



100 W 4<sup>th</sup> Ave

P.O. Box 129

Phone: 620-879-2772

www.caneyks.com

## AGENDA

CITY OF CANEY  
100 W. 4<sup>TH</sup> AVE

### SPECIAL COUNCIL MEETING

**ENTER THROUGH DOORS ON EAST END (MAIN STREET SIDE) OF BUILDING**

DATE: December 29, 2025

TIME: 6:30 P.M.

**A. CALL TO ORDER**

MAYOR ELLIOTT

**B. ROLL CALL**

CITY CLERK

Joshua Elliott	Mayor
Jeff Culver	Council, Ward 1
Mike Holman	Council, Ward 1
Kenith Butts	Council, Ward 2
Lori Patterson	Council, Ward 3
Elizabeth Burch	Council, Ward 3
Becky Dye	Council, Ward 4
Travis White	Council, Ward 4

**C. PLEDGE OF ALLEGIANCE AND INVOCATION**

**D. OLD BUSINESS**

D.1. Discuss and consider approving the application for Paynada as the vendor for the City's credit card processing and authorize the necessary signatures to execute the contract.

**MOTION:**

**SECOND:**

**E. NEW BUSINESS**

E.1. Discuss and consider the proposed budget amendment for FY 2025 and authorize the necessary signatures.

**MOTION:**

**SECOND:**

**F. ADJOURNMENT**

**MOTION:**

**SECOND:**

## Merchant Application

Business Information	
<b>Merchant's DBA Name/Outlet Name:</b> <input type="text" value="City of Caney"/>	
<b>Physical Street Address (No P.O. Box):</b> <input type="text" value="100 W 4th Ave"/>	
<b>City, State, Zip:</b> <input type="text" value="Caney, KS 67333"/>	
<b>DBA Phone:</b> <input type="text" value="620 879-2772"/>	<b>Fax:</b> <input type="text"/>
<b>Contact Name at this Address:</b> <input type="text"/>	
<b>E-Mail:</b> <input type="text"/>	
<b>Customer Service Phone # (Required for MOTO and Internet merchants only):</b> <input type="text" value="620 879-2772"/>	
<b>Website Address (Required for Internet merchants):</b> <input type="text" value="www.caneyks.com"/>	
Merchant Profile	
<b>Ticker Symbol:</b> <input type="text"/>	
<b>Type of Ownership:</b> <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> LLC <input type="checkbox"/> Professional Assoc. <input type="checkbox"/> Tax Exempt Org (601C: <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 10) <input type="checkbox"/> Government/Municipality	
<b>Type of Goods or Services Sold:</b> <input type="text" value="Water, Sewer, Trash, Fines, Permits &amp; Licenses"/>	<b>SIC Code:</b> <input type="text"/>
<b>Years in Business Under Current Ownership:</b> <input type="text" value="133"/>	<b>Federal Tax ID #:</b> <input type="text"/>
<b>Do you currently accept AMEX/Visa/MasterCard/Discover?</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

Does merchant accept transactions before the customer receives product or service?  Yes  No      If yes:

How long does customer wait before product is received?  day(s)      % of sales in this category

% cost that is prepayment?

Does merchant offer warranties, dues, subscriptions, memberships or other extended services?  Yes  No      If yes:

Duration of extended service or benefit (in weeks):

Annual Amex/Visa/MC/Discover Sales: \$144,657.00      Average Ticket: \$132.00      Total Amex/Visa/MC/Discover Sales (multiple locations only):

### Member Bank (Acquirer) Information

Wells Fargo Bank, P.O. Box 6079 – Concord, CA 94524 – (844) 284-6834

#### Important Member Bank (Acquirer) 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 and must provide settlement funds to the merchant.
4. The Visa Member is responsible for all funds held in reserve that are derived from settlement.
5. The Visa Member is responsible for educating merchants on pertinent Visa International Operating Regulations with which merchants must comply.

#### Merchant Resources

You may download "Visa Regulations" from Visa at:

<https://usa.visa.com/dam/VCOM/download/about-visa/visa-rules-public.pdf>

You may download "MasterCard Rules" from MasterCard at:

<http://www.mastercard.us/en-us/about-mastercard/what-we-do/rules.html>

You may download additional merchant information from Discover at:

<http://www.discovernetwork.com/merchants/index.html>

You may download "American Express Merchant Operating Requirements" at:

[https://icm.aexp-static.com/Internet/NGMS/US\\_en/Images/MerchantPolicyOptBlue.pdf](https://icm.aexp-static.com/Internet/NGMS/US_en/Images/MerchantPolicyOptBlue.pdf)

#### Important Merchant Responsibilities

1. Ensure compliance with cardholder data security and storage requirements.
2. Maintain fraud and chargebacks below thresholds.
3. Review and understand the terms of the Merchant Agreement.
4. Comply with Visa International Operating Regulations.

The responsibilities listed above do not supersede 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.

Merchant's Signature:

Name (printed):

Title:

Date

For questions regarding Card Services, contact: Customer Service within 60 days of the date of the statement and/or notice. Global Payments Direct Inc. – 3550 Lenox Road NE, Suite 3000, Atlanta, GA 30328 or call: 1-800-367-2638.

Note: Billing disputes must be forwarded, in writing, to Customer Service within 60 days of the date of the statement and/or notice.

Credit/Debit Card Services and Fee Schedule\*

Plan Type	New	Existing	Existing Merchant #	Discount Rate	Per Item	Per Auth
<input checked="" type="checkbox"/> VISA Credit	<input checked="" type="checkbox"/>	N/A	N/A	0.4000%	\$0.2500	\$0.0000
<input checked="" type="checkbox"/> VISA Check	<input checked="" type="checkbox"/>	N/A	N/A	0.4000%	\$0.2500	\$0.0000
<input checked="" type="checkbox"/> MasterCard Credit	<input checked="" type="checkbox"/>	N/A	N/A	0.4000%	\$0.2500	\$0.0000
<input checked="" type="checkbox"/> Debit MasterCard	<input checked="" type="checkbox"/>	N/A	N/A	0.4000%	\$0.2500	\$0.0000
<input checked="" type="checkbox"/> Discover Credit	<input checked="" type="checkbox"/>	<input type="checkbox"/>	N/A	0.4000%	\$0.2500	\$0.0000
<input checked="" type="checkbox"/> Discover Check	<input checked="" type="checkbox"/>	<input type="checkbox"/>		0.4000%	\$0.2500	\$0.0000
<input checked="" type="checkbox"/> PayPal Credit (card present)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	N/A	0.4000%	\$0.2500	\$0.0000
<input checked="" type="checkbox"/> Diners Club, China Union Pay, JCB	<input type="checkbox"/>	<input type="checkbox"/>		2.8500%	\$0.1500	
<input checked="" type="checkbox"/> Debit (other than Visa or MC)	<input checked="" type="checkbox"/>	<input type="checkbox"/>			\$0.2900	
<input checked="" type="checkbox"/> EBT	<input checked="" type="checkbox"/>	<input type="checkbox"/>			\$0.3500	
<input checked="" type="checkbox"/> American Express	<input type="checkbox"/>	<input type="checkbox"/>		0.4000%	\$0.2500	\$0.0000
<input checked="" type="checkbox"/> American Express Prepaid	<input type="checkbox"/>	<input type="checkbox"/>		0.4000%	\$0.2500	\$0.0000

Merchant FNS# \_\_\_\_\_

Cash Benefits:  YES  NO

Daily Discount:  YES  NO

**Surcharges:** (Non-Qualified surcharges are marked "NQ" and are per-occurrence)

**Surcharges:**

<input type="checkbox"/> Tiered	<input type="checkbox"/> Pass-Through Plus	<input checked="" type="checkbox"/> Interchange Plus
<i>Rewards Discount</i>	<i>Pass-Through Plus</i>	
<i>Mid-Qualified Discount</i>		
<i>Non-Qualified Discount</i>		

A list of additional fees/rates can be found on pages 2 and 4 of this Card Services Agreement contract under the headings "Other Fees" and "Association Fees and Assessments."

The foregoing discount rate, per item and authorization fees are based upon Merchant's complying with all processing requirements as established by the applicable governing authority of the payment type which qualifies Merchant for the most favorable interchange rates available for such payment type. Transactions that do not qualify for the most favorable interchange rates will be subject to the surcharges up to 3.00% in addition to the rate quoted. See "Other Fees" section of this Card Services Agreement and Section 34 of the Card Services Terms and Conditions for more information regarding non-qualifying surcharges. Discount rates and other percentage fees are calculated by multiplying the rates or fees and the Merchant's applicable transaction volume. Per item and per authorization fees are calculated per transaction or authorization, as applicable. See Section 13 of the Card Services Terms and Conditions for information regarding the early termination fee. In addition to the per item fee, all Debit Transactions include fees assessed by the applicable network organization.

**Other Fees (Per occurrence fees marked with a \*)**

Non-Refundable Application Fee *	Virtual Site Survey Fee *	\$15.00	Chargeback Fee *
\$2.50 Membership Fee	\$2.50 Retrieval Fee *		Monthly Debit Card Membership Fee
\$0.00 Monthly Regulatory Compliance Fee	\$25.00 Minimum Monthly Discount		Global Transport VT (Recurring Billing)
Annual Association Technology Fee	\$0.05 Voice AVS Fee *		Setup Fee *
Global Access @dvantage Monthly Fee	\$14.75 PCI ASSURE Monthly Fee		Global Transport VT (Recurring Billing)
\$0.60 Voice Authorization Fee *	\$39.00 PCI ASSURE Non-Compliance		Monthly Fee
\$0.20 Batch/ACH Fee *	Fee (monthly)		Global Transport VT (Recurring Billing)
\$15.00 Non-Sufficient Fund *	Data Monitoring Fee *		Transaction Fee *
\$2.50 Account Maintenance Fee	Other:		\$0.00 Customer Engagement Suite (Monthly)
Gateway Monthly Fee	Gateway Setup Fee		

**Association Fees and Assessments (Per occurrence fees marked with a \*)**

0.1300% GP Fee - DISC Assessments *	\$0.0300 GP Fee - MC Acct Status Inquiry *
0.5500% GP Fee - DISC Intl Processing *	\$0.0550 GP Fee - MC Data Integrity *
0.8000% GP Fee - DISC Intl Service *	\$0.0025 GP Fee - MC CVC2 *
\$0.0500 GP Fee - DISC Program Integrity Fee *	0.1300% GP Fee - MC Assessments *
0.1000% GP Fee - PayPal Assessment *	0.1400% GP Fee - MC Assessments Lg Tkt *
\$0.0250 GP Fee - PayPal Participation *	0.0200% GP Fee - MC Acceptance & Licensing *
0.1400% GP Fee - VISA Assessments-Credit *	0.6000% GP Fee - MC Cross Bdr Domestic *
0.1300% GP Fee - VISA Assessments-Debit *	1.0000% GP Fee - MC Cross Bdr Foreign *
1.0000% GP Fee - VISA Intl Svc Assessment-Purchase *	0.8500% GP Fee - MC Acq Program Support *
1.4000% GP Fee - VISA Intl Svc Assessment *	0.0100% GP Fee - MC Digital Enablement *
0.4500% GP Fee - VISA Intl Acquiring *	\$1.2500 GP Fee - MC Monthly Fee
\$0.1000 GP Fee - VISA Trans Integrity *	0.2500% GP Fee - MC Integrity - Final Auth (Max) *
\$0.0195 GP Fee - VISA APF - Credit *	\$0.0400 GP Fee - MC Integrity - Final Auth (Min) per Auth PI *
\$0.0155 GP Fee - VISA APF - Debit *	\$0.0450 GP Fee - MC Integrity - Pre Auth/Undefined per Auth PI *
\$0.0395 GP Fee - VISA APF Intl - Credit *	0.4000% GP Fee - AMEX Inbound *
\$0.0355 GP Fee - VISA APF Intl - Debit *	0.1500% GP Fee - AMEX Network *
\$0.0250 GP Fee - VISA AVS Only *	0.3000% GP Fee - AMEX CNP *
\$0.0900 GP Fee - VISA Misuse of Auth *	GP Fee - AMEX Access *
\$0.0350 GP Fee - VISA Account Verification Fee Credit *	0.0000% GP Fee - Settlement Funding Fee *
\$0.0300 GP Fee - VISA Account Verification Fee Debit *	GP Fee - Settlement Funding Fee PI
\$0.0700 GP Fee - VISA Account Verification Fee Intl *	GP Fee - Risk Assessment Fee
\$0.0085 GP Fee - VISA Kilobyte Fee	GP Fee - Risk Assessment Fee PI

### Personal Guaranty

I/We hereby irrevocably guarantee to Global Direct and Member, their successors and assigns, the full, prompt, and complete performance of Merchant and all of Merchant's obligations under the Card Services Agreement, including but not limited to all monetary obligations arising out of Merchant's performance or non-performance under the Card Services Agreement, whether arising before or after termination of the Card Services Agreement. This guaranty shall not be discharged or otherwise affected by any waiver, indulgence, compromise, settlement, extension of credit, or variation of terms of the Card Services Agreement made by or agreed to by Global Direct, Member, and/or Merchant. I/We hereby waive any notice of acceptance of this guaranty, notice of nonpayment or nonperformance of any provision of the Card Services Agreement made by Merchant, and all other notices or demands regarding the Card Services Agreement. I/We agree to promptly provide to Global Direct and Member any information requested by any of them from time to time concerning my/our financial condition(s), business history, business relationships, and employment information. I/We agree that Global Direct and Global Direct (on behalf of Member) may order a consumer credit report on me, Merchant and each of Merchant's officers, partners, and/or owners, as well as subsequent consumer credit reports, which may be required or used in conjunction with the maintenance, updating, renewal or extension of the services provided hereunder, or in conjunction with reviewing, taking collection action on, or other legitimate purposes associated with the Merchant account. I/We have read, understand, and agree to be bound by the Card Services Terms & Conditions provided to Merchant and those terms and conditions contained in this Merchant Application.

**Signature of Guarantor (please sign below)**

Name (printed):

X — N/A ——————

, an Individual

N/A ——————

**Signature of Guarantor (please sign below)**

Name (printed):

X

, an Individual

### Owner/Officer Information

Complete Owner/Officer Information must be present for all Equity Owners with 25% or greater equity in the business and for any person(s) with authority or control. An owner or person with control listed, must be the one to accept the agreement at the end of this application.

Name: [REDACTED]	Title: City Admin	Equity Owned: 0%	Date of Birth (mm/dd/yyyy): [REDACTED]	Social Security #: [REDACTED]	Home Phone #: [REDACTED]
Home Address: [REDACTED]			City: [REDACTED]	State: [REDACTED]	Zip Code: [REDACTED]
Former Address (if less than 1 year at current address): [REDACTED]			City: [REDACTED]	State: [REDACTED]	Zip Code: [REDACTED]
			City: [REDACTED]	State: [REDACTED]	Years There: 2
			City: [REDACTED]	State: [REDACTED]	Years There: [REDACTED]

Name: [REDACTED]	Title: [REDACTED]	Equity Owned: [REDACTED]	Date of Birth (mm/dd/yyyy): [REDACTED]	Social Security #: [REDACTED]	Home Phone #: [REDACTED]
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Home Address: [REDACTED]		City: [REDACTED]	State: [REDACTED]	Zip Code: [REDACTED]	Years There: [REDACTED]
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Former Address (if less than 1 year at current address): [REDACTED]		City: [REDACTED]	State: [REDACTED]	Zip Code: [REDACTED]	Years There: [REDACTED]
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Name: [REDACTED]	Title: [REDACTED]	Equity Owned: [REDACTED]	Date of Birth (mm/dd/yyyy): [REDACTED]	Social Security #: [REDACTED]	Home Phone #: [REDACTED]
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Home Address: [REDACTED]		City: [REDACTED]	State: [REDACTED]	Zip Code: [REDACTED]	Years There: [REDACTED]
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Former Address (if less than 1 year at current address): [REDACTED]		City: [REDACTED]	State: [REDACTED]	Zip Code: [REDACTED]	Years There: [REDACTED]
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Name: [REDACTED]	Title: [REDACTED]	Equity Owned: [REDACTED]	Date of Birth (mm/dd/yyyy): [REDACTED]	Social Security #: [REDACTED]	Home Phone #: [REDACTED]
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Home Address: [REDACTED]		City: [REDACTED]	State: [REDACTED]	Zip Code: [REDACTED]	Years There: [REDACTED]
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Former Address (if less than 1 year at current address): [REDACTED]		City: [REDACTED]	State: [REDACTED]	Zip Code: [REDACTED]	Years There: [REDACTED]
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*Is any owner, officer, director, employee, or agent a current or former official in the executive, legislative, administrative, military, or judicial branch of any government (elected or not); a senior official of a major political party; an executive of a government-owned commercial enterprise; a family member of any of the foregoing officials; or a close personal or professional associate of any of the foregoing officials? [REDACTED] Yes [REDACTED] No If "yes," please attach details.*

### Bank Information (Attach Voided Check or Bank Letter):

Routing Number: [REDACTED]	DDA/Checking Account #: [REDACTED]	Deposit <input checked="" type="checkbox"/>	Discount <input checked="" type="checkbox"/>	Chargebacks <input checked="" type="checkbox"/>	Equipment <input checked="" type="checkbox"/>	Supplies <input checked="" type="checkbox"/>	Misc. Fees <input checked="" type="checkbox"/>
Bank 1		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Bank 2		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Bank 3		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Bank 4		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

### Merchant Site Survey Report (To be Completed by Sales Representative)

Merchant Location:  Retail Location with Store Front  Office Building  Residence  Other: \_\_\_\_\_

Surrounding Area:  Commercial  Industrial  Residential

Does the amount of inventory and merchandise on shelves and floor appear consistent with the type of business?

Yes  No

If no, explain: \_\_\_\_\_

Does the Merchant use a Fulfillment House?  Yes  No If yes, was the Fulfillment House inspected?  Yes  No

The Merchant:  Owns  Leases the business premises

Further comments by inspector (must complete): \_\_\_\_\_

I hereby verify that this application has been fully completed by merchant applicant and that I have physically inspected the business premises of the merchant at this address and the information stated above is true and correct to the best of my knowledge and belief.

Verified and Inspected by (print name): \_\_\_\_\_

Representative Name: \_\_\_\_\_ Representative Signature: X \_\_\_\_\_

Date: \_\_\_\_\_

Sales Rep Name: _____	Sales Rep Code: _____	Sales Phone Number: _____	Sales Email Address: _____
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Amex annual volume < \$1,000,000  YES  NO

Amex Acceptance  YES  NO

Amex Marketing  YES  NO

## American Express ESA Program

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 Global Direct and American Express Travel Related Services Company, Inc. ("American Express") and American Express'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 Global Direct and American Express and American Express's 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 American Express 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 <https://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 American Express's approval of the application, the entity will be provided with the Agreement and materials welcoming it to American Express's Card acceptance program.

Merchant's Signature

Name (or/printed):

Title:

Date:

X

City Admin

### Hardware

Quantity	Hardware Device	Rental/Purchase	Unit Price
1	PIN Pad - Ingenico - ISC250	Rental	\$0.00

\* Indicates Unit Price is recurring

See attached Equipment Rental Agreement (Addendum A) which is incorporated into this agreement and has additional terms and conditions specific to equipment rentals.

### Special Instructions:

Rate Table: Y (IC+)

Global Terminal Type: ZQ2

## Cardholder Data Storage Compliance & Service Provider

PCI DSS and Card Network rules prohibit storage of sensitive authentication data after the transaction has been authorized (even if encrypted). If you or your POS system store, process, or transmit full cardholder's data, then you (merchant) must validate PCI DSS compliance. If you (merchant) utilize a payment application the POS software must be PA DSS (Payment Application Data Security Standards) validated where applicable. If you use a payment gateway, they must be PCI DSS Compliant.

As required under the Payment Card Industry Data Security Standard (PCI DSS), I do hereby declare and confirm the following:

### Questions:

Merchant will maintain full PCI DSS compliance at all times and will notify Global Payments when it changes its point of sale software, system, application or vendor	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> N/A
Do your transactions process through any other Third Parties (i.e. web hosting companies, gateways, corporate office)?	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	<input type="checkbox"/> N/A
Merchant utilizes the services of a PCI SSC Qualified Integrator Reseller (QIR) when POS payment applications are utilized.	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	<input type="checkbox"/> N/A
The signing merchant listed below has experienced an account data compromise.	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	<input type="checkbox"/> N/A (I have never accepted payment cards)
The signing merchant listed below is storing Sensitive Authentication Data* (even if encrypted) after the transaction has been authorized.	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	<input type="checkbox"/> N/A (I have never accepted payment cards)
Merchant utilizes an EMV enabled terminal	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	<input type="checkbox"/> N/A

\*Sensitive Authentication Data is security related information (Card Verification Values, complete Magnetic Stripe Data, PINs, and PIN blocks) that is used to authenticate cardholders.

Please note that if you have indicated that your organization has experienced an account data compromise in the past, a PCI DSS Level 1 Compliance Assessment may be required upon Global's request. A compromise of cardholder data from your location(s) may result in the issuance of fines and/or penalties by the card brand, for which you will be responsible under your Merchant Agreement, notwithstanding this Compliance Statement.

**It is imperative that you notify Global Payments immediately should the information on this Compliance Statement change.**

### Acceptance of Merchant Application and Terms & Conditions / Merchant Authorization

Your Card Services Agreement is between Global Payments Direct, Inc. ('Global Direct'), the Merchant named above and the Member named below ('Member'). Member is a member of Visa, USA, Inc. ('Visa') and MasterCard International, Inc. ('MasterCard'); Global Direct is a registered independent sales organization of Visa, a member service provider of MasterCard and a registered acquirer for Discover Financial Services, LLC. ('Discover') and a registered Program Participant of American Express Travel Related Services Company, Inc. ('American Express'). A copy of the Card Services Terms and Conditions, revision number 10-18-GP-WF-OE-MUA, has been provided to you. Please sign below to signify that you have received a copy of the Card Services Terms & Conditions and that you agree to all terms and conditions contained therein. If this Merchant Application is accepted for card services, Merchant agrees to comply with the Merchant Application and the Card Services Terms & Conditions as may be modified or amended in the future. If you disagree with any Card Services Terms & Conditions, do not accept service.

#### **IF MERCHANT SUBMITS A TRANSACTION TO GLOBAL DIRECT HEREUNDER, MERCHANT WILL BE DEEMED TO HAVE ACCEPTED THE CARD SERVICES TERMS & CONDITIONS.**

By your signature below on behalf of Merchant, you certify that all information provided in this Merchant Application is true and accurate and you authorize Global Direct, and Global Direct on Member's behalf, to initiate debit entries to Merchant's checking account(s) in accordance with the Card Services Terms and Conditions. In addition by your signature below on behalf of Merchant you authorize Global Direct to order a consumer credit report on you, Merchant and each of Merchant's officers, partners, and/or owners, as well as subsequent consumer credit reports, which may be required or used in conjunction with the maintenance, updating, renewal or extension of the services provided hereunder, or in conjunction with reviewing, taking collection action on, or other legitimate purposes associated with the Merchant account.

Merchant's Signature - Owner/Officer Name 1:	Name (printed):	Title: City Admin	Date: Jul 15, 2020
Merchant's Signature - Owner/Officer Name 2:	Name (printed):	Title:	Date:
Merchant's Signature - Owner/Officer Name 3:	Name (printed):	Title:	Date:
Merchant's Signature - Owner/Officer Name 4:	Name (printed):	Title:	Date:
Signing for Global Payments Direct, Inc.:	Name (printed):	Title:	Date:
Signing for Member:	Name (printed):	Name of Member (printed):	Date:

### Merchant's Electronic Signature Details:

Logged In User:  
IP Address:  
Date and Time:

## **CARD SERVICES TERMS & CONDITIONS – GOVERNMENT ENTITIES**

### **1. GENERAL.**

- 1.1. The "Card Services Agreement" consists of these Card Services Terms & Conditions and the Merchant Application and is made by and among Merchant (or "you"), Global Payments Direct, Inc. ("Global Direct"), and Member (as defined below). The provisions in the Card Services Agreement are applicable to Merchant if Merchant has signed the appropriate space in the Acceptance of Terms & Conditions/Merchant Authorization section of the Merchant Application. The member bank identified in the Merchant Application ("Member") is a member of Visa USA, Inc. ("Visa") and Mastercard International, Inc. ("Mastercard"). Global Direct is a registered independent sales organization of Visa®, a member service provider of Mastercard®, a registered Program Participant of American Express Travel Related Services Company, Inc. ("American Express"), and a registered acquirer for Discover Financial Services LLC ("Discover"). Any references to the Debit Sponsor shall refer to the debit sponsor identified below.
- 1.2. Merchant and Global Direct agree that the rights and obligations contained in these Card Services Terms and Conditions do not apply to the Member with respect to American Express®, Discover® and PayPal® transactions and Switched Transactions (as defined below). To the extent Merchant accepts Discover cards, the provisions in this Card Services Agreement with respect to Discover apply if Merchant does not have a separate agreement with Discover. In such case, Merchant will also be enabled to accept JCB®, China UnionPay®, Diner's Club® and, for card present transactions, PayPal cards under the Discover network and such transactions will be processed at the same fee rate as Merchant's Discover transactions are processed. To the extent Merchant accepts Discover cards and has a separate agreement with Discover, Discover and PayPal card transactions shall be processed as Switched Transactions (as defined below). To the extent Merchant accepts American Express cards, the provisions in this Card Services Agreement with respect to American Express apply if Merchant does not have a separate agreement with American Express.
- 1.3. Under the terms of the Card Services Agreement, Merchant will be furnished with the services and products, including any software, described herein and in the Merchant Application and selected by Merchant therein (collectively and individually, as applicable, the "Services"). Any Merchant accepted by Global Direct for card processing services agrees to be bound by the Card Services Agreement, including the terms of the Merchant Application and these Card Services Terms & Conditions as may be modified or amended in the future. ***A Merchant's submission of a transaction to Global Direct shall be deemed to signify Merchant's Acceptance of the Card Services Agreement, including the Terms and Conditions herein.***
- 1.4. Except as expressly stated in the first three paragraphs of section 13, all terms and conditions of this Card Services Agreement shall survive termination.

### **2. SERVICE DESCRIPTIONS.**

- 2.1. Credit Card Processing Services: Global Direct's credit card processing services consist of authorization and electronic draft capture of credit card transactions; outclearing of such transactions to the appropriate card associations and/or issuers (e.g., Visa, Mastercard, American Express, Diners, Discover); settlement; dispute resolution with cardholders' banks; and transaction-related reporting, statements and products. From time to time under this Card Services Agreement, upon Merchant's request, Global Direct may facilitate the transmission of certain payment card transactions ("Switched Transactions") to the respective card issuers, including but not limited to American Express, Diners Club and various fleet, private label and commercial cards. Switched Transactions require Global Direct's prior written approval and are subject to applicable pricing; Global Direct does not purchase the indebtedness associated with Switched Transactions.

2.2. EBT Transaction Processing Services: Global Direct offers electronic interfaces to Electronic Benefits Transfer ("EBT") networks for the processing of cash payments or credits to or for the benefit of benefit recipients ("Recipients"). Global Direct will provide settlement and switching services for various Point of-Sale transactions initiated through Merchant for the authorization of the issuance of the United States Department of Agriculture, Food and Nutrition Services ("FNS") food stamp benefits ("FS Benefits") and/or government delivered cash assistance benefits ("Cash Benefits," with FS Benefits, "Benefits") to Recipients through the use of a state-issued card ("EBT Card").

2.3. Provisions regarding debit card services are set forth in section 27 below.

2.4. Provisions regarding Decline Minimizer Services are set forth in section 29 below.

2.5. Provisions regarding CallPop OpenEdge Services are set forth in section 30 below.

2.6. With respect to Visa and Mastercard products, Merchant may elect to accept credit cards or debit/prepaid cards or both. Merchant shall so elect on the Merchant Application being completed contemporaneously herewith. Merchant agrees to pay and Merchant's account(s) will be charged pursuant to section 5 of this Card Services Agreement for any additional fees incurred as a result of Merchant's subsequent acceptance of transactions with any Visa or Mastercard product that it has elected not to accept.

### 3. PROCEDURES.

3.1. Merchant will permit holders of valid cards bearing the symbols of the cards authorized to be accepted by Merchant hereunder to charge purchases or leases of goods and services and the debt resulting therefrom shall be purchased hereunder, provided that the transaction complies with the terms of this Card Services Agreement. All indebtedness submitted by Merchant for purchase will be evidenced by an approved sales slip. Merchant will not present for purchase any indebtedness that does not arise out of a transaction between a cardholder and Merchant. Merchant agrees to follow the Card Acceptance Guide which is incorporated into and made part of this Card Services Agreement, and to be bound by the operating regulations, requirements, and rules of Visa, Mastercard, American Express, Discover, PayPal and any other card association or network organization covered by this Card Services Agreement, as any of the above referenced documents may be modified and amended from time to time. Merchant acknowledges that the Card Acceptance Guide is located on Global Direct's website at [www.globalpaymentsinc.com](http://www.globalpaymentsinc.com). Without limiting the generality of the foregoing, Merchant agrees to comply with and be bound by, and to cause any third party who provides Merchant with services related to payment processing or facilitates Merchant's ability to accept credit and debit cards and who is not a party to this Card Services Agreement to comply with and be bound by, the rules and regulations of Visa, Mastercard, American Express, Discover, PayPal and any other card association or network organization related to cardholder and transaction information security, including without limitation, all rules and regulations imposed by the Payment Card Industry ("PCI") Security Standards Council (including without limitation the PCI Data Security Standard), Visa's Cardholder Information Security Program, Mastercard's Site Data Protection Program, and Payment Application Best Practices. Merchant also agrees to cooperate at its sole expense with any request for an audit or investigation by Global Direct, Member, a card association or network organization in connection with cardholder and transaction information security.

3.2. Without limiting the generality of the foregoing, Merchant agrees that it will use information obtained from a cardholder in connection with a card transaction solely for the purpose of processing a transaction with that cardholder or attempting to re-present a chargeback with respect to such transaction. To the maximum extent permissible under applicable law, Merchant will indemnify and hold Global Direct and Member harmless from any fines and penalties issued by Visa, Mastercard, American Express, Discover, PayPal or any card association or network organization and any other fees and costs arising out of or relating to the processing of transactions by Global Direct and Member at Merchant's location(s) and will reimburse Global Direct for any losses incurred by Global Direct with respect to any such fines, penalties, fees and costs except to the extent that such fines, fees or costs arise solely from the gross negligence or willful misconduct of Global Direct.

3.3. Without limiting the generality of any other provision of this Card Services Agreement, Merchant also agrees that it will comply with all applicable laws, rules and regulations related to both: (a) the

truncation or masking of cardholder numbers and expiration dates on transaction receipts from transactions processed at Merchant's location(s), including without limitation the Fair and Accurate Credit Transactions Act and applicable state laws ("Truncation Laws"); and (b) the collection of personal information from a cardholder in connection with a card transaction, including all applicable state laws ("Laws on Collection of Personal Information"). As between Merchant, on the one hand, and Global Direct and Member, on the other hand, Merchant shall be solely responsible for complying with all Truncation Laws and Laws on Collection of Personal Information and will, to the maximum extent permissible under applicable law, indemnify and hold Global Direct and Member harmless from any claim, loss or damage resulting from a violation of Truncation Laws or Laws on Collection of Personal Information as a result of transactions processed at Merchant's location(s).

3.4. Global Direct may, from time to time, issue written directions (via mail or Internet) regarding procedures to follow and forms to use to carry out this Card Services Agreement. These directions and the terms of the forms are binding as soon as they are issued and shall form a part of these Card Services Terms & Conditions. Such operating regulations and rules may be reviewed upon appointment at Global Direct's designated premises and Merchant acknowledges that it has had the opportunity to request a review and/or review such operating regulations and rules in connection with its execution of this Card Services Agreement.

4. **MARKETING.** Merchant shall adequately display the card issuer service marks and promotional materials supplied by Global Direct. Merchant shall cease to use or display such service marks immediately upon notice from Global Direct or upon termination of this Card Services Agreement.

5. **PAYMENT, CHARGES AND FEES.** Fees and charges payable by Merchant for all products, services and applications, whether provided by Global Direct, a third party through Global Direct, or directly by a third party with Global Direct collecting monies with respect thereto (e.g., a POS Vendor Fee), shall be as set forth in the Merchant Application (exclusive of taxes, duties and shipping and handling charges). With respect to POS Vendor Fees, Global Direct does not control and is not responsible for the POS Vendor Fees charged to Merchant, and the pricing for any such fees depends on Merchant's agreement with such third party. Merchant shall at all times maintain one or more commercial checking accounts with Member or with another financial institution of Merchant's choice acceptable to Member and Global Direct that belongs to the Automated Clearing House ("ACH") network and which can accept ACH transactions. Merchant will be paid for indebtedness purchased under this Card Services Agreement by credit to Merchant's account(s). Merchant's account(s) will be credited for the gross amount of the indebtedness deposited less the amount of any credit vouchers deposited. Merchant shall not be entitled to credit for any indebtedness that arises out of a transaction not processed in accordance with the terms of this Card Services Agreement or the rules and regulations of a card association or network organization. Availability of any such funds shall be subject to the procedures of the applicable financial institution. Chargebacks and adjustments will be charged to Merchant's account(s) on a daily basis. Merchant agrees to pay and Merchant's account(s) will be charged for the discount, fees, product service costs, chargebacks, and other fees and charges described in this Card Services Agreement. Merchant also agrees to pay and Merchant's account(s) will be debited for all fees, fines, penalties, etc. charged or assessed by third parties, the card associations or network organizations on account of or related to Merchant's processing hereunder, including without limitation with regards to any third party who provides Merchant with services related to payment processing or facilitates Merchant's ability to accept credit and debit cards and who is not a party to this Card Services Agreement. If any type of overpayment to Merchant or other error occurs, Merchant's account(s) may be debited or credited, without notice, and if Merchant's account(s) do not contain sufficient funds, Merchant agrees to remit the amount owed directly to Global Direct. Merchant agrees not to, directly or indirectly, prevent, block or otherwise preclude any debit by Global Direct or Member to Merchant's account which is permitted hereunder. Merchant represents and warrants that no one other than Merchant has any claim against such indebtedness except as authorized in writing by Member and Global Direct. Merchant hereby assigns to Member and Global Direct all of its right, title, and interest in and to all indebtedness submitted hereunder, agrees that Member and Global Direct have the sole right to receive payment on any indebtedness purchased hereunder, and further agrees that Merchant shall have no right, title or interest in any such funds, including any such funds held in a Reserve Account (as defined below).

## 6. EQUIPMENT AND SUPPLIES/THIRD PARTY SERVICES.

- 6.1. Merchant agrees that it will not acquire any title, copyrights, or any other proprietary right to any advertising material; leased equipment including imprinters, authorization terminals, card reader hardware or printers; software; credit card authenticators; unused forms (online or paper); all hardware and software related to the CallPop OpenEdge Services (as defined below); and Merchant deposit plastic cards provided by Global Direct in connection with this Card Services Agreement. Merchant will protect all such items from loss, theft, damage or any legal encumbrance and will allow Global Direct and its designated representatives reasonable access to Merchant's premises for their repair, removal, modification, installation and relocation. Merchant acknowledges that any equipment or software provided under this Card Services Agreement is embedded with proprietary technology ("Software"). Merchant shall not obtain title, copyrights or any other proprietary right to any Software. At all time, Global Direct or its suppliers retain all rights to such Software, including but not limited to updates, enhancements and additions. Merchant shall not disclose such Software to any party, convey, copy, license, sublicense, modify, translate, reverse engineer, decompile, disassemble, tamper with, or create any derivative work based on such Software, or transmit any data that contains software viruses, time bombs, worms, Trojan horses, spyware, disabling devices, or any other malicious or unauthorized code. Merchant's use of such Software shall be limited to that expressly authorized by Global Direct. Global Direct's suppliers are intended third party beneficiaries of this Card Services Agreement to the extent of any terms herein pertaining to such suppliers' ownership rights; such suppliers have the right to rely on and directly enforce such terms against Merchant.
- 6.2. The operating instructions or user guides will instruct Merchant in the proper use of the terminals, other hardware or payment application(s), and Merchant shall use and operate the terminals, other hardware or payment application(s) only in such manner. If Merchant has purchased the relevant maintenance/help desk service hereunder, Merchant will promptly notify Global Direct of any equipment malfunction, failure or other incident resulting in the loss of use of the equipment or software or need for repair or maintenance, whereupon Global Direct will make the necessary arrangements to obtain required maintenance or replacement software or hardware. Merchant is responsible for shipping costs. Merchant shall cooperate with Global Direct in its attempt to diagnose any problem with the terminal, other hardware or payment application(s). If Merchant's terminal requires additional Software, Merchant is obligated to cooperate and participate in a dial in down line load procedure. With respect to any item of equipment leased to Merchant by Global Direct, Merchant will not be liable for normal wear and tear, provided, however, that Merchant will be liable to Global Direct if any leased item of equipment is lost, destroyed, stolen or rendered inoperative. To the extent permissible under applicable law, Merchant will indemnify Global Direct against any loss arising out of damage to or destruction of any item of equipment or software provided hereunder for any cause whatsoever. Merchant also agrees, to the extent permissible under applicable law, to hold harmless and indemnify Global Direct for any costs, expenses, and judgments Global Direct may suffer, including reasonable attorney's fees, as a result of Merchant's use of the equipment or software provided hereunder. Any unused equipment in its original packaging purchased from Global Direct hereunder may be returned to Global Direct at Merchant's expense within 60 days of receipt. Merchant shall receive a refund of any money paid in connection therewith subject to a re-stocking fee of an amount equal to 20 percent of the total purchase price for the returned equipment. No refunds shall be issued for any equipment returned after 60 days.
- 6.3. Merchant acknowledges that some of the services and applications to be provided by Global Direct and Member hereunder may be provided by third parties. Merchant agrees that except for its right to utilize such services in connection with this Card Services Agreement, it acquires no right, title or interest in any such services. Merchant further agrees that it has no contractual relationship with any third party providing Services under this Card Services Agreement and that Merchant is not a third party beneficiary of any agreement between Global Direct or Member, as applicable, and such third party. Merchant may not resell the services of any third party providing Services under this Card Services Agreement to any other party.
- 6.4. Merchant acknowledges that it may directly obtain software platform services from a third party that facilitate or integrate Global Direct's Services as set forth in section 2. Global Direct does not control and is not responsible for such software platform services or any fees (and their occurrence) charged by

such third party to Merchant related to such software platform services. The pricing for Merchant's use of any third-party platform services and any associated fees depends on Merchant's agreement with such third party. Merchant authorizes Global Direct to collect all monies related to Merchant's use of such third-party software (i.e., the POS Vendor Fee) on behalf of such third party as set forth in the Merchant Application and Merchant's agreement with such third party. Global Direct is not responsible for the acts or omissions of any third party and shall have no responsibility for or liability in connection with any software platform services Merchant receives from a third party, even if Global Direct collects monies with respect to such software or services. Global Direct makes no representation or warranty with respect to such third party's software platform services or such third party's access to or ability to integrate with the products, services, and systems of Global Direct and any such access or ability may terminate at any time and Global Direct shall have no obligation to advise Merchant of such termination.

7. **FINANCIAL INFORMATION.** Merchant agrees to furnish Global Direct and Member such financial statements and information concerning Merchant as Global Direct or Member may from time to time request. Global Direct and Member, or their duly authorized representatives, may examine the books and records of Merchant, including records of all indebtedness previously purchased or presented for purchase. Merchant agrees to retain copies of all paper and electronic sales slips and credit slips submitted to Global Direct for a period of two years from submission, or such longer period of time as may be required by the operating rules or regulations of the card associations or network organizations, by law, or by Global Direct as specifically requested in writing in individual cases.
8. **CHANGE IN BUSINESS.** Merchant agrees to provide Global Direct and Member 60 days prior written notice of its: (a) transfer or sale of any substantial part (ten percent or more) of its total stock, assets and/or to liquidate; or (b) change to the basic nature of its business, or (c) provided that Merchant has not indicated on the Merchant Application that it accepts mail order, telephone order, or internet-based transactions, conversion of all or part of the business to mail order sales, telephone order sales, Internet-based sales or to other sales where the card is not present and swiped through Merchant's terminal or other card reader. Upon the occurrence of any such event, the terms of this Card Services Agreement may be modified to address issues arising therefrom, including but not limited to requirements of applicable card associations or network organizations.
9. **TRANSFERABILITY.** This Card Services Agreement is not transferable by Merchant without the prior written consent of Global Direct and Member. Any attempt by Merchant to assign its rights or to delegate its obligations in violation of this paragraph shall be void. Merchant agrees that the rights and obligations of Global Direct hereunder may be transferred by Global Direct without notice to Merchant. Merchant agrees that the rights and obligations of Member hereunder may be transferred to any other member without notice to Merchant. Merchant acknowledges that the transferable rights of Global Direct and Member hereunder shall include, but shall not be limited to, the authority and right to debit the Merchant's account(s) as described herein.

#### **10. WARRANTIES AND REPRESENTATIONS.**

- 10.1. Merchant warrants and represents to Global Direct and Member: (a) that each sales transaction delivered hereunder will represent a bona fide sale to a cardholder by Merchant for the amount shown on the sales slip as the total sale and constitutes the binding obligation of the cardholder, free from any claim, demand, defense, setoff or other adverse claim whatsoever; (b) that each sales slip or other evidence of indebtedness will accurately describe the goods and services which have been sold and delivered to the cardholder or in accordance with his instructions; (c) that Merchant will comply fully with all federal, state and local laws, rules and regulations applicable to its business; (d) that Merchant will fulfill completely all of its obligations to the cardholder and will resolve any customer dispute or complaint directly with the cardholder; (e) that the signature on the sales slip will be genuine and authorized by cardholder and not forged or unauthorized; (f) that the sales transaction shall have been consummated and the sales slip prepared in full compliance with the provisions of the Card Acceptance Guide and the operating regulations and rules of the applicable card association or network organization, as amended from time to time; (g) provided that Merchant has not indicated on the Merchant Application that it accepts mail order, telephone order, or internet-based transactions, that none of the sales transactions submitted hereunder represent sales by telephone, or mail, or Internet, or where the card is not physically present at the Merchant's location and swiped through Merchant's

terminal, unless Merchant is specifically authorized in writing by Global Direct to submit such sales slips for purchase, (h) to the extent Merchant has indicated on the Merchant Application that it accepts mail order, telephone order, or internet-based transactions, Merchant shall not submit such a transaction to Global Direct and Member for processing until the goods and/or services are shipped or performed, as applicable, unless otherwise permitted by the card associations or network organizations, (i) that sales transactions submitted hereunder for purchase representing sales to any principal, partner, or proprietor of Merchant shall not constitute an unreasonable portion of Merchant's transactions relative to the Merchant's legitimate business requirements, (j) that, without limiting the generality of the foregoing, each sales transaction submitted hereunder and the handling, retention, and storage of information related thereto, will comply with the rules and regulations of Visa, Mastercard, American Express, Discover, PayPal and any other card association or network organization related to cardholder and transaction information security, including without limitation PCI Data Security Standards, Visa's Cardholder Information Security Program and Mastercard's Site Data Protection Program, and (k) that all of the information contained in this Card Services Agreement (including the Merchant Application) is true and correct. If that any of the foregoing warranties or representations is breached, the affected sales slips or other indebtedness may be refused, or prior acceptance revoked and charged back to the Merchant. Furthermore, if Merchant submits for purchase hereunder a sales transaction that is not the result of a sale of Merchant's goods or services offered to the general public or if Merchant submits any sales transactions for purchase hereunder which represents an unreasonable sales transaction to any principal, partner, or proprietor, of Merchant, such sales transaction may be refused or charged back.

10.2. Merchant must notify Global Direct if Merchant elects to use the terminal service of American Express, Novus, or any other third-party provider. If Merchant elects to use a third-party terminal provider, that provider becomes Merchant's agent for the delivery of card transactions to Global Direct via the applicable card-processing network. Global Direct and Member shall have no responsibility for or liability in connection with any hardware, software or services Merchant receives from a third party agent, even if Global Direct collects monies with respect to such hardware, software or services. Neither Global Direct nor Member makes any representation or warranty with respect to such agent's access to or ability to integrate with the products, services, and systems of Global Direct and any such access or ability may terminate at any time and Global Direct shall have no obligation to advise Merchant of such termination. Merchant agrees to assume full responsibility and liability for any failure of such agent to comply with the operating regulations and rules of the applicable card association or network organization, including without limitation any violation, which results in a chargeback to the Merchant. Global Direct and Member have no responsibility for any card transactions until it receives data for the card transaction in the format required by Global Direct. Merchant also agrees that the obligation hereunder to reimburse the Merchant for the value of the card transactions captured by an agent is limited to the value of the transactions (less applicable fees) received by the card-processing network from the agent.

10.3. *Neither Member, nor Global Direct, nor any Supplier makes any representations or warranties, express or implied, including without limitation any warranty of merchantability or fitness for a particular purpose with respect to any terminal, any equipment, software or services leased, sold, or otherwise furnished hereunder.*

11. **INDEMNITY.** Merchant agrees to satisfy directly with the cardholder any claim or complaint arising in connection with the card sale, regardless of whether such claim or complaint is brought by the cardholder, Global Direct, or another party. To the extent permissible under applicable law, Merchant agrees to indemnify, defend and hold Global Direct, Member and their respective parent companies, subsidiaries and affiliates (including, without limitation, the respective officers, directors, employees, attorneys, shareholders, representatives and agents of all of the foregoing) harmless from and against any and all liabilities, judgments, arbitration awards, settlements, actions, suits, claims, demands, losses, damages, costs (including, but not limited to, court costs and out of pocket costs and expenses), expenses of any and every type, litigation expenses, and attorneys' fees, including, but not limited to, attorneys' fees incurred in any and every type of suit, proceeding, or action, including but not limited to, bankruptcy proceedings, in connection with, by virtue of, or arising from, either directly or indirectly: (a) any card transaction that does not conform to the requirements of this Card Services Agreement, the rules and regulations of any card association or applicable laws; (b) any card transaction or any act or omission of Merchant in connection with a cardholder; (c)

Merchant's breach or default or an alleged breach or default of or under any term, covenant, condition, representation, warranty, obligation, undertaking, promise or agreement contained in this Card Services Agreement or in any agreement (whether oral or written) with any cardholder, any agreement with any card association, or in any other agreement with Member or Global Direct, any breach or threatened breach by Merchant of the card association rules and regulations or any violation by Merchant of laws, rules and regulations applicable to Merchant; (d) the rescission, cancellation or avoidance of any card transaction, by operation of law, adjudication or otherwise; (e) any claim, counterclaim, complaint, dispute or defense, including, without limitation claims brought by Merchant, whether or not well founded, with respect to this Card Services Agreement or a card transaction; (f) damages, including, without limitation, those for death or injury caused by the good or service purchased with the card; or (g) for all web based, Internet or electronic commerce transactions including Merchant's insecure transmission of card transaction data and/or storage of cardholder information. For purposes of this Card Services Agreement, including the foregoing indemnities to the extent permissible under applicable law, Merchant is responsible and liable for the acts and omissions of its employees, agents and representatives (whether or not acting within the scope of their duties).

## **12. LIMITATION OF LIABILITY.**

**12.1. Neither Member nor Global Direct shall be liable for failure to provide the Services or delay in providing the Services including processing delays or other non-performance if such failure is due to any cause or condition beyond such Party's reasonable control. Such causes or conditions shall include, but shall not be limited to, acts of God or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, riots, war, shortages of labor or materials, freight embargoes, unusually severe weather, breakdowns, operational failures, electrical power failures, telecommunications failures, equipment failures, unavoidable delays, the errors or failures of third party systems, non-performance of vendors, suppliers, processors or transmitters of information, or other similar causes beyond such party's control.**

**12.2. The liability of Global Direct and Member for any loss arising out of or relating in any way to this Card Services Agreement, including but not limited to damages arising out of any malfunction of the Equipment or the failure of the Equipment to operate, the unavailability or malfunction of the Equipment or the failure of the Equipment to operate, the unavailability or malfunction of the Services, personal injury or property damage, shall, in the aggregate, be limited to actual, direct, and general money damages in an amount not to exceed three months average charge paid by Merchant hereunder (exclusive of interchange fees, assessments, and any other fees or costs that are imposed by a third party in connection with Merchant's payment processing) for the Services during the previous 12 months or such lesser number of months as shall have elapsed subsequent to the Effective Date of this Card Services Agreement. This shall be the extent of Global Direct's and Member's liability arising out of or relating in any way to this Card Services Agreement, including alleged acts of negligence, breach of contract, or otherwise and regardless of the form in which any legal or equitable action may be brought against Global Direct or Member, whether contract, tort, or otherwise, and the foregoing shall constitute Merchant's exclusive remedy.**

**12.3. Under no circumstances shall Global Direct or Member be liable for special, consequential, punitive or exemplary damages, including lost profits, revenues and business opportunities, arising out of or relating in any way to this Card Services Agreement, including but not limited to damages arising out of placement of a merchant's name on any terminated merchant list for any reason even if Global Direct or Member has been advised of the possibility of such damages. Under no circumstances shall Global Direct, or Member be liable for any settlement amounts pertaining to Switched Transactions; Merchant's recourse therefore shall be to the applicable card issuer. Member shall not be responsible or liable to Merchant for any action taken by Member (or the results thereof) that is authorized by this Card Services Agreement.**

**12.4. It is agreed that in no event will Global Direct or Member be liable for any claim, loss, billing error, damage or expense arising out of or relating in any way to this Card Services Agreement which is not reported in writing to Global Direct by Merchant within 60 days of such failure to perform, or, if a billing error occurs, within 90 days of the date of the invoice or applicable statement. Merchant expressly waives any such claim that is not brought within the time periods stated herein.**

**12.5. Global Direct agrees to maintain commercially reasonable levels of insurance coverage during the term of the Card Services Agreement consistent with the scope and nature of its business and applicable industry best practices. Upon reasonable request, Global Direct shall deliver a certificate of insurance reflecting its then-current policy coverage and carriers.**

**13. TERM AND TERMINATION.**

- 13.1.** This Card Services Agreement shall remain in full force and effect for an initial term of one year (the "Initial Term"). The Card Services Agreement will automatically renew for additional one year periods ("Renewal Term" or "Renewal Terms", and together with the Initial Term, the "Term") unless Merchant gives 30 days' advance written notice of termination prior to the end of the then-current term. This Card Services Agreement is expressly made subject to the limitations of the Merchant's state constitution. Nothing herein shall constitute, nor be deemed to constitute, the creation of a debt or multi-year fiscal obligation or an obligation of future appropriations by Merchant, contrary to the any constitutional, statutory or charter debt limitation. Notwithstanding any other provision of this Card Services Agreement, with respect to any financial obligation of Merchant which may arise under this Card Services Agreement in any fiscal year, if the budget or other means of appropriations for any such year fails to provide funds in sufficient amounts to discharge such obligation, such failure shall not constitute a default or breach of this Card Services Agreement, including any sub-agreement, attachment, schedule, or exhibit thereto, by the Merchant.
- 13.2.** Notwithstanding the foregoing, Global Direct may terminate this Card Services Agreement or any portion thereof upon written notice to Merchant. Furthermore, Global Direct may terminate this Card Services Agreement at any time without notice upon Merchant's default in performing under any provision of this Card Services Agreement, upon an unauthorized conversion of all or any part of Merchant's activity to mail order, telephone order, Internet order, or to any activity where the card is not physically present and swiped through the Merchant's terminal or other card reader, upon any failure to follow the Card Acceptance Guide or any operating regulation or rule of a card association or network organization, upon any misrepresentation by Merchant, upon commencement of bankruptcy or insolvency proceedings by or against the Merchant, upon a material change in the Merchant's average ticket or volume as stated in the Merchant Application, or if Global Direct reasonably deems itself insecure in continuing this Card Services Agreement.
- 13.3.** If Global Direct and Member breach the terms and conditions hereof, the Merchant may, at its option, give written notice to Global Direct and Member of its intention to terminate this Card Services Agreement unless such breach is remedied within 30 days of such notice. Failure to remedy such a breach shall make this Card Services Agreement terminable, at the option of the Merchant, at the end of such 30-day period unless notification is withdrawn.
- 13.4.** Any Merchant deposit of sales or credit slips that is accepted by Global Direct and Member or by a designated depository after the effective date of termination will be returned to Merchant and will not be credited (or debited) to Merchant's account(s). If the deposit has already been posted to Merchant's account(s), said posting will be reversed and the deposit returned to Merchant. Termination of this Card Services Agreement shall not affect Merchant's obligations which have accrued prior to termination or which relate to any indebtedness purchased hereunder prior to termination, including but not limited to chargebacks even if such chargebacks come in after termination. If a termination occurs, all equipment leased from, and software provided by, Global Direct including but not limited to imprinters, terminals, and printers; all supplies; Card Acceptance Guides; and operating instructions must be returned immediately to Global Direct at Merchant's expense.

- 14. RETURNED ITEMS/CHARGEBACKS.** If a cardholder disputes any transaction, if a transaction is charged back for any reason by the card issuing institution, or if Global Direct or Member has any reason to believe an indebtedness previously purchased is questionable, not genuine, or is otherwise unacceptable, the amount of such indebtedness may be charged back and deducted from any payment due to Merchant or may be charged against any of Merchant's accounts or the Reserve Account (as defined below). Merchant acknowledges and agrees that it is bound by the rules of the card associations and network organizations with respect to any chargeback. Merchant further acknowledges that it is solely responsible for providing Global Direct and Member with any available information to re-present a chargeback and that, regardless of

any information it provides or does not provide Global Direct and Member in connection with a chargeback, or any other reason, Merchant shall be solely responsible for the liability related to such chargeback. A list of some common reasons for chargebacks is contained in the Card Acceptance Guide provided, however, that such list is not exclusive and does not limit the generality of the foregoing. If any such amount is uncollectible through withholding from any payments due hereunder or through charging Merchant's accounts or the Reserve Account, Merchant shall, upon demand by Global Direct, pay Global Direct the full amount of the chargeback. Merchant understands that obtaining an authorization for any sale shall not constitute a guarantee of payment, and such sales slips can be returned or charged back to Merchant like any other item hereunder.

## **15. RESERVE ACCOUNT.**

15.1. At any time, Global Direct and Member may, at their option, establish a reserve account to secure the performance of Merchant's obligations under this Card Services Agreement to such party ("Reserve Account"). The Reserve Account may be funded, at Global Direct's sole discretion, through any or all of the following: (a) direct payment by Merchant—at the request of Global Direct or Member, Merchant will deposit funds in the Reserve Account; or (b) the proceeds of indebtedness presented for purchase. Merchant hereby grants Member a security interest in all accounts referenced in section 5 or any other accounts, including certificates of deposits, maintained by Merchant with any designated depository or other financial institution and authorizes Global Direct (to the extent authorized by Member) or Member to make such withdrawals at such times and in such amounts as it may deem necessary hereunder. Merchant hereby instruct said financial institutions to honor any requests made by Global Direct and Member under the terms of this provision. To the extent permissible under applicable law, Merchant will hold harmless the financial institutions and indemnify them for any claims or losses they may suffer as a result of honoring withdrawal requests from Global Direct and Member.

15.2. Merchant hereby agrees that Global Direct and Member may deduct from this Reserve Account any amount owed to such party in accordance with this Card Services Agreement. Any funds in the Reserve Account may be held until the later of (a) the expiration of any potentially applicable chargeback rights in respect of purchased indebtedness under the rules and regulations of the card associations or network organizations and (b) the period necessary to secure the performance of Merchant's obligations under this Card Services Agreement, which holding period may extend beyond termination of this Card Services Agreement. Merchant will not receive any interest on funds being held in a Reserve Account and Merchant has no right to access the funds being held in the Reserve Account or otherwise transfer, pledge or use these funds for its own purposes. Without limiting the generality of the foregoing, Merchant shall, upon termination of this Card Services Agreement, maintain the sum of at least five percent of gross sales for the 90-day period prior to termination to be held in a Reserve Account in accordance with the terms of this Card Services Agreement. Global may, at its discretion upon termination of this Card Services Agreement, require that the Merchant maintain more than five percent of gross sales for the 90-day period prior to termination in a Reserve Account.

## **16. DEFAULT/SECURITY INTEREST.**

16.1. Upon failure by Merchant to meet any of its obligations under this Card Services Agreement (including funding the Reserve Account), any of the accounts referred to in section 5 may be debited without notice to Merchant, and Merchant (on behalf of itself and its affiliated entities) hereby grants to Member, Global Direct a lien and security interest in all of Merchant's right, title and interest in or to any of the following assets or properties: (a) all of the accounts referenced in the preceding sentence; (b) the Reserve Account; (c) any rights to receive credits or payments under this Card Services Agreement; and (d) all deposits and other property of Merchant that Member or its affiliates possess or maintain (including all proceeds of the foregoing). Merchant shall execute, acknowledge or deliver any documents or take any actions Member, Global Direct may from time to time request to better assure, preserve, protect, perfect, maintain or enforce this security interest. To the extent permitted by law, Merchant irrevocably authorizes Member, Global Direct to file any financing statements (at Merchant's expense) in any relevant jurisdiction or any other documents or instruments related to this security interest. Merchant represents and warrants that: (a) Merchant has good and valid rights and title to the property described herein; (b) Merchant has full power and authority to grant to Member the security interest pursuant hereto and to execute, deliver and perform its obligations in accordance with the terms of this Card

Services Agreement, without the consent or approval of any other person or entity; (c) no other person or entity has a security interest or lien in any of the property described herein; and (d) this security interest is a first lien security interest and secures Merchant's obligations to Member under this Card Services Agreement. Member shall have all rights of a secured party and Merchant must obtain the prior written consent of Member before granting any subsequent security interest or lien in the property described herein. Merchant agrees that it is Merchant's intent that these accounts and secured property shall to the extent allowed by applicable law not be subject to any preference, claim, or stay by reason of any bankruptcy or insolvency law. Merchant agrees to act consistently with the understanding that said accounts and secured property under this Card Services Agreement are free of all such preferences, claims or stays by reason of and as allowed by any such law. The scope of the security interest, and Merchant's (on behalf of itself and its affiliated entities) instructions to its financial institutions to accept withdrawal requests from Global Direct, Member, and Merchant's agreement to hold such institutions harmless and to indemnify them, to the extent permissible under applicable law, are described above in section 15.

16.2. Merchant also agrees that, if a default by Merchant occurs, Member has a right of setoff and may apply any of Merchant's balances or any other monies due Merchant from Member towards the payment of amounts due from Merchant under the terms of this Card Services Agreement. The rights stated herein are in addition to any other rights Global Direct, Member may have under applicable law.

## 17. DISPUTE RESOLUTION AND CLASS ACTION WAIVER

17.1. Any litigated action regarding, relating to or involving the validity, scope and/or enforceability of this Card Services Agreement, shall be brought in either the courts of the state of Georgia sitting in Muscogee County or the United States District Court for the Middle District of Georgia, and Merchant and Global Direct expressly agree to the exclusive jurisdiction of such courts. Merchant and Global Direct hereby agree and consent to the personal jurisdiction and venue of such courts, and expressly waive any objection that Merchant or Global Direct might otherwise have to personal jurisdiction or venue in such courts.

17.2. **Class Action Waiver:** *Merchant acknowledges and agrees that all disputes arising out of or related to this Card Services Agreement shall be resolved on an individual basis without resort to any form of class action and shall not be consolidated with the claims of any other parties. Merchant further agrees to waive, and hereby waives, the right to participate in a class action or to litigate or arbitrate on a class-wide basis.*

17.3. Merchant hereby agrees that claims applicable to American Express may be resolved through arbitration as further described in the American Express Merchant Requirements Guide (the "American Express Guide").

18. **AMENDMENTS.** Global Direct may change the terms of or add new terms to this Agreement at any time and any such changes or new terms shall be effective when notice thereof is given by Global Direct either through written communication or on its Merchant website located at: <https://reporting.globalpay.com>. Notwithstanding anything herein to the contrary, all fees, charges and/or discounts charged to Merchant hereunder may be changed immediately and without prior written notice to Merchant, provided that Global Direct will notify Merchant of any such changes promptly, either through written communication or on the Merchant website listed above. If Merchant provides written objection to such changes or amendments, Merchant shall have 15 calendar days from receipt of such changes or amendments to provide written notice to Global Direct of its desire to terminate this Card Services Agreement. Following receipt of such written notice, the amendments communicated by Global Direct or Member shall not take effect, and the Card Services Agreement shall continue under the prior terms for a period of up to 30 days. At the end of such 30-day period, this Card Services Agreement shall terminate and Merchant's ability to utilize the Services will cease.

19. **WAIVER.** No provision of this Card Services Agreement shall be deemed waived by any party unless such waiver is in writing and signed by the party against whom enforcement is sought. No failure to exercise, and no delay in exercising on the part of any party hereto, any right, power or privilege under this Card Services Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege under this Card Services Agreement preclude any other or further exercise thereof or the exercise of any other right, power, or privilege.

**20. EXCHANGE OF INFORMATION.** Merchant authorizes Global Direct to order a credit report on Merchant. Merchant hereby authorizes Member or any depository institution to release any financial information concerning Merchant or its accounts to Global Direct. Subsequent credit reports may be ordered in connection with updating, renewing or continuing this Card Services Agreement. Upon the written request of any individual who is the subject of a consumer credit report, Global Direct will provide the name and address of the consumer credit reporting agency furnishing such report, if any. Global Direct may exchange information about Merchant with Member, other financial institutions and credit card associations, network organizations and any other party. Merchant hereby authorizes Global Direct to disclose information concerning Merchant's activity to any card association, network organizations, or any of their member financial institutions, or any other party without any liability whatsoever to Merchant.

**21. GENERAL.** If any provision of this Card Services Agreement or portion thereof is held to be unenforceable, such a determination will not affect the remainder of this Card Services Agreement. Paragraph headings are included for convenience only and are not to be used in interpreting this Card Services Agreement.

**22. NOTICES.** All notices required by this Card Services Agreement shall be in writing and shall be sent by facsimile, by overnight carrier, or by regular or certified mail. All notices sent to Global Direct or Member shall be effective upon actual receipt by the Corporate Secretary of Global Payments Direct, Inc. 3550 Lenox Road NE, Suite 3000, Atlanta GA 30326. Any notices sent to Merchant shall be effective upon the earlier of actual receipt or upon sending such notice to the address provided by Merchant in the Merchant Application or to any other e-mail or physical address to which notices, statements and/or other communications are sent to the Merchant hereunder. The parties hereto may change the name and address of the person to whom notices or other documents required under this Card Services Agreement must be sent at any time by giving written notice to the other party.

**23. MERGER.** This Card Services Agreement, including these Card Services Terms & Conditions and the Merchant Application, constitutes the entire agreement between Merchant, Global Direct, and Member and supersedes all prior memoranda or agreements relating thereto, whether oral or in writing.

**24. EFFECTIVE DATE.** This Card Services Agreement shall become effective only upon acceptance by Global Direct and Member, or upon delivery of indebtedness at such locations as designated by Global Direct for purchase, whichever event shall first occur.

**25. DESIGNATION OF DEPOSITORY.** The financial institution set forth in the Merchant Application is designated by Merchant as a depository institution ("Depository") for its credit card indebtedness. Such financial institution must be a member of an Automated Clearing House Association. Merchant authorizes payment for indebtedness purchased hereunder to be made by paying Depository therefore with instructions to credit Merchant's accounts. Depository, Member, and/or Global Direct may charge any of Merchant's accounts at Depository for any amount due under this Card Services Agreement. Global Direct must approve in writing any proposed changes to the account numbers or to the Depository. Merchant hereby authorizes Depository to release any and all account information to Global Direct as Global Direct may request without any further authorization, approval or notice from or to Merchant.

**26. FINANCIAL ACCOMMODATION.** The acquisition and processing of sales slips hereunder is a financial accommodation and, as such, if Merchant becomes a debtor in bankruptcy, this Card Services Agreement cannot be assumed or enforced, and Global Direct and Member shall be excused from performance hereunder.

**27. DEBIT / ATM PROCESSING SERVICES: ADDITIONAL TERMS AND CONDITIONS.**

27.1. Debit Sponsor shall act as Merchant's sponsor with respect to the participation of point-of-sale terminals owned, controlled, and/or operated by Merchant (the "Covered Terminals") in each of the following debit card networks ("Networks"): Accel, AFFN, Alaska Option, CU24, Interlink, Maestro, NYCE, Pulse, Shazam, Star, and Tyme, which Networks may be changed from time-to-time by Debit Sponsor or Global Direct without notice. Merchant may also have access to other debit networks that do not require a sponsor. Global Direct will provide Merchant with the ability to access the Networks at the Covered Terminals for the purpose of authorizing debit card transactions from cards issued by the members of the respective Networks. Global Direct will provide connection to such Networks, terminal applications, settlement, and reporting activities. Merchant will comply with all federal, state, and local laws, rules, regulations, and ordinances ("Applicable Laws") and with all by-laws, regulations, rules,

and operating guidelines of the Networks ("Network Rules"). Merchant will execute and deliver any application, participation, or membership agreement or other document necessary to enable Debit Sponsor to act as sponsor for Merchant in each Network. Merchant agrees to utilize the debit card Services in accordance with the Card Services Agreement, its exhibits or attachments, and Global Direct's instructions and specifications (including but not limited to the Card Acceptance Guide which is incorporated into and made a part of this Card Services Agreement), and to provide Global Direct with the necessary data in the proper format to enable Global Direct to properly furnish the Services. Copies of the relevant agreements or operating regulations shall be made available to Merchant upon request.

27.2. Merchant shall not in any way indicate that Debit Sponsor endorses Merchant's activities, products, or services. Debit Sponsor and Merchant are and shall remain independent contractors of one another, and neither they, nor their respective individual employees, shall have or hold themselves out as having any power to bind the other to any third party. Nothing contained in this section 27 shall be construed to create or constitute a partnership, joint venture, employer-employee, or agency relationship between Debit Sponsor and Merchant.

27.3. If the Debit Sponsor's sponsorship of Merchant in any Network is terminated prior to the termination of the Card Services Agreement, Global Direct may assign Debit Sponsor's rights and obligations hereunder to a third party. All provisions in this section necessary to enforce the rights and obligations of the parties contained in this section 27 shall survive the termination of Debit Sponsor's debit sponsorship of Merchant under the Card Services Agreement. Debit Sponsor may assign this Card Services Agreement to any parent, subsidiary, affiliate, or successor-in-interest.

**28. MERCHANT ACCEPTANCE OF EBT TRANSACTIONS: ADDITIONAL TERMS AND CONDITIONS.** If Merchant accepts EBT transactions (as defined in section 2, Services Descriptions), Merchant agrees to issue Benefits to Recipients in accordance with the procedures specified herein, and in all documentation and user guides provided to Merchant by Global Direct, as amended from time-to-time (including but not limited to the Card Acceptance Guide which is incorporated into and made a part of this Card Services Agreement); and pursuant to the Quest Operating Rules (the "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. Unless otherwise defined herein, all capitalized terms shall have the meanings ascribed them in the Rules. Merchant will provide each recipient a receipt of each Benefit issuance. Merchant will be solely responsible for Merchant's issuance of Benefits other than in accordance with authorizations. Merchant agrees to comply with all the requirements, laws, rules and regulations pertaining to the delivery of services to Benefit Recipients and Benefit Recipient confidentiality. If Merchant issues FS Benefits under this Card Services Agreement, Merchant represents and warrants to Global Direct that Merchant is an FNS-authorized "Merchant" (as such term is defined in the Rules) and is not currently suspended or disqualified by FNS. Merchant agrees to secure and maintain at its own expense all necessary licenses, permits, franchises, or other authorities required to lawfully effect the issuance and distribution of Benefits under this Card Services Agreement, including without limitation, any applicable franchise tax certificate and non-governmental contractor's certificate, and covenants that Merchant will not issue Benefits at any time during which Merchant is not in compliance with the requirements of any applicable law. Merchant agrees to hold Global Direct harmless from any costs of compliance or failure to comply with any such obligation by Merchant. Global Direct may terminate or modify the provision of Services to Merchant if any of Global Direct's agreements with government EBT agencies are terminated for any reason or if any party threatens to terminate services to Global Direct due to some action or inaction on the part of Merchant. If any of these Card Services Terms & Conditions are found to conflict with Federal or State law, regulation or policy of the Rules, these Card Services Terms & Conditions are subject to reasonable amendment by Global Direct, the State or its EBT Service Provider to address such conflict upon 90 days written notice to Merchant, provided that Merchant may, upon written notice, terminate the Card Services Agreement upon receipt of notice of such amendment. Nothing contained herein shall preclude the State from commencing appropriate administrative or legal action against Merchant or for making any referral for such action to any appropriate Federal, State, or local agency. Any references to "State" herein shall mean the State in which Merchant issues Benefits pursuant hereto. If Merchant issues Benefits in more than one State pursuant hereto, then the reference shall mean each such State severally, not jointly.

**29. DECLINE MINIMIZER SERVICES.** If Merchant elects to use Global Direct's Decline Minimizer Service (as defined below), the following terms apply. Merchant represents and warrants that its business is of such a nature that it periodically needs to receive updated cardholder account information and that Merchant does not belong to any high-risk categories as determined by any Card Schemes. In consideration of Merchant's payment of any fees and charges set forth herein, Global Direct agrees to provide to Merchant certain Card decline minimizer services facilitated by applicable card associations, which services are designed to assist merchants in recurring payment industries with maintenance of current cardholder account data (such services, the "**Decline Minimizer Services**"). The Decline Minimizer Services are subject to availability as determined by the card associations. Merchant acknowledges that a card association may terminate or suspend Global Direct's ability or right to provide the Decline Minimizer Services, and Global Direct may terminate its obligations with respect to the Decline Minimizer Service at any time upon notice to Merchant. The Decline Minimizer Services may be subject to additional terms, conditions, and/or fees, notice of which shall be provided to Merchant in accordance with this Card Services Agreement.

**30. CALLPOP OPENEDGE SERVICES.**

30.1. Global Direct offers hardware and services, which may include but are not limited to, phone/fax to VOIP smart box converter, phone analytics, two-way calling, call notes and call history, quick text for incoming and missed calls, reviews via text, text to pay, smart caller ID, reporting portal(s), and mobile application(s) among other things (collectively, the "**CallPop OpenEdge Services**") for Merchant's sole use with its internal business operations.

30.2. If Merchant elects to use Global Direct's CallPop OpenEdge Services (as defined above), the following terms apply. In consideration of Merchant's payment of the fees and charges set forth in the Merchant Application with respect to Global Direct's CallPop OpenEdge Services, and subject to the terms and conditions herein, Global Direct agrees to provide Merchant certain CallPop Services and hereby grants Merchant a limited, non-exclusive, non-sublicensable, non-transferable license in the United States of America to access and use the CallPop Open Edge Services (as defined above) solely for Merchant's internal business operations. Merchant shall not and shall not permit or authorize any other party to (a) decompile, disassemble, reverse engineer, or otherwise attempt to discern the source code of the CallPop OpenEdge Services; or (b) copy, modify, enhance, or otherwise create derivative works of the CallPop OpenEdge Services. Either party may terminate or suspend the CallPop OpenEdge Services without terminating the rest of the Card Services Agreement pursuant to the termination and/or suspension rights specified in the Card Services Agreement. Notwithstanding the foregoing, Global Direct may terminate its obligations with respect to the CallPop OpenEdge Services at any time upon notice to Merchant. The CallPop OpenEdge Services may be subject to additional terms, conditions, and/or fees, notice of which shall be provided to Merchant in accordance with this Card Services Agreement.

30.3. *Notwithstanding anything to the contrary herein, excepts as expressly provided herein, Global Direct makes no representation or warranty, express or implied with respect to the CallPop OpenEdge Services, including without limitation, any hardware provided in connection therewith. Global Direct specifically disclaims all warranties as to the merchantability, condition, design, or compliance with specifications or standards, and expressly disclaims all implied warranties, including without limitation implied warranties of merchantability, fitness for a particular use, or non-infringement of third party rights, with respect to the CallPop OpenEdge Services. Global Direct does not warrant that the CallPop OpenEdge Services will operate without interruption or on an error-free basis. Global Direct shall have no liability to Merchant for incidental, special, consequential, indirect or exemplary damages, including without limitation lost profits, revenues and business opportunities, or damages for injury to person or property, arising out of or in connection with the use by Merchant of the CallPop OpenEdge Services.*

31. **DISCOVER PROGRAM MARKS.** Merchant is hereby granted a limited non-exclusive, non-transferable license to use Discover brands, emblems, trademarks, and/or logos that identify Discover cards ("**Discover Program Marks**"). Merchant is prohibited from using the Discover Program Marks other than as expressly authorized in writing by Global Direct. Merchant shall not use the Discover Program Marks other than to display decals, signage, advertising and other forms depicting the Discover Program Marks that are provided to Merchant by Global Direct pursuant to this Card Services Agreement or otherwise approved in advance in writing by Global Direct. Merchant may use the Discover Program Marks only to promote the services covered by the Discover

Program Marks by using them on decals, indoor and outdoor signs, advertising materials and marketing materials; provided that all such uses by Merchant must be approved in advance by Global Direct in writing. Merchant shall not use the Discover Program Marks in such a way that customers could believe that the products or services offered by Merchant are sponsored or guaranteed by the owners of the Discover Program Marks. Merchant recognizes that it has no ownership rights in the Discover Program Marks and shall not assign to any third party any of the rights to use the Discover Program Marks.

**32. PAYPAL MARKS.** PayPal Marks means the brands, emblems, trademarks, and/or logos that identify PayPal Acceptance. Merchant shall not use the PayPal Marks other than to display decals, signage, advertising, and other forms depicting the PayPal Marks that are provided to Merchant by Global Direct pursuant to the Merchant Program or otherwise approved in advance in writing by Acquirer. Merchant may use the PayPal Marks only to promote the services covered by the PayPal Marks by using them on decals, indoor and outdoor signs, advertising materials and marketing materials; provided that all such uses by Merchant must be approved in advance by Global Direct in writing. Merchant shall not use the PayPal Marks in such a way that customers could believe that the products or services offered by Merchant are sponsored or guaranteed by the owners of the PayPal Marks. Merchant recognizes that it has no ownership rights in the PayPal Marks. Merchant shall not assign to any third party any of the rights to use the PayPal Marks. Merchant is prohibited from using the PayPal Marks, not permitted above, unless expressly authorized in writing by PayPal.

**33. AMERICAN EXPRESS CARD ACCEPTANCE.**

33.1. If Merchant accepts American Express transactions, Merchant hereby acknowledges and agrees that for purposes of acceptance of American Express, the American Express Guide is hereby incorporated by reference into this Card Services Agreement. In addition, Merchant agrees to comply with the terms of all other security and operational guides published by American Express from time to time, including the American Express Data Security Requirements. Merchant hereby authorizes Global Direct to submit American Express transactions to, and receive settlement from, American Express on behalf of Merchant. Merchant must accept the American Express card as payment for goods and services (other than those goods and services prohibited under the American Express Guide sold, or (if applicable) for charitable contributions made, at all of its establishments, except as expressly permitted by state statute. Merchant is jointly and severally liable for the obligations of Merchant's establishments under the Card Services Agreement. For the avoidance of doubt, "cardholder" as used in this Card Services Agreement shall include Card Members as defined in the American Express Guide.

33.2. Merchant hereby acknowledges and agrees that (i) Global Direct may disclose American Express Transaction Data (which for purposes of this section 33 shall have the same definition as "Transaction Data" in the American Express Guide), Merchant Data (as defined below), and other information about Merchant to American Express, (ii) American Express may use such information to perform its responsibilities in connection with the American Express Program, promote the American Express Network, perform analytics and create reports, and for any other lawful business purpose, including marketing purposes, and (iii) American Express may use the information obtained in this application at the time of setup to screen and/or monitor Merchant in connection with American Express Card marketing and administrative purposes. If Merchant has provided a wireless phone number in connection with this Card Services Agreement, Merchant hereby agrees that it may be contacted at that number and the communications sent may include autodialed text messages or automated prerecorded calls. If Merchant has provided a fax number, Merchant hereby agrees that it may be sent fax communications. To opt out of American Express-related marketing communications, Merchant may contact Global Direct customer service as described in this Card Services Agreement. For purposes of this section 33, "Merchant Data" means names, postal and email addresses, tax ID numbers, names and social security numbers of the authorized signer of Merchant and similar identifying information about Merchant. For clarification, Merchant Data does not include American Express Transaction Data.

33.3. Merchant hereby agrees that, if Merchant becomes a High Charge Volume Merchant (as defined below), Merchant will be converted from the American Express Program to a direct American Express Card acceptance relationship with American Express, and upon such conversion, (i) Merchant will be bound by American Express' then-current card acceptance agreement, and (ii) American Express will set pricing and other fees payable by Merchant for American Express Card acceptance. "High Charge Volume Merchant" for purposes of this section 33 means an American Express Program Merchant with either (i) greater than \$1,000,000 in

American Express charge volume in a rolling 12-month period or (ii) greater than \$100,000 in American Express charge volume in any 3 consecutive months. For clarification, if Merchant has multiple establishments, the American Express charge volume from all establishments shall be summed together when determining whether Merchant has exceeded the thresholds above.

33.4. Merchant shall not assign to any third party any American Express-related payments due to it under this Card Services Agreement, and all indebtedness arising from American Express Charges (as defined below) will be for bona fide sales of goods and services (or both) at its establishments (as defined below) and free of liens, claims, and encumbrances other than ordinary sales taxes; provided, however, that Merchant may sell and assign future American Express transaction receivables to Global Direct, its affiliated entities and/or any other cash advance funding source that partners with Global Direct or its affiliated entities, without consent of American Express.

33.5. In connection with Merchant's acceptance of American Express, Merchant agrees to comply with and be bound by, the rules and regulations imposed by the PCI Security Standards Council (including without limitation the PCI Data Security Standard). Merchant hereby agrees to report all actual or suspected Data Incidents (as such term is defined in the American Express Data Security Requirements) immediately to Global Direct and American Express immediately upon discovery thereof.

33.6. Merchant hereby agrees that American Express shall have third party beneficiary rights, but not obligations, to enforce the Card Services Agreement against Merchant to the extent applicable to American Express processing. Merchant's termination of American Express card acceptance shall have no direct or indirect effect on Merchant's rights to accept other card brands. To terminate American Express acceptance, Merchant may contact Global Direct customer service as described in this Card Services Agreement.

33.7. Without limiting any other rights provided herein, Global Direct shall have the right to immediately terminate Merchant's acceptance of American Express cards upon request of American Express. Merchant may not bill or collect from any American Express Card Member for any purchase or payment on the American Express card unless a chargeback has been exercised, Merchant has fully paid for such charge, and it otherwise has the right to do so. Merchant shall use the American Express brand and marks in accordance with the requirements set forth in the American Express Guide.

#### **34. ELECTRONIC SIGNATURES.**

34.1. Under the Electronic Signatures in Global and National Commerce Act (E-Sign), this Card Services Agreement and all electronically executed documents related hereto are legally binding in the same manner as are hard copy documents executed by hand signature when: (a) your electronic signature is associated with the Card Services Agreement and related documents, (b) you consent and intend to be bound by the Card Services Agreement and related documents; and (c) the Card Services Agreement is delivered in an electronic record capable of retention by the recipient at the time of receipt (i.e., print or otherwise store the electronic record). This Card Services Agreement and all related electronic documents shall be governed by the provisions of E-Sign.

34.2. By pressing Submit, you agree: (a) that the Card Services Agreement and related documents shall be effective by electronic means; (b) to be bound by the terms and conditions of this Card Services Agreement and related documents; (c) that you have the ability to print or otherwise store the Card Services Agreement and related documents; and (d) to authorize us to conduct an investigation of your credit history with various credit reporting and credit bureau agencies for the sole purpose of determining the approval of the applicant for merchant status or equipment leasing. This information is kept strictly confidential and will not be released.

#### **35. SURCHARGES/OTHER FEES.**

35.1. Merchant pricing appears in the Card Services Fee Schedule of the Merchant Application. T&E merchants (airline, car rental, cruise line, fast food, lodging, restaurant, travel agent, transportation) may have separate rates quoted for consumer and commercial (business) transactions. Transactions that do not clear as priced are subject to surcharges (as outlined in Merchant Application) that are billed back to you on your monthly statement. The most predominant market sectors and transaction types for surcharges appear in the Surcharge Addendum attached, however, such sectors and transaction

types are not comprehensive and are subject to change. Most surcharges can be avoided by using a product that supports authorization and market data requirements established by the card associations and that are subject to change from time to time. Some surcharges occur on specific types of cards (including without limitation Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, Mastercard Rewards Card, Mastercard World Card, Mastercard World Elite Card, Discover Rewards Card, Discover Premium Card, Discover Premium Plus Card, and "foreign" cards issued outside the United States). Unless your Card Services Fee Schedule specifically addresses commercial cards (i.e., Business Cards, Corporate Cards, Fleet Cards, GSA Cards, Purchase Cards), you will be billed back for the higher cost of acceptance of commercial cards, unless you are primarily a business-to-business supplier with corresponding pricing based on acceptance of commercial cards. The card associations require that information from the original authorization, including a lifecycle identifier, be retained and returned with subsequent authorizations and/or the settled transaction data. The card associations validate this information as part of the clearing and settlement process. If authorization data is not retained and returned at settlement, then the transaction will not clear as priced and will incur a surcharge. For more information concerning surcharging and to view market data, you may wish to check the Global Direct website ([www.globalpaymentsinc.com](http://www.globalpaymentsinc.com)) for best practices information and to license Global Access @dvantage (GA@) or Business View for transaction detail review.

35.2. The items listed in this section 35 are not and are not intended to be a comprehensive list of all instances in which surcharges may apply. Surcharges may apply in additional situations. All surcharges may include additional fees assessed by the applicable card association and Member or Global Direct.

35.3. In addition, Merchant may be assessed additional fees which will be in addition to the fees stated on the Merchant Application, including the following:

35.4. Merchant will also be assessed: (a) Cross-Border fees and a U.S. Acquirer Support fee for international Mastercard and Maestro transactions; (b) an International Service Assessment fee and International Acquirer fee for international Visa transactions; and (c) an International Processing fee and International Service fee for international Discover transactions. These fees, which are applicable to transactions between Merchant and a non-U.S. Mastercard, Maestro, Visa, American Express, or Discover cardholder will be displayed as a separate item on Merchant's monthly statement and may include fees assessed by both the applicable card association and Member or Global Direct.

35.5. Merchant will also be assessed per transaction access or participation fees and assessment rates for Visa, Mastercard, American Express, Discover and PayPal transactions, which will be displayed as a separate item on Merchant's monthly statement and may include fees by both the applicable card association and Member or Global Direct.

35.6. Merchant will also be assessed a Discover Network Authorization Fee.

35.7. Merchant may also be assessed a PCI DSS Compliance fee, which will appear as a separate item on Merchant's monthly statement. This fee is assessed by Member and Global Direct in connection with Member and Global Direct's efforts to comply with the PCI Data Security Standard and does not ensure Merchant's compliance with the PCI Data Security Standard or any law, rule or regulation related to cardholder data security. The payment of such fee shall not relieve Merchant of its responsibility to comply with all rules and regulations related to cardholder data security, including without limitation the PCI Data Security Standard. Merchant may also be assessed a PCI DSS Non-Compliance fee until they validate compliance or confirm they are using a PA DSS Validated payment application.

35.8. Merchant will also be assessed the following fees on or related to Visa transactions: the Visa Misuse of Authorization System fee, which will be assessed on authorizations that are approved but never settled with the Merchant's daily batch, the Visa Zero Floor Limit Fee, which will be assessed on settled transactions that were not authorized, the Visa Zero Dollar Verification fee, which will be assessed on transactions where Merchant requested an address verification response without an authorization, the Visa Transaction Integrity fee, which will be assessed on Visa signature debit and prepaid transactions that fail to meet processing and transaction standards defined by Visa, and a monthly fee based on the number of card present Merchant

locations by Merchant taxpayer identification number and/or all Visa volume processed by a Merchant's taxpayer identification number. Merchant will also be assessed a Mastercard CVC2 Transaction fee and the Mastercard Misuse of Authorization System fee, which will be assessed on authorizations that are approved but never settled with the Merchant's daily batch or not properly reversed within 120 days, and an acceptance and licensing fee that will be applied to the Merchant's total U.S. Mastercard sales volume. These fees will be displayed as separate items on Merchant's monthly statement, provided that the acceptance and licensing fee may be included with Merchant's Mastercard assessment fees, and may include fees assessed by both the applicable card association and Member or Global Direct.

## SURCHARGE ADDENDUM FOR PREDOMINANT MARKET SECTORS

### **Retail/Restaurant Electronic Merchant**

If you are a Retail Merchant or a Restaurant Merchant with retail-only pricing (no Business Card Rate) and utilize a certified terminal product or electronic system or the payment application provided by Global Direct or its partner, which is designed for authorization and settlement through Global Direct, each consumer card transaction you submit which meets all of the following requirements will be priced at the rate quoted. Each transaction not processed as outlined, including without limitation retail commercial card transactions in addition to transactions using Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, Mastercard Rewards Card, Mastercard World Card, Mastercard World Elite Card, Discover Rewards Card, Discover Premium Card, Discover Premium Plus Card and all Commercial Cards, will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

- Obtain a single electronic authorization with magnetic strip read or contactless data capture (electronic imprint) at the time of sale. Obtain a single electronic authorization and settle for authorized amounts.
- Obtain a cardholder signature (unless transaction is eligible for No Signature Required [NSR] program). Settle and transmit batches same day via your terminal/electronic system.
- The electronic authorization amount must be equal to the transaction amount on all Visa debit card transactions unless a Restaurant (MCC 5812), Fast Food (MCC 5814), Service Station (MCC 5541) or, Bar/Tavern (MCC 5513), Beauty/Barber Shop (MCC 7230), or Taxi/Limousines (MCC 4121).
- The electronic authorization amount must be equal to the transaction amount on Discover retail transactions except that Taxi Limousines (MCC 4121) and Beauty/Barber Shop (MCC 7230) merchant transactions may vary up to 20%. Restaurant (MCC 5812), Fast Food (MCC 5814), Service Station (MCC 5541) or Bar/Tavern (MCC 5513) transactions may vary by more than 20% from the electronic authorization without incurring surcharges.

### **Restaurant Electronic Merchant**

If you are a Restaurant Merchant MCC 5812 or Fast Food Merchant MCC 5814 and utilize a certified terminal product or electronic system for authorization and settlement through Global Direct, each consumer card transaction you submit which meets all of the following requirements will be priced at the rate quoted. Each transaction not processed as outlined, in addition to transactions using Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, Mastercard Rewards Card, Mastercard World Card, Mastercard World Elite Card, Discover Rewards Card, Discover Premium Card, and Discover Premium Plus Card will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application. Commercial Card transactions that meet these requirements will be subject to the Business Card rate quoted in the Fee Schedule. Commercial Card transactions not processed in accordance with these requirements will be subject to the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

- Obtain a single electronic authorization with magnetic strip read or contactless data capture (electronic imprint) at the time of sale. Obtain a cardholder signature (unless transaction is eligible for NSR program).
- Settle and transmit batches same day via your terminal/electronic system.

### **Supermarket Electronic Merchant**

If you are an approved (certified) supermarket merchant and utilize a terminal or electronic system for authorization and settlement through Global Direct, each transaction you submit which meets all of the following requirements will be priced at the rate(s) quoted for Supermarket Credit Card and Supermarket Check Card. Each transaction not processed as outlined, in addition to transactions using Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, Mastercard Rewards Card, Mastercard World Card, Mastercard World Elite, Discover Rewards Card, Discover Premium Card, Discover Premium Plus Card and commercial cards, will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

- Obtain a magnetic strip read (card swipe/contactless data capture/electronic imprint) at the time of sale. Obtain a single electronic authorization and settle for authorized amounts.

- Obtain a cardholder signature (unless transaction is eligible for NSR program). Settle and transmit batches same day via your terminal/electronic system.
- The electronic authorization amount must be equal to the transaction amount on all Visa debit card transactions.

#### **Emerging Market Electronic Merchant**

If you qualify as an Emerging Market Merchant (as defined by Association guidelines from time to time) and utilize a terminal or electronic system for authorization and settlement through Global Direct, each transaction you submit which meets all the following requirements will be priced at the rates quoted. Any other transaction, including commercial card transactions, Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, Mastercard Rewards Card, Mastercard World Card, Mastercard World Elite Card, Discover Rewards Card, Discover Premium Card, Discover Premium Plus Card, and non-magnetic stripe read foreign transactions will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application. In addition, each Visa transaction not processed as outlined, but transmitted same day or next day via your terminal/electronic system, will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

- Obtain a single electronic authorization.
- Settle and transmit batches same day via your terminal/electronic system. Provide market data as required. See Note.

NOTE: If card is not present and a magnetic stripe read does not occur, then Merchant may be required to comply with "Direct Marketer" market data requirements including AVS request on cardholder billing address at time of authorization. If card is present and cardholder signature is obtained, however the magnetic stripe is damaged, then Merchant may be required to obtain AVS match on cardholder billing address zip code.

#### **MOTO Electronic Merchant**

If you are a MOTO Merchant (non-magnetic swipe read transactions), and utilize a certified terminal product or electronic system for authorization and settlement through Global Direct, each transaction you submit which meets all of the following requirements will be priced at the rate quoted. Any other transaction, including all foreign transactions and commercial card transactions in addition to transactions using Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, Mastercard Rewards Card, Mastercard World Card, Mastercard World Elite Card, Discover Rewards Card, Discover Premium Card, and Discover Premium Plus Card will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

- Obtain an electronic authorization and settle for authorized amounts (one reversal permitted on Visa transactions to make authorization amount equal to settle amount).
- Address Verification Request in authorization on cardholder billing address. For Discover transactions, Merchant must obtain full address verification request on street number and/or 9 digit postal code.
- CID verification for Discover merchants on non-recurring transactions. Purchase date (settled date) is ship date.
- Send order number with each transaction.
- Settle and transmit batches same day via your terminal/electronic system.
- Send level 3 data (line item detail, sales tax, customer code) with every eligible commercial card transaction.

NOTE: Card Not Present transactions involving one-time, recurring, or installment bill payment transactions are subject to additional card association requirements which must be complied with to avoid surcharges. Electronic commerce transaction requirements are also subject to additional card association requirements which must be complied with to avoid surcharges. Please refer to Card Acceptance Guide for additional requirements.

**NOTE:** Transactions which utilize our TouchTone Capture system for authorizations and settlement, settle beyond 48 hours, or are not transmitted via the TouchTone Capture system, will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

#### **Public Sector Electronic Merchant**

If you are an approved (certified) public sector merchant and utilize a terminal or electronic system for authorization and settlement through Global Direct, each transaction you submit which meets all of the following requirements will be priced at the rate(s) quoted for Public Sector. Each transaction not processed as outlined, in addition to transactions using Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, Mastercard Rewards Card, Mastercard World Card, Mastercard World Elite, Discover Rewards Card, Discover Premium Card, Discover Premium Plus Card and commercial cards, will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

- Obtain a magnetic strip read (card swipe/contactless data capture/electronic imprint) at the time of sale. Obtain a single electronic authorization and settle for authorized amounts.
- Obtain a cardholder signature (unless transaction is eligible for NSR program). Settle and transmit batches same day via your terminal/electronic system.
- The electronic authorization amount must be equal to the transaction amount on all Visa debit card transactions.

#### **Purchase Card Electronic Merchant**

If you are a Purchase Card Merchant (non-magnetic swipe read transactions) and utilize a certified terminal product or electronic system for authorization and settlement through Global Direct, each transaction you submit which meets the following requirements will be priced at the rate quoted. Each Visa transaction not processed as outlined, but transmitted same day or next day via your terminal/electronic system, will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application. Each Visa business and commercial card transaction will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application. Any other transaction that does not meet the following requirements, including without limitation foreign transactions, tax-exempt Visa Commercial transactions, Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, Mastercard Rewards Card, Mastercard World Card, Mastercard World Elite Card, Discover Rewards Card, Discover Premium Card and Discover Premium Plus Card will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

- Obtain an electronic authorization and settle for authorized amounts (one reversal permitted on Visa transactions to make authorization amount equal to settled amount).
- Address Verification Request in authorization on cardholder billing address. Purchase date (settled date) is ship date.
- Send order number (customer code) with each transaction. Send tax amount with every transaction.
- Send Level 3 data (line item detail) with every eligible commercial card transaction. Sales tax exempt transactions will not be considered to meet these requirements unless they include Level 3 data (line item detail).
- Settle and transmit batches same day via your terminal/electronic system.

#### **Lodging/Auto Rental Electronic Merchant**

If you are a Lodging or Auto Rental Merchant utilizing a terminal or electronic system for authorization and settlement through Global Direct, each consumer card transaction you submit which meets the following requirements will be priced at the rate quoted. Each transaction not processed as outlined, including without limitation non-magnetic stripe read foreign transactions, and transactions using Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, Mastercard Rewards Card, Mastercard World Card, Mastercard World Elite Card, Discover Rewards Card, Discover Premium Card, and Discover Premium Plus Card will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application. Commercial Card transactions that meet these requirements will be subject to the Business Card rate quoted in

the Fee Schedule. Commercial Card transactions not processed in accordance with these requirements will be subject to the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

- Obtain a magnetic swipe read (card swipe/electronic imprint) at the time of check-in.
- Obtain additional electronic authorizations or send partial reversals to bring total authorized amount within 15% of settled amount. Authorizations must meet card association requirements.
- Obtain a cardholder signature for final transaction amount. Purchase Date is hotel check-out date/auto return date.
- Length of guest stay/rental in initial authorization.
- Hotel Folio/Rental Agreement Number and check-in date/check-out date transmitted with each transaction.
- Additional market data may be required for commercial card transactions to avoid surcharges. Lodging merchants who: (a) accept credit cards for advance payment; (b) guarantee reservations using a credit card; or (c) provide express check-out services to guests, must comply with additional card association requirements for these services in addition to additional authorization and settlement market data requirements. Lodging merchants who subject charges to final audit and bill for ancillary/additional charges must comply with additional bank card association requirements for these services in addition to additional authorization and settlement market data requirements to avoid surcharges. These transactions may also be subject to the rate quoted plus the applicable surcharge rate quoted in the Merchant Application. Please see Card Acceptance Guide for requirements and best practices for these transactions.

#### **Paper Deposit Merchant**

Non-terminal/electronic paper deposit transactions will be priced at the rate quoted in the Card Services Fee Schedule of the Merchant Application.

#### **Debit Card Merchant**

Each debit card transaction will be assessed the network's acquirer fee in addition to the debit card per item fee quoted in the Card Services Fee Schedule of the Merchant Application.

#### **Card Present / Mag Stripe Failure:**

A magnetic stripe read is also referred to as an electronic imprint. If the magnetic stripe is damaged, then other validation means may be required to protect against counterfeit cards and merchant must obtain a manual imprint. Most products, including the payment application, if any, will prompt for cardholder billing zip code and perform an AVS check for a zip code match. CID verification is recommended for Discover key-entered transactions. Key-entered retail transactions are subject to higher interchange and surcharges.

The foregoing information regarding surcharging is not comprehensive and is subject to change by the card association. Additional or different rates or fees may apply based on the details of a subject transaction.

All questions regarding Card Services should be referred to Global Payments Direct Inc. – 3550 Lenox Road NE, Suite 3000, Atlanta, GA. 30326, or call: 1-800-367-2638. Note: Billing disputes must be forwarded, in writing, to Customer Service within 60 days of the date of the statement and/or notice.

Contact information for Member is listed in the Merchant Application.

**Global Payments Direct Inc.** is a registered ISO of BMO Harris Bank N.A. and Wells Fargo Bank, N.A.

**Debit sponsorship** is provided by Old Line Bank - 1525 Pointer Ridge Place, Bowie, MD. 20716, 1(800)617-7511.

Sales Office _____	Print Sales Rep Name _____	Sales ID# _____
Merchant Number _____	Sales Rep. Signature _____	Phone #: _____
<b>1. BUSINESS INFORMATION</b>		
Client's Business Name (Doing Business As): <i>City of Caney</i>		Client's Corporate/Legal Name (Use Also For Headquarter's Information): <i>City of Caney</i>
Business Address: <i>100 W Fourth Ave</i>		Billing Address (If Different Than Location Address):
City: <i>Caney</i>	State: <i>KS</i>	Zip: <i>67333</i>
City: _____	State: _____	Zip: _____
Location Phone #: <i>620.879.2772</i>	Location Fax #: _____	Contact Name: <i>Adam Lanter</i>
Business E-mail Address: <i>alanter@caneyks.com</i>	Contact Fax # / E-mail Address: <i>alanter@caneyks.com</i>	
Business Website Address: <i>caneyks.com</i>	Contact Phone #: <i>620.879.2772</i>	
Date Business Started: <i>1887</i>	Send Retrieval Requests to: <input type="checkbox"/> Business Location <input type="checkbox"/> Corp/Legal Location Send Merchant Monthly Statement to: <input type="checkbox"/> Business Location <input type="checkbox"/> Corp/Legal Location	
Customer Service Phone #: <i>620.879.2772</i>	Customer Service E-mail Address: _____	Statement Delivery Method: (choose one) <input type="checkbox"/> Print and Mail <input checked="" type="checkbox"/> Online via AccessOne
<input type="checkbox"/> INDIVIDUAL/SOLE PROPRIETORSHIP: State in which Certificate of Assumed Name Filed: _____ State: _____		<input checked="" type="checkbox"/> TAX EXEMPT ORGANIZATION (501C) State: <i>KS</i> <input checked="" type="checkbox"/> GOVERNMENT (Federal, State, Local)
<input type="checkbox"/> CORPORATION – CHAPTER S, C State: _____		<input type="checkbox"/> INTERNATIONAL ORGANIZATION Location Filed: _____
<input type="checkbox"/> MEDICAL OR LEGAL CORPORATION State: _____		<input type="checkbox"/> ASSOCIATION/ESTATE/TRUST State Filed: _____ <input type="checkbox"/> LIMITED LIABILITY COMPANY State Filed: _____  <input type="checkbox"/> PARTNERSHIP State Filed: _____
Name (as it appears on your income tax return; If Sole Proprietor, must include middle initial) <i>City of Caney</i>		FEDERAL TAX ID # (as it appears on your income tax return) <i>48-6042996</i> <input type="checkbox"/> I certify that I am a foreign entity/nonresident alien. (If checked, please attach IRS Form W-8)
<b>NOTE:</b> 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.)		
*SIC/MCC: _____	Final Auth. Indicator: <input type="checkbox"/> 0 (Pre Auth.) <input type="checkbox"/> 1 (Final Auth.)	IATA/ARC: _____ (MCC 4722 Only)
<small>Note: *If your business is classified as High Risk and assigned (or is later assigned based upon your business activity) any of the following Merchant Category Codes (MCC): 5966, 5967 and 7841<sup>1</sup>, then registration is required with Visa and/or Mastercard within 30 days from when your account becomes active. An Annual Registration Fee of \$500 may apply for Visa and/or Mastercard (total registration fees could be \$1,000.00). Failure to register could result in fines in excess of \$10,000.00 for violating Visa and/or Mastercard regulations<sup>2</sup>.</small>		
<small><sup>1</sup>Registration for MCC 7841 is only required for non-face-to-face adult content. <sup>2</sup>Information herein, including applicable MCCs, is subject to change.</small>		
<b>Detailed Explanation of Type of Merchandise, Products or Services Sold:</b> <i>licensing fees, fees, utilities (water, sewer, trash), &amp; court fees/related costs, permits,</i>		
<b>2. ADDITIONAL CREDIT / SITE SURVEY INFORMATION – ALL MERCHANTS</b>		
1. Zone: <input type="checkbox"/> Business District <input type="checkbox"/> Industrial <input type="checkbox"/> Residential	13. Do you have a refund policy for Mastercard/Visa/ Discover Network-PayPal/American Express OptBlue Sales? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, check one: <input type="checkbox"/> Exchange <input type="checkbox"/> Mastercard/Visa/Discover Network-PayPal/ <input type="checkbox"/> Store Credit American Express OptBlue Credit If Mastercard/V/Discover Network-PayPal/American Express OptBlue Credit, within how many days do you submit credit transactions? <input checked="" type="checkbox"/> 0-3 <input type="checkbox"/> 4-7 <input type="checkbox"/> 8-14 <input type="checkbox"/> Over 14	
2. Location: <input type="checkbox"/> Mall <input type="checkbox"/> Office <input type="checkbox"/> Home <input checked="" type="checkbox"/> Shopping Area <input type="checkbox"/> Apartment <input type="checkbox"/> Isolated <input type="checkbox"/> Door-to-Door <input type="checkbox"/> Flea Market <input type="checkbox"/> Other	14. Advertising Method (Attach at least one): <input type="checkbox"/> Catalog <input type="checkbox"/> Brochure <input type="checkbox"/> Direct Mail <input type="checkbox"/> TV/Radio <input checked="" type="checkbox"/> Internet <input type="checkbox"/> Phone <input type="checkbox"/> Newspaper/Journals <input type="checkbox"/> Other Marketing Materials required for Mail Order, B to B, Internet over \$1 Million in annual volume. Attach Web Page for Internet Merchant.	
3. How many employees: <i>27</i>	15. Previous Processor: <i>Global Payments</i>	
4. How many registers/Terminals: <i>1</i>	16. Check Reason For Leaving: <input checked="" type="checkbox"/> Rate <input type="checkbox"/> Service <input type="checkbox"/> Terminated <input type="checkbox"/> Other: _____	
5. Is proper license visible? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No, explain: _____	17. Does your business offer products and/or services to customers through a mobile application: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If so, list name of mobile application: _____	
6. Where is the merchant name displayed at the site? <input type="checkbox"/> Window <input type="checkbox"/> Door <input checked="" type="checkbox"/> Store Front	Mail / Telephone Order / Business to Business / Internet Information (All Questions must be Answered)	
7. Merchant Occupies: <input checked="" type="checkbox"/> Ground Floor <input type="checkbox"/> Other: _____	1. What is the time frame from transaction to delivery? (% of orders delivered in): 0-7 days <i>100</i> % + 8-14 days _____ % + 15-30 days _____ % + 31-90 days _____ % + 91-180 days _____ % + over 180 days _____ % = 100%	
8. # of Floors/Levels: <input checked="" type="checkbox"/> 1 <input type="checkbox"/> 2-4 <input type="checkbox"/> 5-10 <input type="checkbox"/> 11+	2. Mastercard/Visa/Discover Network-PayPal/American Express OptBlue sales are deposited (check one): <input type="checkbox"/> Date of order <input type="checkbox"/> Date of delivery <input checked="" type="checkbox"/> Other (specify): <i>daily</i>	
9. Remaining Floor(s) Occupied by: <input type="checkbox"/> Residential <input type="checkbox"/> Commercial <input type="checkbox"/> Combination <input checked="" type="checkbox"/> None	3. Does any of your cardholder billing involve automatic renewals or recurring transactions (i.e., cardholder authorizes initial sale only)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
10. Approximate Square Footage: <input type="checkbox"/> 0-250 <input type="checkbox"/> 251-500 <input type="checkbox"/> 501-2,000 <input checked="" type="checkbox"/> 2,001 plus		
11. Are customers required to leave a deposit? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes If Yes, % of deposit required: <i>960 for water</i>		
12. Return Policy: <input type="checkbox"/> Full Refund <input type="checkbox"/> Exchange Only <input checked="" type="checkbox"/> None		

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**3. OWNERS INFORMATION**

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Controlling Individual: An individual with significant responsibility for managing the legal entity (e.g., a Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, Managing Member, General Partner, President, Vice President, or Treasurer). Applies to private corporations, limited liability corporations, or partnerships.

Controlling Individual

Name: Joshua ElliottTitle: Mayor

Ownership %: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Social Security #: \_\_\_\_\_

Home Address: 100 W Fourth Ave

Home Phone: \_\_\_\_\_

City: CaneyState: KSZip: 67333Country: USA

Beneficial Owners: Each individual, if any, who owns, directly or indirectly, 25 percent or more of the equity interests of the legal entity customer (e.g., each natural person that owns 25 percent or more of the shares of a corporation).

Owner 1

Name: Andrea SibleyTitle: City Administrator

Ownership %: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Social Security #: \_\_\_\_\_

Home Address: 100 W Fourth Ave

Home Phone: \_\_\_\_\_

City: CaneyState: KSZip: 67333Country: USA

Owner 2

Name: Adam LanterTitle: City Clerk

Ownership %: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Social Security #: \_\_\_\_\_

Home Address: 100 W Fourth Ave

Home Phone: \_\_\_\_\_

City: CaneyState: KSZip: 67333Country: USA

Owner 3

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Ownership %: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Social Security #: \_\_\_\_\_

Home Address: \_\_\_\_\_

Home Phone: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_

Zip: \_\_\_\_\_

Country: \_\_\_\_\_

Owner 4

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Ownership %: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Social Security #: \_\_\_\_\_

Home Address: \_\_\_\_\_

Home Phone: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_

Zip: \_\_\_\_\_

Country: \_\_\_\_\_

**4. SETTLEMENT INFORMATION**

Deposit Bank: \_\_\_\_\_

Transit / ABA #: \_\_\_\_\_

Deposit Account #: \_\_\_\_\_

ACH Detail Flag:  Individual  Combined  Separate (defaults to Combined if option not selected)**5. TRANSACTION INFORMATION****FINANCIAL DATA**

Gross YEARLY Sales Volume (Cash + Credit + Debit + Check)		\$ <u>1,165,000</u>	Avg. Mastercard/Visa/Discover Network- PayPal Ticket (Estimate If Never Processed in Past)	\$ _____	WHERE IS SALE TRANSACTED? (Must = 100%)
Average YEARLY Mastercard/Visa Volume	\$ _____		Avg. American Express OptBlue Ticket (Estimate If Never Processed in Past)	\$ _____	Store Front/Swiped <u>50</u> %
Average YEARLY Discover Network- PayPal Volume	\$ _____		Highest Ticket Amount	\$ _____	Internet <u>25</u> %
Average YEARLY American Express OptBlue Volume	\$ _____				Mail Order <u>25</u> %
Seasonal? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	High Volume Months Open: _____				Telephone Order <u>0</u> %
					Total <u>100</u> %

**6. GRID INFORMATION - INTERNAL USE ONLY**

AUTHORIZATION GRID ID#:		USER DEFINED GRID ID#:		MFC GRID ID:	
Mastercard TIERED GRID ID	8-pos. Alpha/Numeric	Visa TIERED GRID ID	8-pos. Alpha/Numeric	DISCOVER NETWORK-PayPal TIERED GRID ID	8-pos. Alpha/Numeric
Mastercard CREDIT MPG ID	8-pos. Alpha/Numeric	Visa CREDIT MPG ID	8-pos. Alpha/Numeric	DISCOVER NETWORK-PayPal CREDIT MPG ID	8-pos. Alpha/Numeric
Mastercard DEBIT MPG ID	8-pos. Alpha/Numeric	Visa DEBIT MPG ID	8-pos. Alpha/Numeric	DISCOVER NETWORK DEBIT MPG ID	8-pos. Alpha/Numeric

**7. SERVICE FEE SCHEDULE**

Accept all Mastercard, Visa, Discover Network and American Express OptBlue Transactions (presumed, unless any selections below are checked)

**Mastercard****Visa****Discover Network****American Express OptBlue** Mastercard Credit Transactions Visa Credit Transactions Discover Network Credit Transactions American Express Credit Transactions Mastercard Non-PIN Debit Trans. Visa Non-PIN Debit Trans. Discover Network Non-PIN Debit Trans.**Discover Network-PayPal** Discover Network-PayPal Credit Transactions Discount Collected  Daily  Monthly

O_WF_R_2801	7. SERVICE FEE SCHEDULE (cont'd)								O_WF_R_2801		
Tiered											
Discount Fees (Based on Gross Sales Volume)											
	Discount	MPG TXN Fee		Discount	MPG TXN Fee		Discount	MPG TXN Fee		Discount	MPG TXN Fee
Mastercard Qual Credit	%	\$	Visa Qual Credit	%	\$	Discover Network-PayPal Qual Credit	%	\$	American Express OptBlue Qual Credit	%	\$
Mastercard Mid-Qual Credit	%	\$	Visa Mid-Qual Credit	%	\$	Discover Network-PayPal Mid-Qual Credit	%	\$	American Express OptBlue Mid-Qual Credit	%	\$
Mastercard Non-Qual Credit	%	\$	Visa Non-Qual Credit	%	\$	Discover Network-PayPal Non-Qual Credit	%	\$	American Express OptBlue Non-Qual Credit	%	\$
Mastercard Worldcard Qual	%	\$	Visa Rewards 1	%	\$						
Mastercard Worldcard Mid-Qual	%	\$	Visa Rewards 2	%	\$						
Mastercard Worldcard Non-Qual	%	\$									
Mastercard Qual Debit	%	\$	Visa Qual Debit	%	\$	Discover Network Qual Debit	%	\$			
Mastercard Mid-Qual Debit	%	\$	Visa Mid-Qual Debit	%	\$	Discover Network Mid-Qual Debit	%	\$			
Mastercard Non-Qual Debit	%	\$	Visa Non-Qual Debit	%	\$	Discover Network Non-Qual Debit	%	\$			
Mastercard Regulated Debit Discount	%	\$	Visa Regulated Debit Discount	%	\$	Discover Network Regulated Debit Disc't	%	\$			
						ERR					
	Discount	Non-Qual Fees		Discount	Non-Qual Fees		Discount	Non-Qual Fees		Discount	Non-Qual Fees
Mastercard Qual Credit	%	%	Visa Qual Credit	%	%	Discover Network-PayPal Qual Credit	%	%	American Express OptBlue Qual Credit	%	%
Mastercard Qual Debit	%	%	Visa Qual Debit	%	%	Discover Network Qual Debit	%	%			
Pass Through Interchange											
<input checked="" type="checkbox"/> Net Only - Includes Dues and Assessments				<input type="checkbox"/> Gross Only - Includes Dues and Assessments							
	Discount (Based on Gross Sales Vol.)		Discount (Based on Gross Sales Vol.)			Discount (Based on Gross Sales Vol.)			Discount (Based on Gross Sales Vol.)		
Mastercard Qual Credit	%	Visa Qual Credit	%		Discover Network-PayPal Qual Credit	%		American Express OptBlue Qual Credit	%		
Mastercard Qual Debit	%	Visa Qual Debit	%		Discover Network Qual Debit	%		American Express OptBlue has Program Pricing and not Interchange and are subject to change.			
Flat Rate											
				Discount Fee		MPG Rate			MPG Per Item		
Mastercard Qualified Credit				%		%			%		
Mastercard Qualified Debit				%		%			%		
Visa Qualified Credit				%		%			%		
Visa Qualified Debit				%		%			%		
Discover Network - PayPal Qualified Credit				%		%			%		
Discover Network - PayPal Qualified Debit				%		%			%		
American Express OptBlue Qualified Credit				%		%			%		
Other Item Rate											
Mastercard Credit	\$	Visa Credit	\$		Discover Network-PayPal Credit	\$		American Express OptBlue Credit	\$		
Mastercard Debit	\$	Visa Debit	\$		Discover Network Debit	\$					
Other Volume %											
Mastercard Credit	%	Visa Credit	%		Discover Network-PayPal Credit	%		American Express OptBlue Credit	%		
Mastercard Debit	%	Visa Debit	%		Discover Network Debit	%					
PIN Debit											
<input checked="" type="checkbox"/> Pass Through Debit Network Fees				Other Item Rate \$ _____ (per item)		Other Volume Percent _____ % (per item)					
Fleet											
WEX: Other Item Rate \$ _____ (per item)				Voyager: Qual _____ %			Other Item Rate \$ _____ (per item)				
TeleCheck											
<input type="checkbox"/> In-Person Warranty <input type="checkbox"/> Mail Order Warranty <input type="checkbox"/> Single Hold Check Warranty <input type="checkbox"/> Multiple Hold Check Warranty <input type="checkbox"/> In-Person Paper Warranty <input type="checkbox"/> C.O.D. Warranty											
SE # _____ Inquiry Rate _____ % Per TXN Fee \$ _____				Start/Processing Fee \$ _____			Dec. Risk Surcharge _____ .10 %				
Monthly Minimum Fee \$ _____ (Per Location)				Customer Requested Operator Call (CROC) \$ _____			Unauthorized Return Fee \$ _____				
Miscellaneous Fees											
<input checked="" type="checkbox"/> Dues and Assessments			V/Mastercard Chargeback Fee (Per Item) \$ 20.00			V/Mastercard Retrieval Fee (12B Letter) (Per Item) \$ 5.00			Return Trans. Fee (Per Item) \$ _____		
Sales Transaction Fee (Per Item) \$ _____			Batch Fee (Per Item) \$ _____			eIDS Access Fee (Flat Rate) \$ 3.00			Other: _____		
EBT - Food Stamps (Per Item) \$ _____			#:			EBT - Cash Benefits (Per Item) \$ _____			\$ _____		
Minimum Monthly Fee \$ _____			Monthly Statement Fee (Acct on File) \$ _____			ACH Reject Fee (Per Item) \$ 10.00			Pass Visa Trans Integrity Fee <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		

O_WF_R_2801		7. SERVICE FEE SCHEDULE (cont'd)				O_WF_R_2801	
Miscellaneous Fees (cont'd)							
Mastercard License Fee (Per Sales Item)	\$ _____	(Sales Volume)	%	(Flat Rate)	\$ _____	<input type="checkbox"/> Monthly	
						<input type="checkbox"/> Annually in December	
Visa Proc Fee (Per Item)	\$ _____	Mastercard Proc Fee (Per Item)	\$ _____	Visa BIN Fee (Per Item)	\$ _____	Mastercard ICA Fee (Per Item)	\$ _____
Pass Visa Fixed Acquirer Network Fee (FANF) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Visa FANF Card Present Upcharge (Flat Rate) \$ _____			Visa FANF Card Not Present Upcharge (Flat Rate) \$ _____			
Pass Visa Acquirer Processing Fee <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Pass Visa Misuse of Auth Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Pass Visa Zero Floor Limit Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Pass Visa Int'l Acquirer Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Pass Mastercard Acquirer Support Fee <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Pass Mastercard Cross Border Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Pass Discover Data Usage Charge	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Pass Visa Acq ISA Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Pass Discover Int'l Processing Fee <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Pass Discover Int'l Service Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Pass Discover Network Auth Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Pass Mastercard Nat'l Acquirer Brand Usage (NABU) Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>Authorization &amp; Capture Transaction Fees</b>							
Mastercard/Visa Auth & Capture Fee:	\$ _____	(per item)	Voice Authorization	\$ 1.50 (per item)			
Discover Network PayPal Auth & Capture Fee:	\$ _____	(per item)	Electronic AVS Fee	\$ 0.05 (per item)			
American Express OptBlue Auth & Capture Fee:	\$ _____	(per item)	Voice AVS Fee	\$ 1.95 (per item)			
American Express Pass Through (existing) SE #:			ARU Fee	\$ 0.50 (per item)			
<b>User Defined Grid Fees</b>							
Wireless Monthly Service Fee	\$ 24.95	Supplies:	\$ _____	Reg. Product Fee	(Monthly) \$ 4.95		
AccessOne Fee	\$ 3.00	Other: Equipment Fee	\$ _____	TIN/TFN Invalid	(Monthly) \$ 9.95		
Customer Service Fee	\$ _____	Other:	\$ _____	Website Usage	(Per item) \$ 1.00		
Debit Access Fee	\$ _____	Other:	\$ _____				
<b>Merchant Fee Control Grid Fees</b>							
Annual Fee	\$ _____	Other: Paynada Plus	\$ 49.95	Other: PCI Non-compliance	\$ 19.95		
Month	January	<input type="checkbox"/> Per Item <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Annually	Month	<input type="checkbox"/> Per Item <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Annually	Month		
<b>Commercial Card Interchange Service Fee</b> 75% (See Program Guide for details regarding Commercial Card Interchange Service.)							
Pass Visa BIN/ICA Fee (Note: this fee can be used for Shared Systems Only)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Visa BIN/ICA Fee Upcharge (Per Item) \$ 0.001					
Pass Visa Staged Digital Wallet Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Visa Staged Digital Wallet Fee Upcharge (Per Item) \$ 0.001					
Pass Visa B2B Virtual Service Fees	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No						
Pass Visa File Transmission Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Visa File Transmission Transaction Fee Upcharge (Per Item) \$ 0.001					
Pass Visa Acquirer Credit Voucher Data Processing Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Visa Acquirer Credit Voucher Data Processing Fee Upcharge (Per Item) \$ 0.001					
Pass Visa Acquirer Data Processing International Return Fee Credit:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Visa Acquirer Data Processing International Return Fee Credit Upcharge (Per Item) \$ 0.001					
Pass Visa Acquirer Data Processing International Return Fee Debit:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Visa Acquirer Data Processing International Return Fee Debit Upcharge (Per Item) \$ 0.001					
Pass Visa AFD Non Participation Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Visa AFD Non Participation Fee Upcharge (Per Item) \$					
Pass Visa International Acquirer Processing Fee Credit	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Pass Visa International Acquirer Processing Fee Debit <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No					
Pass Visa Account Verification International, Credit and Debit Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No						
Pass Account Name Inquiry Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Visa Account Name Inquiry Fee Upcharge (Per Item) \$ 0.001					
Pass Visa APF Domestic Debit Auth Reversal Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Pass Visa APF Domestic Credit Auth Reversal Fee <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No					
Pass Visa APF International Debit Auth Reversal Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Pass Visa APF International Credit Auth Reversal Fee <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No					
Pass Visa Data Consistency Domestic Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Pass Visa Excessive Auth Attempts Domestic & Cross Border Fee <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No					
Pass Visa Fallback US Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Visa Fallback US Fee Upcharge (Per Item) \$ 0.001					
Pass Visa Network Acquirer Processing (NAPF) Reversal Fees	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No						
Pass Visa Consumer BillPay Participation Fee (Per Item) \$ 0.001		Visa Consumer BillPay Participation Fee Upcharge (Per Item) \$ 0.001					
Pass Visa Never Approve Reattempt Fees US	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No						
Pass Visa Address Verification Fee US	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Visa Address Verification Service Fee US Upcharge (Per Item) \$ 0.001					
Pass Visa Integrity Detail Report Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Visa Integrity Detail Report Fee Upcharge (Per Item) \$ 0.001					
Pass Visa Recurring Auth Decline Fee US	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Visa Recurring Auth Decline Fee US Upcharge (Per Item) \$ 0.001					
Pass Visa Base 2 Returned Item Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Visa Base 2 Returned Item Fee Upcharge (Per Item) \$ 0.001					
Pass Visa Manual Cash Switch Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Visa Manual Cash Switch Fee Upcharge (Per Item) \$ 0.001					
Pass Visa Magnetic Stripe Contactless Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Visa Magnetic Stripe Contactless Fee Upcharge (Per Item) \$ 0.001					
Pass Visa CVV2 Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Visa CVV2 Fee Upcharge (Per Item) \$ 0.001					
Pass Visa Estimated Auth Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Visa Estimated Auth Fee Upcharge (Sales Volume) 0.001 %					
Pass Visa Incremental Auth Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Visa Incremental Auth Fee Upcharge (Sales Volume) 0.001 %					

O_WF_R_2801	7. SERVICE FEE SCHEDULE (cont'd)		O_WF_R_2801
Merchant Fee Control Grid Fees (cont'd)			
Pass Visa Digital Commerce Service Fee	(Sales Volume) <u>0.001</u> %		
Pass Visa Digital Commerce Service Fee Minimum	(Per Item) \$ <u>0.001</u>		
Pass Visa Commercial Solutions Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Visa Commercial Solutions Fee Upcharge	(Sales Volume) <u>0.001</u> %
Pass Visa High Integrity Risk Tran Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Pass Visa High Integrity Risk Volume Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Pass Discover Card Account Verification Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Discover Card Account Verification Fee Upcharge	(Per Item) \$ <u>0.001</u>
Pass Discover Network Auth Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Discover Network Auth Fee Upcharge	(Per Item) \$ <u>0.001</u>
Pass Discover Program Integrity Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Discover Program Integrity Fee Upcharge	(Per Item) \$ <u>0.001</u>
Pass Discover Account Verification Service Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Discover Account Verification Service Fee Upcharge	(Per Item) \$ <u>0.001</u>
Pass Discover Address Verification Service Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Discover Address Verification Service Fee Upcharge	(Per Item) \$ <u>0.001</u>
Pass Discover Digital Investment Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Discover Digital Investment Fee Upcharge	(Sales Volume) <u>0.001</u> %
Pass Discover Ticket Retrieval Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Discover Ticket Retrieval Fee Upcharge	(Per Item) \$ <u>0.001</u>
Pass Discover Dispute Fee	(Per Item) \$ <u>  </u>	Discover Retrieval Fee	(Per Item) \$ <u>5.00</u>
Pass PayPal Participation Authorization Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	PayPal Participation Authorization Fee Upcharge	(Sales Volume) <u>0.001</u> %
Pass American Express OptBlue Access Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Pass American Express OptBlue Network Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	American Express OptBlue Network Fee Upcharge	(Sales Volume) <u>30</u> %
Pass American Express OptBlue Acquirer Transaction Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	American Express OptBlue Acquirer Transaction Fee Upcharge	(Per Item) \$ <u>0.001</u>
Pass American Express OptBlue Dispute Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	American Express OptBlue Dispute Fee Total	(Per Item) \$ <u>0.001</u>
Pass American Express OptBlue Retrieval Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	American Express OptBlue Retrieval Fee Total	(Per Item) \$ <u>0.001</u>
Pass American Express OptBlue Program Continuation Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Pass Mastercard Processing Integrity Fee Pre Auth	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Mastercard Processing Integrity Fee Pre Auth Upcharge	(Per Item) \$ <u>0.001</u>
Pass Mastercard Processing Integrity Fee Undefined Auth	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Mastercard Processing Integrity Fee Undefined Auth Upcharge	(Per Item) \$ <u>0.001</u>
Pass Mastercard Processing Integrity Fee Final Auth %	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Pass Mastercard Processing Integrity Fee Final Auth Minimum Per Item	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Pass Mastercard Processing Integrity Message Format Error Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Mastercard Processing Integrity Message Format Error Fee Upcharge	(Per Item) \$ <u>0.001</u>
Pass Mastercard Processing Integrity Image Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Mastercard Processing Integrity Image Fee Upcharge	(Per Item) \$ <u>0.001</u>
Pass Mastercard BIN/ICA Fee (Note: this fee can be used for Shared Systems Only)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Mastercard BIN/ICA Fee Upcharge	(Per Item) \$ <u>0.01</u>
Pass Mastercard Kilobyte Clearing US Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Mastercard Kilobyte Clearing US Fee Upcharge	(Per Item) \$ <u>0.001</u>
Pass Mastercard Installment Purchase A, B and Refund A Fees	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Pass Mastercard Decline Service Fee US	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Mastercard Decline Service Fee US Upcharge	(Per Item) \$ <u>0.001</u>
Pass Mastercard ICA AVS Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Mastercard ICA AVS Fee Upcharge	(Per Item) \$ <u>0.001</u>
Pass Mastercard Digital Enablement Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Mastercard Digital Enablement Fee Upcharge	(Sales Volume) <u>0.001</u> %
Pass Mastercard Business to Business US Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Mastercard Business to Business US Fee Upcharge	(Sales Volume) <u>0.001</u> %
Pass Mastercard SecureCode Transaction Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Mastercard SecureCode Transaction Fee Upcharge	(Flat Rate) \$ <u>0.001</u>
Pass Mastercard Location Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Mastercard Location Fee Upcharge	(Flat Rate) \$ <u>0.001</u>
Pass Mastercard ACQ Interchange Downgrade Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Mastercard ACQ Interchange Downgrade Fee Upcharge	(Per Item) \$ <u>0.001</u>
Pass Mastercard Excessive Auth Attempts US Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Mastercard Excessive Auth Attempts US Fee Upcharge	(Per Item) \$ <u>0.001</u>
Pass Mastercard ACQ Freight Program Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Mastercard ACQ Freight Program Fee Upcharge	(Sales Volume) <u>0.001</u> %
Pass Mastercard Credential Continuity Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Mastercard Credential Continuity Fee Upcharge	(Per Item) \$ <u>0.001</u>
Pass Mastercard Nominal Auth Amount US Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Mastercard Nominal Auth Amount US Fee Upcharge	(Per Item) \$ <u>0.001</u>
Pass Mastercard Merchant Advice Code US Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Mastercard Merchant Advice Code US Fee Upcharge	(Per Item) \$ <u>0.001</u>
Pass Mastercard Preauthorization Card Present Fee US	(Sales Volume) <u>0.001</u> %		
Pass Mastercard Preauthorization Card Present Fee Minimum US	(Per Item) \$ <u>0.01</u>		
Pass Mastercard Preauthorization Card Not Present Fee US	(Sales Volume) <u>0.001</u> %		
Pass Mastercard Preauthorization Card Not Present Fee Minimum US	(Per Item) \$ <u>0.01</u>		
Pass Mastercard Mail/Telephone Order Fee US	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Mastercard Mail/Telephone Order Fee US Upcharge	(Sales Volume) <u>0.001</u> %

O_WF_R_2801	7. SERVICE FEE SCHEDULE (cont'd)		O_WF_R_2801
Merchant Fee Control Grid Fees (cont'd)			
Pass Mastercard NABU Foreign Transaction Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Mastercard NABU Foreign Transaction Fee Upcharge	(Per Item) \$ 0.001
Pass Retrieval Received Fax/Mail Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Retrieval Received Fax/Mail Fee Upcharge	(Per Item) \$ 0.001
Pass Chargeback Received Fax/Mail Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Chargeback Received Fax/Mail Fee Upcharge	(Per Item) \$ 0.001
Pass Retrieval Outgoing Fax/Mail Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Retrieval Outgoing Fax/Mail Fee Upcharge	(Per Item) \$ 0.001
Pass Chargeback Outgoing Fax/Mail Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Chargeback Outgoing Fax/Mail Fee Upcharge	(Per Item) \$ 0.001
Pass Visa Accept/No Accept Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Visa Accept/No Accept Fee Upcharge	(Per Item) \$ 0.001
Pass Visa Accept 0-20 US Fees	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Visa Accept 0-20 US Fees Upcharge	(Per Item) \$ 0.001
Pass Visa Dispute Accept 21-25 Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Pass Visa Merchant Response 0-20 Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Pass Visa Dispute Accept 26-30 Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Pass Visa Merchant Response 21-25 Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Pass Visa Dispute No Acceptance Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Pass Visa Merchant Response 26-30 Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Pass Visa Retrieval Fulfillment Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Pass Visa Case Filing Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Pass Visa Retrieval Non-Fulfillment Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Pass Visa Lost Case Filing Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Pass Visa Auto Acceptance Fee	(Per Item) \$ 1.00		
Pass Visa Preadbitration with Qualified Remedy Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Visa Preadbitration with Qualified Remedy Fee Upcharge	(Per Item) \$ 0.001
Pass Visa Preadbitration Remedy Rejected Reimbursement	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Pass Mastercard Accept/No Accept Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Mastercard Accept/No Accept Fee Upcharge	(Per Item) \$ 0.001
Pass Mastercard Preadbitration Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Pass Mastercard Case Filing Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Pass Mastercard Case Withdrawal Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Pass Mastercard Lost Case Filing Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Pass Discover Accept/No Accept Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Discover Accept/No Accept Fee Upcharge	(Per Item) \$ 0.001
Pass Discover Lost Case Filing Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Pass Discover Inquiry Request No Response Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Discover Inquiry Request No Response Fee Upcharge	(Per Item) \$ 0.001
Pass Discover Representment Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Discover Representment Fee Upcharge	(Per Item) \$ 0.001
Pass American Express Accept/No Accept Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	American Express Accept/No Accept Fee Upcharge	(Per Item) \$ 0.001
Pass Dispute Case Mastercard DMS Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Dispute Case Mastercard DMS Fee Upcharge	(Per Item) \$ 0.001
Pass Dispute Image Mastercard DMS Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Pass Mastercard Presentment Excessive Pages Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Pass Dispute Image Visa DMS Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Dispute Image Visa DMS Fee Upcharge	(Per Item) \$ 0.001
Pass Visa Pre-Compliance Image Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Pass Visa Incoming Pre-Dispute DMS Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Pass Visa Late Response to Dispute Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Visa Late Response to Dispute Fee Upcharge	(Per Item) \$ 0.001
Pass Mastercard Late Response to Dispute Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Mastercard Late Response to Dispute Fee Upcharge	(Per Item) \$ 0.001
Pass Discover Late Response to Dispute Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Discover Late Response to Dispute Fee Upcharge	(Per Item) \$ 0.001
Pass American Express Late Response to Dispute Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	American Express Late Response to Dispute Fee Upcharge	(Per Item) \$ 0.001
NW Refund Request Response Mastercard-DMS Tier 1	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
NW Refund Request Response Mastercard-DMS Tier 2	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
NW Collaboration ADJ Mastercard-DMS	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Pass STAR Debit Network Annual Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	STAR Debit Network Annual Fee Upcharge	(Flat Rate) \$ 2.00
Pass Pulse Debit Network Annual Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Pulse Debit Network Annual Fee Upcharge	(Flat Rate) \$ 2.00
Pass NYCE Debit Network Annual Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	NYCE Debit Network Annual Fee Upcharge	(Flat Rate) \$ 4.00
Pass Accel Debit Network Annual Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Accel Debit Network Annual Fee Upcharge	(Flat Rate) \$ 4.00
Pass Culliance Network Annual Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Culliance Network Annual Fee Upcharge	(Flat Rate) \$ 4.00
Pass Interlink System Integrity Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Interlink System Integrity Fee Upcharge	(Per Item) \$ 4.00
Pass Interlink EMV Fallback Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Interlink EMV Fallback Fee Upcharge	(Per Item) \$ 4.00
Pass Interlink Magnetic Stripe Contactless Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Interlink Magnetic Stripe Contactless Fee Upcharge	(Per Item) \$ 4.00
Pass Interlink Commercial Solutions Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Pass Interlink Never Approve Reattempt Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Pass STAR Token Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	STAR Token Fee Upcharge	(Per Item) \$ 4.00

O_WF_R_2801	<b>7. SERVICE FEE SCHEDULE (cont'd)</b> <b>Merchant Fee Control Grid Fees (cont'd)</b>		O_WF_R_2801
Pass NACHA Unauthorized Entry Fee	(Per Item) \$ <u>4.50</u>	NACHA Unauthorized Entry Fee Upcharge	(Per Item) \$ <u>1.50</u>
Pass Ingenico Monthly Management Fee	(Flat Rate) \$ <u>.50</u>	Ingenico Monthly Management Fee Upcharge	(Flat Rate per month) \$ _____
Other Fees	(Other) \$ _____	Other Fees	(Other) \$ _____
<b>Security &amp; Compliance Fees</b>			
Clover Security Plus	(Flat Rate per month) \$ _____	PCI Rapid Comply	(Flat Rate per month) \$ _____
PCI Rapid Comply (Compliance) & Liability Waiver	(Flat Rate per month) \$ _____	Merchant Opted Out	<input type="checkbox"/> Yes
Data Protection Only	(Flat Rate per month) \$ _____	Clover Security Essentials	(Flat Rate per month) \$ _____
Pass PCI Non Compliance Fee (Monthly)	(Flat Rate) \$ <u>19.95</u>	TransArmor Terminal	(Flat Rate) \$ <u>5.00</u>
<b>Clover Fees</b>			
Platform Access Monthly Fee	(Per Item) \$ _____	Clover Non-Swiped Authorization Fee	(Per Item) \$ _____
Clover Go Monthly Fee (per MID)	(Flat Rate) \$ _____		
Wireless Monthly Service Fee	(Flat Rate) \$ <u>.25</u>	Wireless Activation Fee	(Flat Rate) \$ _____

**CONTINUED ON NEXT PAGE**

O_WF_R_2801	<b>8. EQUIPMENT/THIRD PARTY INFORMATION</b>	O_WF_R_2801
<p>Network (Front End): <input checked="" type="checkbox"/> Omaha <input type="checkbox"/> North <input type="checkbox"/> Nashville <input type="checkbox"/> Bypass</p> <p>Do you use any third party to store, process or transmit cardholder data? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes, identify the Third Party Processor used: <input type="checkbox"/> 00 None <input type="checkbox"/> 01 Yahoo <input type="checkbox"/> 02 Authorize.net <input type="checkbox"/> 03 Cybersource <input type="checkbox"/> 04 Verifone <input type="checkbox"/> 05 Merchant Link <input type="checkbox"/> 06 Shift 4  <input type="checkbox"/> 08 FIS <input type="checkbox"/> 09 Six Payment Services Corp <input type="checkbox"/> 10 Verisign <input type="checkbox"/> 99 Other (please specify) _____</p>		
<p><b>INTERNET GATEWAY:</b> <input type="checkbox"/> First Data Global Gateway <input type="checkbox"/> Other: _____</p> <p>Wireless Network: _____</p>		
PC/Internet Software	Quantity _____	<input type="checkbox"/> New <input type="checkbox"/> Rent <input type="checkbox"/> Purchase <sup>1</sup> <input type="checkbox"/> Lease <sup>2</sup> <input type="checkbox"/> Existing
Terminal Model	Quantity _____	<input type="checkbox"/> New <input type="checkbox"/> Rent <input type="checkbox"/> Purchase <sup>1</sup> <input type="checkbox"/> Lease <sup>2</sup> <input type="checkbox"/> Existing
Printer Model	Quantity _____	<input type="checkbox"/> New <input type="checkbox"/> Rent <input type="checkbox"/> Purchase <sup>1</sup> <input type="checkbox"/> Lease <sup>2</sup> <input type="checkbox"/> Existing
PIN Pad	Quantity _____	<input type="checkbox"/> New <input type="checkbox"/> Rent <input type="checkbox"/> Purchase <sup>1</sup> <input type="checkbox"/> Lease <sup>2</sup> <input type="checkbox"/> Existing
<p><sup>1</sup> Clover Equipment Purchase Only: This is for information purposes only. Please refer to your equipment purchase agreement with POS Equipment Service Inc. for information and pricing and fees for your equipment or hardware. You are not purchasing equipment from Processor and you acknowledge and agree that Processor will have no obligation or liability relating to such purchase of equipment. Your purchase of equipment is subject to separate terms and conditions between you and the equipment seller.</p> <p><sup>2</sup> See Equipment Lease Agreement for the Terms and Conditions governing your leased equipment.</p>		
<p><b>Early Termination Fee \$ _____</b> The initial term of this Agreement is three years from the date of your approval by our Credit Department (the Initial Term). If you terminate this Agreement before the end of the then current term or otherwise stop processing your transactions with us, you will be charged this Early Termination Fee. After the Initial Term, subject to Part IV, Section A.3, this Agreement will automatically renew for successive 30 day periods. Merchant Initials _____</p>		
<b>9. SIGNATURE(S)</b>		
<p>Client certifies that all information set forth in this completed Merchant Processing Application is true and correct and that Client has received a copy of the Program Guide and Confirmation Page, which is part of this Merchant Processing Application (consisting of Sections 1-9), and by this reference incorporated herein. Client acknowledges and agrees that we, our Affiliates and our third party subcontractors and/or agents may use automatic telephone dialing systems to contact Client at the telephone number(s) Client has provided in this Merchant Processing Application and/or may leave a detailed voice message in the event that Client is unable to be reached, even if the number provided is a cellular or wireless number or if Client has previously registered on a Do Not Call list or requested not to be contacted Client for solicitation purposes. Client hereby consents to receiving commercial electronic mail messages from us, our Affiliates and our third party subcontractors and/or agents 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 Section 5, Transaction Information section above, you are authorized to accept transactions in accordance with the percentages indicated in that section. This signature page also serves as a signature page to the TeleCheck Solutions 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 TeleCheck Solutions Agreement.</p> <p>On behalf of myself as an individual, the entity on whose behalf I am signing, and its principals (collectively, the Client Parties), (A) I authorize Processor, Servicers, the applicable Payment Networks, and its and their Affiliates, third party subcontractors, service providers, and/or agents: (i) to use, disclose, and exchange amongst them and externally with other third-parties, the information in the Agreement and information about each of the Client Parties, (including by requesting and sharing, personal and business consumer reports, bank references, and other information as necessary from time to time), for marketing and administrative purposes, verification purposes, purposes under the Merchant Processing Application and Agreement (MPA), if approved, product improvement, fraud, analytics and any other purposes permitted by law (and to continue to use and share such information following the termination of this Agreement); (ii) to inform me directly about the contents of requested consumer reports (including the name and address of the agency furnishing the report), and (iii) to receive any and all personal and business credit financial information from all references, including banks and consumer reporting agencies, which are hereby released to provide that information; and (B) I certify that: (i) The federal taxpayer identification number and corresponding filing name provided herein are correct; (ii) The statements made and agreed to in this MPA, to which I have not made any alterations or stricken out any language, are true, complete and accurate, and may be relied upon as current unless changed or updated per the Notice provisions of Agreement; (iii) I can read and understand the English language; (iv) I have received and read a copy of the (a) MPA (consisting of Sections 1-9), (b) Program Guide, (c) Confirmation Page (version O_WF_R_2801), and (v) I have authority to bind the entity on whose behalf I am signing below and have the appropriate consents and authority from each of the Client Parties (whether individuals or other entities) to authorize the use and sharing of data described above. Processor's privacy notice is available at <a href="http://www.fserv.com/privacy">www.fserv.com/privacy</a>.</p> <p>Client authorizes FDMS and Bank and their affiliates to debit Client's designated bank account via Automated Clearing House (ACH) for costs associated with equipment hardware, software and shipping.</p> <p>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). To help the government fight the funding of terrorism and money laundering activities, Servicers obtain, verify, and record certain information including your full name, physical address, and any other information needed for identity verification purposes while processing this MPA, as described in the USA Patriot Act.</p> <p><b>Client certifies, under penalties of perjury, that the federal taxpayer identification number and corresponding filing name provided herein are correct. Client agrees to all the terms of this Merchant Processing Application and Agreement. This Merchant Processing Application and Agreement will not take effect until Client has been approved and this Agreement has been accepted by Processor and Bank. Acceptance by Processor and Bank will occur upon the earlier of the execution of this Merchant Processing Application and Agreement by Processor and Bank, or the commencement of the provision of the Services by Processor and Bank.</b></p>		
<p><b>Client's Authorized Signer:</b></p> <p>Signature X _____ Title: _____</p> <p>Print Name of Signer _____ Date: _____</p> <p>Processor: First Data Merchant Services LLC  Signature X _____ Title: _____</p> <p>Printed Name: _____ Date: _____</p> <p>Bank: Wells Fargo Bank, N.A.  (a member of Visa USA, Inc. and Mastercard International, Inc.)  By: First Data Merchant Services LLC, pursuant to a limited power of attorney</p> <p>Signature X _____ Title: _____</p> <p>Printed Name: _____ Date: _____</p>		
<b>TELECHECK ACH AUTHORIZATION</b>		
<p><b>ACH Debit and Credit Authorization:</b> Client authorizes its Financial Institution to pay and charge to its account the amount(s) due TeleCheck under this TeleCheck Agreement and to accept all credits and debits made to its account by TeleCheck via electronic funds transfer in connection with TeleCheck's services under this TeleCheck Agreement. This authorization shall remain in effect until (30) thirty days after revoked in writing.</p>		
<p>Signature X  Andrew Sibley, Print Name/Title: _____ Date: 12-11-25  Authorized Signature on TeleCheck Account for ACH</p>		
<p><b>Personal Guarantee:</b> In exchange for First Data Merchant Services LLC, Wells Fargo Bank, N.A., (a member of Visa USA, Inc. and Mastercard International, Inc.), and TeleCheck Services, LLC, (the Guaranteed Parties) acceptance of the MPA, the Agreement, and/or the Equipment Agreement and/or the TeleCheck/TRS Solutions Agreement, the undersigned (Guarantor): (A) Unconditionally and irrevocably guarantees the full payment and performance of Client's obligations (i) as they now exist or as modified under the foregoing agreements, (ii) with or without actual notice of changes, and (iii) during and after the term of the agreements; (B) Waives notice of Merchant's default; (C) Shall indemnify the Guaranteed Parties for any and all amounts due from Client; (D) Warrants, with knowledge that Guaranteed Parties are acting in full reliance on the same, this Personal Guarantee of payment, and not of collection; (E) Acknowledges that (i) the Guaranteed Parties may proceed in law directly against Guarantor and not Client, (ii) this is a continuing personal guarantee and shall not be discharged or affected for any reason, and (iii) information about the Guarantor as one of the Client Parties may be used and shared as set forth in Section 9.</p>		
<p>Personal Guarantee Signature X _____ Print Name: _____ Date: _____</p> <p>Personal Guarantee Signature X _____ Print Name: _____ Date: _____</p>		

## Part 1: Confirmation Page

Processor Information:	Name: <b>First Data Merchant Services LLC</b>
	Address: <b>4000 NW 120<sup>th</sup> Avenue, Coral Springs, FL 33065</b>
	URL: <b>merchants.fiserv.com</b>
	Customer Service #: <b>1-800-858-1166</b>

Please read the program guide in its entirety. It describes 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 TeleCheck. 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 and other fees** and charges are calculated based on transactions qualifying for certain program pricing and interchange rates levied by the applicable Payment Network. Transactions that fail to qualify for these rates will be charged an additional fee. We will provide you with a schedule of fees and charges in connection with the Services. Interchange and program pricing levied by the Payment Network is subject to change, (see *Section 25* of the General Terms & Conditions).
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 they occur we will debit your settlement funds or Settlement Account. For a more detailed discussion regarding Chargebacks see *Section 14* of the Your Payments Acceptance Guide or see the applicable provisions of the TeleCheck Solutions Agreement.
4. **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 purpose 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. If you dispute any charge or funding, you must notify us within 60 days of the date of the statement where the charge or funding appears for Card Processing or within 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 27*, *38.3*, and *39.9* of the Card General Terms; or *Section 17* of the TeleCheck Solutions Agreement.
6. **We have assumed certain risks** by agreeing to provide you with Card processing or check services. Accordingly, we may take certain actions to mitigate our risk, including termination of the Agreement, and/or hold monies otherwise payable to you (see Card Processing General Terms in *Section 31*, Term; Events of Default and *Section 32*, Reserve Account; Security Interest), (see TeleCheck Solutions Agreement in *Section 7*), under certain circumstances.
7. **By executing this Agreement with us** you are authorizing us and our Affiliates to obtain financial and credit information regarding your business and the signers and guarantors of the Agreement until all your obligations to us and our Affiliates are satisfied.
8. **The Agreement contains a provision** that in the event you terminate the Agreement prior to the expiration of your initial 3-year term, you will be responsible for the payment of an early termination fee as set forth in Part 4, A.3 under "Additional Fee Information" and *Section 6.2* of the TeleCheck Solutions Agreement.
9. **For questions or concerns** regarding your merchant account, contact customer service at the number located on your Merchant Services Statement.

### 10. Payments Network Disclosure

#### Visa and Mastercard Member Bank Information: Wells Fargo Bank, N.A.

The Bank's mailing address is P.O. Box 6079, Concord, CA 94524, and its phone number is 1-844-284-6834.

#### Important 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 Agreement.
- c) The Bank is responsible for educating merchants on pertinent Visa and Mastercard 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 also will assist you with any such problems).

#### Important Merchant Responsibilities:

- a) Ensure compliance with Cardholder Information security and storage requirements.
- b) Maintain fraud and Chargebacks below Payments Network thresholds.
- c) Review and understand the terms of the Merchant Agreement.
- d) Comply with Payments Network 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: <https://usa.visa.com/content/dam/VCOM/download/about-visa/visa-rules-public.pdf>.
- g) You may download **Mastercard Regulations** from Mastercard's website at: <https://www.mastercard.us/content/dam/public/mastercardcom/na/global-site/documents/mastercard-rules.pdf>.
- h) You may download **American Express Merchant Operating Guide** from American Express' website at: [www.americanexpress.com/us/merchant](http://www.americanexpress.com/us/merchant).

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

By its signature below, Client acknowledges that it has received the Merchant Processing Application, Program Terms and Conditions consisting of 48 pages including this Confirmation Page and the applicable Third-Party Agreement(s).

Client further acknowledges reading and agreeing to all terms in the Program Terms and Conditions. Upon receipt of a signed facsimile or original of this Confirmation Page by us, Client's Application will be processed.

*No alterations or strikeouts to the program terms and conditions will be accepted.*

Client's Principal Signature:  
(Please sign below)

X

Title

Date

Please Print Name of Signer

2025

**Amended  
Certificate  
For Calendar Year 2025**

To the Clerk of MONTGOMERY, State of Kansas  
We, the undersigned, duly elected, qualified, and acting officers of  
**CANEY**

certify that: (1) the hearing mentioned in the attached publication was held; (2) after the Budget Hearing this Budget was duly approved and adopted as the maximum expenditure for the various funds for the year.

Table of Contents:		Page No.	2025 Amended Budget		
			Amount of 2024 Tax that was Levied	Adopted 2025 Expenditures	Proposed Amended 2025 Expenditures
Fund	<u>K.S.A.</u>				
GENERAL FUND	12-101a	2	290,150	1,588,392	1,848,195
INDUSTRIAL FUND		3	2,842	3,220	4,500
POLICE, FIRE, AMBULANCE	19-815	4	29,420	33,000	46,000
TOURISM		5		12,500	35,226
Totals		xxxxxxxxxx	322,412	1,637,112	1,933,921
Summary of Amendments		6			

Attested date: \_\_\_\_\_

\_\_\_\_\_  
County Clerk

Assisted by:

Emily Franks

\_\_\_\_\_  
Jarred, Gilmore, & Phillips, PA

Address:

\_\_\_\_\_  
1815 S Santa Fe

\_\_\_\_\_  
Chanute, Kansas 66720

Email:

\_\_\_\_\_  
efranks@jgppa.com

\_\_\_\_\_  
Governing Body

CPA Summary  
\_\_\_\_\_  
\_\_\_\_\_

CANEY

2025

Adopted Budget

GENERAL FUND	2025 Adopted Budget	2025 Proposed Budget
Unencumbered Cash Balance January 1	551,730	634,672
Receipts:		
Ad Valorem Tax	290,150	290,150
Delinquent Tax	25,000	25,000
Motor Vehicle Tax	25,417	25,417
Recreational Vehicle Tax	289	289
16/20M Vehicle Tax	95	95
Commercial Vehicle Tax	240	240
Watercraft Tax	144	144
Local Alcoholic Liquor	3,152	3,152
Compensating Use Tax	200,000	200,000
Local Sales Tax	282,000	282,000
Franchise Tax	246,482	246,482
Licenses	3,000	3,000
Pool Tax	93,888	93,888
Swimming Pool	25,000	25,000
Dog Tags	200	200
Accident Report & Finger Prints	650	650
Cemetery	15,000	15,000
Ambulance Fee	65,000	65,000
County Ambulance Fee	56,500	56,500
Fines	165,000	165,000
Interest Income	18,000	18,000
Insurance Premium Returns	12,000	12,000
Reimbursement Expense	445	445
Misc.	23,000	23,000
Land Bank	1,000	1,000
Interest on Idle Funds		
<b>Total Receipts</b>	<b>1,551,652</b>	<b>1,551,652</b>
<b>Resources Available:</b>	<b>2,103,382</b>	<b>2,186,324</b>
Expenditures:		
City Admin Dept	432,830	692,633
Street Dept	100,000	100,000
Parks/Cemetery Dept	54,571	54,571
Pool Dept	63,000	63,000
Police Dept	496,363	496,363
Municipal Court	55,665	55,665
Fire Dept	75,000	75,000
Ambulance /Dispatch	310,963	310,963
<b>Total Expenditures</b>	<b>1,588,392</b>	<b>1,848,195</b>
Unencumbered Cash Balance December 31	514,990	338,129

CPA Summary

CANEY

2025

Adopted Budget

INDUSTRIAL FUND	2025 Adopted Budget	2025 Proposed Budget
Unencumbered Cash Balance January 1	5,075	5,898
Receipts:		
Ad Valorem Tax	2,842	2,842
Delinquent Tax		
Motor Vehicle Tax	368	368
Recreational Vehicle Tax	4	4
16/20M Vehicle Tax	1	1
Commercial Vehicle Tax	3	3
Watercraft Tax	2	2
Interest on Idle Funds		
<b>Total Receipts</b>	<b>3,220</b>	<b>3,220</b>
<b>Resources Available:</b>	<b>8,295</b>	<b>9,118</b>
Expenditures:		
Eco Development Support	3,220	4,500
<b>Total Expenditures</b>	<b>3,220</b>	<b>4,500</b>
Unencumbered Cash Balance December 31	5,075	4,618

CPA Summary

CANEY

2025

Adopted Budget

POLICE, FIRE, AMBULANCE	2025 Adopted Budget	2025 Proposed Budget
Unencumbered Cash Balance January 1	12,489	26,715
Receipts:		
Ad Valorem Tax	29,420	29,420
Delinquent Tax		
Motor Vehicle Tax	3,477	3,477
Recreational Vehicle Tax	40	40
16/20M Vehicle Tax	10	10
Commercial Vehicle Tax	33	33
Watercraft Tax	20	20
Interest on Idle Funds		
<b>Total Receipts</b>	<b>33,000</b>	<b>33,000</b>
<b>Resources Available:</b>	<b>45,489</b>	<b>59,715</b>
Expenditures:		
Ambulance	19,236	46,000
Police Equipment	13,764	0
<b>Total Expenditures</b>	<b>33,000</b>	<b>46,000</b>
Unencumbered Cash Balance December 31	12,489	13,715

CPA Summary

CANEY

2025

Adopted Budget

TOURISM	2025 Adopted Budget	2025 Proposed Budget
Unencumbered Cash Balance January 1	29,504	28,094
Receipts:		
Ad Valorem Tax	0	0
Delinquent Tax	0	0
Motor Vehicle Tax	0	0
Recreational Vehicle Tax	0	0
16/20M Vehicle Tax	0	0
County Tourism Tax	12,500	12,500
Interest on Idle Funds		
<b>Total Receipts</b>	<b>12,500</b>	<b>12,500</b>
<b>Resources Available:</b>	<b>42,004</b>	<b>40,594</b>
Expenditures:		
Contractuals	2,500	25,226
Capital Outlay	10,000	10,000
<b>Total Expenditures</b>	<b>12,500</b>	<b>35,226</b>
Unencumbered Cash Balance December 31	29,504	5,368

CPA Summary

**Notice of Budget Hearing for Amending the  
2025 Budget**  
The governing body of  
**CANEY**

will meet on the day of December 29, 2025 at 6:30 P.M. at 100 W Fourth Ave in the City Council chamber for the purpose of hearing and answering objections of taxpayers relating to the proposed amended use of funds.

Detailed budget information is available at City Hall  
and will be available at this hearing.

**Summary of Amendments**

<b>Fund</b>	2025 Adopted Budget			2025 Proposed Amended Expenditures
	Actual Tax Rate	Amount of Tax that was Levied	Expenditures	
GENERAL FUND	24.438	290,150	1,588,392	1,848,195
INDUSTRIAL FUND	0.239	2,842	3,220	4,500
POLICE, FIRE, AMBULANCE	2.478	29,420	33,000	46,000
TOURISM			12,500	35,226
			0	0
			0	0
			0	0
			0	0
			0	0
			0	0

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Adam Lanter  
Official Title: City Clerk