



# Money Tree

## MERCHANT SERVICES

### MERCHANT APPLICATION CHECKLIST – RETAIL

**BUSINESS DBA NAME:** \_\_\_\_\_

REQUIRED DOCUMENTATION	
<input type="checkbox"/>	<b>Merchant Application</b>
<input type="checkbox"/>	<b>Schedule of Fees</b>
<input type="checkbox"/>	<b>Voided Check with DBA name on it</b>
<input type="checkbox"/>	<p><b>Site Survey:</b> If you visited the merchant at their business location address, then you may fulfill our site survey documentation requirement by completing a Site Survey Form located at the bottom of our business description profile page. Please note that you do not need to complete the business description profile for retail merchants. This is an optional form that may help us understand how the merchant plans to utilize the account.</p> <p><i>Or</i></p> <p><b>Site Survey Documentation:</b> If you did not visit the merchant at their business location address, then please provide any ONE of the following.</p> <p>In order of effectiveness:</p> <ol style="list-style-type: none"> <li>1. Credit Card Processing Statements (if applicable)</li> <li>2. Business License <i>or</i> Fictitious DBA Name Filing <i>or</i> Sales Tax License</li> <li>3. Utility Bill</li> <li>4. Yellow Page Advertisement</li> </ol>
<input type="checkbox"/>	<b>Processing Statements (most recent month <i>if currently processing</i>)</b>
<input type="checkbox"/>	<p><b>Financial Information (required when merchant is processing &gt; \$200K/month)</b></p> <p>In order of effectiveness:</p> <ol style="list-style-type: none"> <li>1. Business Balance Sheet &amp; Income Statement (most recent fiscal year)</li> <li>2. Business Tax Return (most recent fiscal year)</li> <li>3. Personal Financial Statement including Statement of Annual Income</li> <li>4. Personal Tax Return (most recent calendar year)</li> </ol>
<input type="checkbox"/>	<b>Lease Application (when applicable)</b>
REQUIRED SIGNATURES	
<input type="checkbox"/>	<b>Merchant Signature on Application</b>
<input type="checkbox"/>	<b>Merchant Signature on Schedule of Fees</b>
<input type="checkbox"/>	<b>Merchant Signature on Lease Documents (when applicable)</b>
REQUIRED FOR PARTNERSHIPS AND CORPORATIONS	
<input type="checkbox"/>	<b>Fed Tax ID # (9 digits)</b>



# Money Tree MERCHANT SERVICES

## REQUIRED SIGNATURES

The following pages MUST be signed and dated in the areas indicated on the SAMPLES below, before submitting the application!

### Merchant Credit Card Processing Agreement – Page 2 of 5

**SIGN HERE**

**MERCHANT CREDIT CARD PROCESSING AGREEMENT – PAGE 2 OF 5**  
**(ELECTRONIC DEBIT CARD AUTHORIZATION)**

**\* A VOIDED CHECK FROM THIS ACCOUNT MUST BE ATTACHED**

**CARDS TO BE ACCEPTED**

**REQUIRED SIGNATURES**

**MERCHANT OWNER/OWNER/OWNER**

**CONTRACTING OFFICER FOR "OWNER"**

**CONTRACTING OFFICER FOR "OWNER"**

**DEBIT SPONSOR**

### Schedule of Fees At the Bottom

**SIGN HERE**

**SCHEDULE OF FEES**

**BUSINESS DBA NAME:**

**ACCOUNT RATE SCHEDULE**

**NETWORK COMMUNICATION FEES: (Per Communication)**

**OTHER FEES**



# Money Tree

## MERCHANT SERVICES

### MERCHANT CREDIT CARD PROCESSING AGREEMENT – PAGE 1 OF 5

#### BUSINESS INFORMATION

Business DBA Name:		Business LEGAL Name:	
Business Location Address:		Business Mailing/Billing Address:	
City, State, Zip:		City, State, Zip:	
Main Contact: (First Name) (M.I.) (Last Name)		Email Address:	
Phone Number (local / landline): ( )	Toll free Phone Number (if applicable): ( )	FAX Number: ( )	Mobile / Cell Phone (if applicable): ( )
Number of Locations:	Years in Business: ____Year(s) ____Month(s)	Current Ownership Length: ____Year(s) ____Month(s)	Federal Tax ID# (Required for Partnerships and Corporations): _____ (9 digits)

#### OWNERSHIP INFORMATION

Owner #1/Partner/Officer #1: (First Name) (M.I.) (Last Name)		Title in Business:	
Ownership Percentage: _____%	Date of Birth: ____/____/____	Social Security #: ____-____-____	Phone Number: ( )
Home Address: <input type="checkbox"/> Own <input type="checkbox"/> Rent		City, State, Zip:	
Owner/Partner/Officer #2: (First Name) (M.I.) (Last Name)		Title in Business:	
Ownership Percentage: _____%	Date of Birth: ____/____/____	Social Security #: ____-____-____	Phone Number: ( )
Home Address: <input type="checkbox"/> Own <input type="checkbox"/> Rent		City, State, Zip:	

#### MERCHANT PROFILE

Type of Ownership:	<input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Government <input type="checkbox"/> Limited Liability (LLC) <input type="checkbox"/> Tax Exempt Org. <input type="checkbox"/> Medical Corp. <input type="checkbox"/> Assoc./Estate/Trust <input type="checkbox"/> International Org. <input type="checkbox"/> Other: _____	If corporation, the state of incorporation?
Type of Business:	<input type="checkbox"/> Retail Storefront <input type="checkbox"/> Restaurant <input type="checkbox"/> Hotel / Lodging <input type="checkbox"/> Mail / Telephone Order <input type="checkbox"/> Internet <input type="checkbox"/> Service <input type="checkbox"/> Wireless Terminal <input type="checkbox"/> Trade Show <input type="checkbox"/> Kiosk <input type="checkbox"/> Other: _____	Home based business? <input type="checkbox"/> Yes <input type="checkbox"/> No
Type of Goods and/or Services Sold:		
Have you or the business ever declared bankruptcy?	If yes, supply the date discharged, state and chapter:	
<input type="checkbox"/> Yes <input type="checkbox"/> No	Discharge Date:	State: Chapter:
Currently processing VISA/MC?	If yes, with whom?	
<input type="checkbox"/> Yes <input type="checkbox"/> No		
Has merchant ever been terminated?	If yes, by whom?	
<input type="checkbox"/> Yes <input type="checkbox"/> No		
Method of Sales:	Estimated Monthly Credit Card Volume: \$ _____ / month (e.g. \$10,000 per month)	
Card Present Swiped: _____%	Estimated Average Transaction: \$ _____ / avg. sale (e.g. \$200 per average sale)	
Card Present Imprint: _____%		
Card Not Present Keyed: _____%		
TOTAL: 100%		
Web Site Address (URL):	Web Master Email Address (if applicable):	
Bank Reference Name:	Bank Phone Number: ( )	Account #:

# MERCHANT CREDIT CARD PROCESSING AGREEMENT – PAGE 2 OF 5

## ELECTRONIC DEBIT/CREDIT AUTHORIZATION

By signing this Application (the "Application"), Merchant hereby authorizes Global Payments Direct, Inc. ("Global") on behalf of Member (as defined herein) and Member to initiate debit/credit entries to Merchant's accounts in accordance with the terms and conditions of the Agreement (as defined below). This authority is to remain in full force and effect until (a) Global and Member receive advance written notification of not less than ten (10) business days from Merchant of its termination of the authorization, and (b) all obligations of Merchant to Global and Member that arise under the Agreement have been satisfied.

<b>* A VOIDED CHECK FROM THIS ACCOUNT MUST BE ATTACHED</b>	Type of Account: <input type="checkbox"/> Checking <input type="checkbox"/> Savings <input type="checkbox"/> Other: _____		
	Bank Name: _____		Bank Phone Number: (     ) (     ) _____
	Address: _____	City: _____	State:     Zip: _____
	Transit Number: _____		DDA Number: _____

### CARDS TO BE ACCEPTED

American Express – New Setup	<input type="checkbox"/> American Express Discount Rate    EDC _____ . _____ % <input checked="" type="checkbox"/> Monthly Gross Pay   Or <input type="checkbox"/> Daily Gross Pay Or <input type="checkbox"/> American Express Flat Monthly Fee - \$5.00 (+.03% if \$100K+)	<b>Sign Here</b>
*signature required on new accounts	Pay Frequency: <input checked="" type="checkbox"/> 3 Day <input type="checkbox"/> 15 Day <input type="checkbox"/> 30 Day <b>SIGNATURE: *</b> _____	
American Express – Existing	Account# _____	
Discover	<input type="checkbox"/> New Setup <input type="checkbox"/> Existing    Account# _____	
Diner's Club/Carte Blanche	<input type="checkbox"/> New Setup <input type="checkbox"/> Existing    Account# _____	
Visa Check	<input type="checkbox"/> Check here if you do not wish to accept Visa Check	
Debit MasterCard	<input type="checkbox"/> Check here if you do not wish to accept Debit MasterCard	

### REQUIRED SIGNATURES

**Merchant Warranty and Authorization:** Merchant and I/we have read, acknowledge and agree to be bound by all of the terms and conditions set forth herein, including those set forth in this Application and the terms and conditions set forth hereafter on pages 1 through 5, which together constitute the Merchant Credit Card Processing Agreement (the "Agreement"). All information contained in the Application is true and accurate. By its signature hereto, Merchant acknowledges that it is in possession of an imprinter. Merchant and I/we hereby authorize Global to order a consumer credit report on Merchant and each of us.

**AmEx Services:** By signing above, I represent that the information I have provided on the Application is complete and accurate and I authorize American Express Travel Related Services Company, Inc (American Express) to verify the information on this Application and to receive and exchange information about me, including, requesting reports from consumer reporting agencies. If I ask American Express whether or not a consumer report was requested, American Express will tell me, and if American Express received a report, American Express will give me the name and address of the agency that furnished it. I understand that upon American Express' approval of the business entity indicated above to accept the American Express Card, the Terms and Conditions for American Express®Card Acceptance ("AmEx Terms and Conditions") will be sent to such business entity along with a Welcome Letter. By accepting the American Express card for the purchase of goods and/or services, you agree to be bound by the AmEx Terms and Conditions.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT (INCLUDING FUNDS TRANSFER INSTRUCTIONS ATTACHED HERETO) TO BE EXECUTED BY THEIR DULY AUTHORIZED REPRESENTATIVES.

**MERCHANT OWNER/PARTNER/OFFICER #1**

**MERCHANT OWNER/PARTNER/OFFICER #2**

PRINT NAME \_\_\_\_\_

PRINT NAME \_\_\_\_\_

TITLE \_\_\_\_\_

TITLE \_\_\_\_\_

**Sign Here**     SIGNATURE \_\_\_\_\_     DATE \_\_\_\_\_

SIGNATURE \_\_\_\_\_     DATE \_\_\_\_\_

**CONTRACTING OFFICER FOR "MEMBER"**

**CONTRACTING OFFICER FOR "GLOBAL"**

**DEBIT SPONSOR**

PRINT NAME \_\_\_\_\_

PRINT NAME \_\_\_\_\_

PRINT NAME \_\_\_\_\_

SIGNATURE \_\_\_\_\_     DATE \_\_\_\_\_

SIGNATURE \_\_\_\_\_     DATE \_\_\_\_\_

SIGNATURE \_\_\_\_\_     DATE \_\_\_\_\_

**Personal Guaranty:** I/We hereby guarantee to Global and to Member, and to their successors and assigns, the full, prompt and complete performance of Merchant and all of Merchant's obligations under this Agreement, including, but not limited to, all monetary obligations arising out of Merchant's performance or non-performance under this Agreement, whether arising before or after termination of this Agreement. The guaranty shall not be discharged or otherwise affected by any waiver, indulgence, compromise, settlement, extension of credit, or variation of terms of this Agreement made by or agreed to by Global, Member and/or Merchant. I/We hereby waive any notice of acceptance of this guaranty, notice of non-payment or non-performance of any provision of this Agreement by Merchant, and all other notices or demands regarding this Agreement. I/We agree to promptly provide to Global and Member any information requested by either of them from time to time, concerning my/our financial condition(s), business history, business relationships and employment information. I/We have read, understand, and agree to be bound by the Agreement provided to Merchant.

**GUARANTOR**

**WITNESS**

PRINT NAME \_\_\_\_\_

PRINT NAME \_\_\_\_\_

**Sign Here**     SIGNATURE \_\_\_\_\_     DATE \_\_\_\_\_

SIGNATURE \_\_\_\_\_     DATE \_\_\_\_\_

**Sign Here**



**Money Tree**  
MERCHANT SERVICES

**VOIDED CHECK VERIFICATION FORM**

Please attach a voided check below.

A T T A C H   V O I D E D

C H E C K   H E R E

Do you have pre-printed checks showing the Business DBA Name listed on the application?  YES  NO

Bank Reference Name: \_\_\_\_\_

Bank Contact Person: \_\_\_\_\_

Bank Telephone Number: \_\_\_\_\_



# Money Tree

## MERCHANT SERVICES

### SCHEDULE OF FEES

**BUSINESS DBA NAME:** \_\_\_\_\_

DISCOUNT RATE SCHEDULE			
INDUSTRY TYPE OR CARD TYPE	QUALIFIED DISCOUNT RATE	* PARTIALLY QUALIFIED Surcharge	*NON QUALIFIED Surcharge
RETAIL / RESTAURANT	%	1.10% + \$0.10	1.75% + \$0.10
LODGING / CAR RENTAL	%	1.10% + \$0.10	1.75% + \$0.10
MO / TO / INTERNET	%	1.10% + \$0.10	1.75% + \$0.10
SUPERMARKETS (certified)	%	1.10% + \$0.10	1.75% + \$0.10
SUPERMARKETS (non-certified)	ADD 0.35%	1.10% + \$0.10	1.75% + \$0.10
Diners Club / Carte Blanche	%	N/A	N/A
Other	%	1.10% + \$0.10	1.75% + \$0.10

<b>AVERAGE TRANSACTION (estimated):</b> \$ _____	<b>HIGH TRANSACTION:</b> \$ _____	<b>MONTHLY VOLUME (estimated):</b> \$ _____
<b>FUNDS AVAILABILITY</b> <input checked="" type="checkbox"/> 2 Day <input type="checkbox"/> 5 Days (Auto-Approved Internet Accounts)		

**NOTE** - The Discount Rates listed above apply to all card types: Visa Credit; Visa Check; MasterCard Credit; and Debit MasterCard.

**SURCHARGE** – Discount and cents per item in addition to the \* Qualified Discount Rate depending upon qualification of each transaction.

\* The Qualified Discount Rate set forth above applies to transactions meeting all QUALIFIED Transaction Conditions as established by Visa USA, Inc. and MasterCard International Inc., a current summary of which is provided for each industry type on the reverse side of this page. Transactions which do not satisfy all QUALIFIED Transaction Conditions will be assessed a surcharge [either Partially Qualified or Non-Qualified], as set forth above.

**NETWORK COMMUNICATION FEES:** (Per Communication)                      **NETWORK:** \_\_\_\_\_

**ALL CARD TYPES:** \$ 0. \_\_\_\_\_ **OR** **VISA/MC:** \$ 0. \_\_\_\_\_ **AND** **AmEX/Discover/Diners:** \$ 0. \_\_\_\_\_

OTHER FEES						
PER OCCURRENCE		MONTHLY		DEBIT NETWORK ACQUIRER FEES		
Visa Credit & MC Credit	\$ .10 /each	Gateway Fee	\$	<b>NETWORK</b>	<b>ACQUIRER FEE</b>	<b>GROCERY</b>
Visa Check & MC Debit	\$ .15 /each			Accel	\$ .03 + (.60% + \$.10) (max of \$.48)	\$ .22
Wireless	\$ /each	Min. Discount Fee	\$25.00	AFFN	\$ .21	
EBT	\$ /each			Alaska Option	\$ .07	
Voice Authorization	\$ 1.00 /each	Statement Fee	\$10.00	Credit Union 24	\$ .13 + .40% (max of \$.32)	
Voice AVS	\$ .75 /each			Interlink	\$ .025 + (.65% + \$.12) (max of \$.475)	\$ .245
Retrieval Request Rec'd	\$10.00 /each	Wireless Service	\$	Maestro	\$ .025 + (.65% + \$.12) (max of \$.475)	
Chargeback Fee	\$20.00 /each			NYCE	\$ .0375 + (.65% + \$.10) (max of \$.6875)	\$ .2775
ACH Reject/NSF Fee	\$20.00 /each	Debit Service Fee	\$	Pulse*** (inc. Money Station & Tyme)	\$ .24	
ACH Change Fee	\$20.00 /each			Shazam	\$ .125	\$ .095
Batch Deposit Fee	\$ .25 /each		\$	STAR (inc. MAC, Cash Station, & Honor)	\$ .1625 + .65% (max of \$.4925)	\$ .2525
Other	\$ /each			<b>IN ADDITION TO ABOVE ACQUIRER FEES</b>		
				<b>+ DEBIT TRANSACTION FEE</b> (if applicable)	\$ /each	
				Annual Fee	\$	
				Annual Fee Charge Month		

**WARRANTY:** Each of the undersigned owners/officers of merchant also represent and warrant that he/she has read and agrees to the fees set forth herein.

<b>Sign Here</b>			
	<b>SIGNATURE / OWNER #1</b>	<b>TITLE</b>	<b>DATE</b>
	<b>SIGNATURE / OWNER #2</b>	<b>TITLE</b>	<b>DATE</b>



# Money Tree

## MERCHANT SERVICES

### SCHEDULE OF FEES – CONTINUED

RETAIL and RESTAURANT	LODGING / CAR RENTAL
<p><b>I. QUALIFIED Transaction Conditions</b></p> <ul style="list-style-type: none"> <li>Card is Present, full magnetic stripe is read by the terminal and signature is obtained; <i>and</i></li> <li>One electronic authorization request is made per transaction and transaction/purchase date is equal to the authorization date; <i>and</i></li> <li>Authorized transaction amount must match settled transaction amount, except for restaurants, where transaction amount may be within 20% of the original authorized amount; <i>and</i></li> <li>Additional Data (sales tax and customer code) is required in the settled transaction on all Commercial Cards at non Travel &amp; Entertainment (T&amp;E) locations (see <i>Commercial Card section</i>); <i>and</i></li> <li>Transaction electronically deposited (<i>batch transmitted</i>) no later than 1 day from transaction/purchase date</li> </ul> <p><b>II. PARTIALLY QUALIFIED Transaction Conditions</b></p> <ul style="list-style-type: none"> <li>One or more of the <u>QUALIFIED Conditions</u> were not met, <i>or</i></li> <li>Transaction electronically deposited (<i>batch transmitted</i>) greater than 1 day but within 2 days from transaction/purchase date</li> </ul> <p><b>III. NON-QUALIFIED Transaction Conditions</b></p> <ul style="list-style-type: none"> <li>One or more of the <u>QUALIFIED OR PARTIALLY QUALIFIED Conditions</u> were not met, <i>or</i></li> <li>Transaction electronically deposited (<i>batch transmitted</i>) greater than 2 days from authorization date, <i>or</i></li> <li>Commercial, World MasterCard, Visa Signature, or Visa Infinite card accepted at a T&amp;E location, <i>or</i></li> <li>Commercial Cards at a non T&amp;E location without the required additional data (see <i>Commercial Card section</i>), <i>or</i></li> <li>Transaction was not electronically authorized</li> </ul>	<p><b>I. QUALIFIED Transaction Conditions</b></p> <ul style="list-style-type: none"> <li>Card is Present, full magnetic stripe is read by the terminal and signature is obtained; <i>and</i></li> <li>Incremental electronic authorization requests are permitted; <i>and</i></li> <li>Settled transaction amount must be within 15% of the total authorized amount; <i>and</i></li> <li>Transaction date must be equal to the check out/car rental return date; <i>and</i></li> <li>Anticipated duration of the stay/car rental period included in authorization; <i>and</i></li> <li>All transactions must include additional data (<i>such as folio (room) number / rental agreement number</i>) when settled; <i>and</i></li> <li>Transaction electronically deposited (<i>batch transmitted</i>) no later than 1 day from check out/car return date</li> </ul> <p><b>II. PARTIALLY QUALIFIED Transaction Conditions</b></p> <ul style="list-style-type: none"> <li>One or more of the <u>QUALIFIED Conditions</u> were not met, <i>or</i></li> <li>Transaction electronically deposited (<i>batch transmitted</i>) greater than 1 day but within 2 days from check out/car return date</li> </ul> <p><b>III. NON-QUALIFIED Transaction Conditions</b></p> <ul style="list-style-type: none"> <li>One or more of the <u>QUALIFIED OR PARTIALLY QUALIFIED Conditions</u> were not met, <i>or</i></li> <li>Transaction electronically deposited (<i>batch transmitted</i>) greater than 2 days from check out/car return date, <i>or</i></li> <li>Commercial, World MasterCard, Visa Signature, or Visa Infinite card accepted, <i>or</i></li> <li>Transaction was not electronically authorized</li> </ul>
DIRECT MARKETING / MOTO	SUPERMARKETS
<p><b>I. QUALIFIED Transaction Conditions</b></p> <ul style="list-style-type: none"> <li>One electronic authorization request is made per transaction and transaction date is equal to the shipping date; <i>and</i></li> <li>Authorization request message must include Address Verification (AVS); <i>and</i></li> <li>Transaction/shipping date must be within 7 days of authorization date; <i>and</i></li> <li>Settled transaction amount must equal authorization amount; <i>and</i></li> <li>Settled transaction must include customer service telephone number, order number, and total authorized amount; <i>and</i></li> <li>Additional Data (<i>sales tax and customer code</i>) is required in the settled transaction on all Commercial Cards at non T&amp;E locations (see <i>Commercial Card section</i>); <i>and</i></li> <li>Transaction electronically deposited (<i>batch transmitted</i>) on or 1 day after transaction/shipping date</li> </ul> <p><b>II. PARTIALLY QUALIFIED Transaction Conditions</b></p> <ul style="list-style-type: none"> <li>One or more of the <u>QUALIFIED Conditions</u> were not met, <i>or</i></li> <li>Transaction electronically deposited (<i>batch transmitted</i>) greater than 1 day but within 2 days from transaction/shipping date</li> </ul> <p><b>III. NON-QUALIFIED Transaction Conditions</b></p> <ul style="list-style-type: none"> <li>One or more of the <u>QUALIFIED OR PARTIALLY QUALIFIED Conditions</u> were not met, <i>or</i></li> <li>Transaction electronically deposited (<i>batch transmitted</i>) greater than 2 days from transaction/shipping date, <i>or</i></li> <li>Commercial, World MasterCard, Visa Signature, or Visa Infinite card accepted at a T&amp;E location, <i>or</i></li> <li>Commercial Cards at a non T&amp;E location without the required additional data (see <i>Commercial Card section</i>), <i>or</i></li> <li>Transaction was not electronically authorized</li> </ul>	<p><b>I. QUALIFIED Transaction Conditions</b></p> <ul style="list-style-type: none"> <li>Registered Participant in the Visa/MasterCard supermarket program; <i>and</i></li> <li>Card is Present, full magnetic stripe is read by the terminal and signature is obtained; <i>and</i></li> <li>One electronic authorization request is made per transaction and transaction/purchase date is equal to the authorization date; <i>and</i></li> <li>Authorized transaction amount must match settled (<i>deposit</i>) transaction amount; <i>and</i></li> <li>Additional Data (<i>sales tax and customer code</i>) is required in the settled transaction on all Commercial Cards (see <i>Commercial Card section</i>); <i>and</i></li> <li>Transaction electronically deposited (<i>batch transmitted</i>) no later than 1 day from transaction/purchase date</li> </ul> <p><b>NOTE:</b> If Supermarket is not certified with Visa and MasterCard, Qualified rate is increased by .35%</p> <p><b>II. RETAIL QUALIFIED Transaction Conditions</b></p> <ul style="list-style-type: none"> <li>Meets all qualifications for Supermarket Qualified; <i>and</i></li> <li>Not registered participant in Visa/MasterCard Supermarket Program, <i>or</i></li> <li>Card accepted is either a MasterCard Commercial or International Card</li> </ul> <p><b>III. PARTIALLY QUALIFIED Transaction Conditions</b></p> <ul style="list-style-type: none"> <li>One or more of the <u>QUALIFIED Conditions</u> were not met, <i>or</i></li> <li>Transaction electronically deposited (<i>batch transmitted</i>) greater than 1 day but within 2 days from transaction/purchase date</li> </ul> <p><b>IV. NON-QUALIFIED Transaction Conditions</b></p> <ul style="list-style-type: none"> <li>One or more of the <u>QUALIFIED OR PARTIALLY QUALIFIED Conditions</u> were not met, <i>or</i></li> <li>Transaction electronically deposited (<i>batch transmitted</i>) greater than 2 days from authorization date, <i>or</i></li> <li>Commercial Cards without the required additional data (see <i>Commercial Card section</i>), <i>or</i></li> <li>Visa Infinite card accepted, <i>or</i></li> <li>Transaction was not electronically authorized</li> </ul>
COMMERCIAL CARDS – (Additional Data)	
<p><b>VISA</b></p> <ul style="list-style-type: none"> <li>Purchasing Cards – Sales Tax and Customer Code (<i>supplied by cardholder at point of sale</i>)</li> <li>Corporate and Business Cards – Sales Tax (<i>prompt on all Visa transactions</i>)</li> </ul>	<p><b>MasterCard</b></p> <ul style="list-style-type: none"> <li>Corporate Data Rate II (<i>Purchasing Cards</i>) – Sales Tax and Customer Code (<i>supplied by cardholder at point of sale</i>)</li> <li>Corporate Data Rate II (<i>Business and Corporate Cards</i>) – Sales Tax</li> <li>International Corporate Purchasing Data Rate II – Sales Tax and Customer Code (<i>supplied by cardholder at point of sale</i>)</li> </ul>

**NOTE:** In the event merchant utilizes the service of any third party in connection with merchant processing services (for example, integrated software products) then merchant is responsible for ensuring compliance by such third party with the requirements of VISA USA, Inc and MasterCard International Incorporated to avoid unnecessary surcharges.



# Money Tree

## MERCHANT SERVICES

### BUSINESS DESCRIPTION PROFILE

Merchant DBA Name:

Description of product or services provided:

How will the product be advertised or promoted?

If advertised on the Internet, please provide the web page address (URL):

PLEASE PROVIDE MARKETING MATERIALS, OR A PRINT OUT OF YOUR WEB SITE, THAT CLEARLY SHOW PRODUCTS/SERVICES WITH PRICING.

What is your REFUND POLICY? Is there a restocking fee?

Point of sale software/terminal equipment:

#### SITE INSPECTION INFORMATION (To be completed by Sales Representative)

Location Type:  Retail Store Front  Restaurant  Hotel / Lodging  Office Building  Industrial Building  Residence  Commercial  Other:

Merchant:  Owns  Leases premises

Landlord Name:

Landlord Phone: ( )

Does Business Appear Legitimate:  Yes  No Comments:

Is Business Open & Operating:  Yes  No

Is Photo Included with Application:  Yes  No

Are MasterCard and Visa Decals Visible:  Yes  No

Is Inventory Sufficient for Business Type:  Yes  No Comments:

Any Mail/Telephone Order Sales Activity:  Yes  No

Are Goods and Services Delivered at Time of Sale:  Yes  No

**By the signature below, signatory verifies that (i) she/he has physically inspected the Business Premises; and (ii) the information stated in this Agreement is correct to the best of her/his knowledge and as represented by her/his MERCHANT.**

Sales Representative: \_\_\_\_\_

(Print Name)

Sales Representative: \_\_\_\_\_

(Signature)

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





# Money Tree

## MERCHANT SERVICES

### MERCHANT CREDIT CARD PROCESSING AGREEMENT - PAGE 3 OF 5

#### 1. INTRODUCTION AND DEFINITIONS.

This document, "Terms and Conditions of Merchant Credit Card Processing Agreement" ("Terms and Conditions") accompanies the document "Merchant Application" ("Merchant Application"). The Merchant Credit Card Processing Agreement ("Agreement") includes these Terms and Conditions and the terms and conditions of the Merchant Application. The bank identified in such Merchant Application ("Member") is a member of Visa USA, Inc. ("Visa") and MasterCard International, Inc. ("MasterCard"). Global Payments Direct, Inc. ("Global") and Money Tree Merchant Services, Inc. ("MTS") are both registered independent sales organizations of Visa and member service providers of MasterCard. MTS works in conjunction with Global to market the Services as defined herein. The Agreement is between Global, the Member and the merchant identified in the Merchant Application ("Merchant").

Under the terms of the Agreement, Merchant will be furnished with the services and products described herein and in the Merchant Application, and selected by Merchant therein (collectively and individually, as applicable, the "Services"). Global will be the sole and exclusive provider of the Services to Merchant during the term of this Agreement. Any Merchant accepted by Global for card processing services agrees to be bound by the Agreement, including the terms of the Merchant Application and these Terms And Conditions as may be modified or amended in the future. A MERCHANT'S SUBMISSION OF A TRANSACTION TO GLOBAL SHALL BE DEEMED TO SIGNIFY MERCHANT'S ACCEPTANCE OF THE AGREEMENT, INCLUDING THE TERMS AND CONDITIONS HEREIN.

#### 2. SERVICE DESCRIPTIONS.

**Credit Card Processing Services:** Global'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, Diners); settlement; dispute resolution with cardholders' banks; and transaction-related reporting, statements and products. From time to time under this Agreement, upon Merchant's request, Global 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's prior written approval and are subject to applicable pricing; Global does not purchase the indebtedness associated with Switched Transactions.

**Debit/ATM Processing Services:** Global has connected to the following debit card networks ("Networks"): Accel, AFFN, Interlink, MAC, Maestro, NYCE, Pulse, Star, and Tyme. Global will provide Merchant with the ability to access the Networks that Global has connected to for the purpose of authorizing debit card transactions at the point of sale from cards issued by the members of the respective Networks. Global will provide connection to such Networks, terminal applications, settlement and reporting activities.

**EBT Transaction Processing Services:** Global 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 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").

#### 3. PROCEDURES.

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 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 Agreement, and to be bound by the operating regulations and rules of Visa, MasterCard, and any other card association or network organization covered by this Agreement, as any of the above referenced documents may be modified and amended from time to time. Global may, from time to time, issue written directions (via mail or Internet) regarding procedures to follow and forms to use to carry out this Agreement. These directions and the terms of the forms are binding as soon as they are issued and shall form part of these Terms and Conditions of the Agreement. Such operating regulations and rules may be reviewed upon appointment at Global's designated premises.

#### 4. MARKETING.

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

#### 5. PAYMENT AND FEES.

Fees and charges payable by Merchant shall be as set forth in the Merchant Application. Merchant will be paid for indebtedness purchased under this 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. 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, and other charges described in this Agreement. Merchant also agrees to pay and Merchant's account(s) will be debited for all fees, arbitration fees, fines, penalties, etc. charged by the card associations or network organizations on account of Merchant's processing hereunder. If an error occurs, Merchant's account(s) may be debited or credited therefor. 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. Merchant hereby assigns to Member and Global all of its right, title, and interest in and to all indebtedness submitted hereunder and agrees that Member and Global have the sole right to receive payment on any indebtedness purchased hereunder.

#### 6. EQUIPMENT AND SUPPLIES.

Any advertising material; leased equipment including imprinters, authorization terminals, or printers; software; credit card authenticators; unused forms; and Merchant deposit plastic cards provided by Global will not become Merchant's property. Merchant will protect them from loss, theft, damage or any legal encumbrance and will allow Global and its designated representatives reasonable access to Merchant's premises for their repair, removal, modification, installation and relocation. Merchant acknowledges that any equipment provided under this 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 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. Merchant's use of such Software shall be limited to that expressly authorized by Global. Global's suppliers are intended third party beneficiaries of this 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.

The operating instructions will instruct Merchant in the proper use of the terminals, and Merchant shall use and operate the terminals only in such manner. If Merchant has purchased the maintenance/help desk service hereunder for its terminals, Merchant will promptly notify Global of any equipment malfunction, failure or other incident resulting in the loss of use of the equipment or need for repair or maintenance, whereupon Global will make the necessary arrangements to obtain required maintenance. Merchant is responsible for shipping costs. Merchant shall cooperate with Global in its attempt to diagnose any problem with the terminal. In the event the 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, Merchant will not be liable for normal wear and tear, provided, however, that Merchant will be liable to Global in the event that any leased item of equipment is lost, destroyed, stolen or rendered inoperative. Merchant will indemnify Global against any loss arising out of damage to or destruction of any item of equipment provided hereunder for any cause whatsoever. Merchant also agrees to hold harmless and indemnify Global for any costs, expenses, and judgments Global may suffer, including reasonable attorney's fees, as a result of Merchant's use of the equipment provided hereunder. Any unused equipment in its original packaging purchased from Global hereunder may be returned to Global 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.

#### 7. FINANCIAL INFORMATION.

Merchant agrees to furnish Global and Member such financial statements and information concerning Merchant, its owners, principals, partners, proprietors or its affiliates as Global may from time to time request. Global, or its 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 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 as specifically requested in writing in individual cases.

#### 8. CHANGE IN BUSINESS.

Merchant agrees to provide Global and Member 60 days prior written notice of its intent to (a) transfer or sell any substantial part (10% or more) of its total stock, assets and/or to liquidate; or (b) change the basic nature of its business, or (c) convert 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. Upon the occurrence of any such event, the terms of this 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 Agreement is not transferable by Merchant without the written consent of Global 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 hereunder may be transferred by Global 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 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.



# Money Tree

## MERCHANT SERVICES

### MERCHANT CREDIT CARD PROCESSING AGREEMENT - PAGE 4 OF 5

#### 10. WARRANTIES AND REPRESENTATIONS.

Merchant warrants and represents to Global 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) 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 to submit such sales slips for purchase, (h) that none of the sales transactions submitted hereunder for purchase represent sales to any principal, partner, proprietor, or owner of Merchant and (i) that all of the information contained in this Merchant Application and Service Agreement is true and correct. In the event that any of the foregoing warranties or representations are 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 a sale to any principal, partner, proprietor, or owner of Merchant, such sales transaction may be refused or charged back, and Merchant hereby agrees to pay (and Merchant's account(s) will be debited therefor) an additional fee of \$100 for each such transaction.

Merchant must notify Global 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 via the applicable card processing network. 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. 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.

NEITHER MEMBER, NOR GLOBAL, 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 FURNISHED IN CONNECTION THEREWITH, OR ANY OF THE SERVICES FURNISHED HEREUNDER.

#### 11. INDEMNITY.

Merchant agrees to satisfy directly with the cardholder any claim or complaint arising in connection with the card sale. Merchant agrees to indemnify and hold Global and Member harmless from and against any and all liabilities, losses, claims, damages, disputes, offsets, claims or counterclaims made by a cardholder or any other person or entity with regard to indebtedness sold by Merchant hereunder or any other Service provided hereunder.

#### 12. LIMITATION OF LIABILITY.

Neither Member nor Global shall be liable for failure to provide the Services 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 of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, shortages of labor or materials, freight embargoes, unusually severe weather, breakdowns, operational failures, electrical power failures, communication failures, unavoidable delays, the errors or failures of third party systems, or other similar causes beyond such party's control.

The liability of Global and Member for any loss hereunder, 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 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 1 month's 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 Services during the previous 12 months or such lesser number of months as shall have elapsed subsequent to the effective date of this Agreement. This shall be the extent of Global's and Member's liability in the event of any alleged default by Global or Member under this 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 or Member and the foregoing shall constitute Merchant's exclusive remedy. Under no circumstances shall Global or Member be liable for any lost profits, lost interest, or for special, consequential, punitive or exemplary damages, 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 or Member has been advised of the possibility of such damages. Under no circumstances shall Global or Member be liable for any settlement amounts pertaining to Switched Transactions; Merchant's recourse therefore shall be to the applicable card issuer.

It is agreed that in no event will Global or Member be liable for any claim, loss, billing error, damage, or expense caused by Global's or Member's performance or failure to perform hereunder which is not reported in writing to Global by Merchant within 30 days of such failure to perform or, in the event of a billing error, within 60 days of the date of the invoice or applicable statement.

#### 13. TERM AND TERMINATION.

This Agreement shall remain in full force and effect for an initial term of three (3) years and shall be automatically extended for successive one (1) year periods on the same terms and conditions expressed herein, or as may be amended, unless Merchant gives written notice of termination as to the entire Agreement or a portion thereof at least 60 days prior to the expiration of the initial term or any extension or renewals thereof. Notwithstanding anything to the contrary set forth herein, in the event Merchant terminates the Agreement in breach of this Section 13 (a) within the first twelve (12) month period of the initial term of the Agreement, Merchant shall pay Global the amount of \$195, or (b) after the first twelve month period of the initial term of the Agreement, Merchant shall pay Global the amount of \$95, immediately on or after the effective date of termination. If the Merchant's account does not contain sufficient funds for the debit or the amount cannot be withheld by Global from amounts due to Merchant, Merchant shall pay Global the amount due within ten (10) days of the date of Global's invoice for same. The payment of the termination fee as described here is not a penalty, but rather is hereby agreed by the parties to be a reasonable amount of liquidated damages to compensate Global for its termination expenses and all other damages under the circumstances in which such amounts would be payable. Such amounts shall not be in lieu of but in addition to any payment obligations for Services already provided hereunder (or that Global may continue to provide), which shall be an additional cost, and any and all other damages to which Global may be entitled hereunder.

Notwithstanding the foregoing, Global may terminate this Agreement or any portion thereof upon written notice to Merchant. Furthermore, Global may terminate this Agreement at any time without notice upon Merchant's default in performing under any provision of this 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, 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, or in the event Global reasonably deems itself insecure in continuing this Agreement.

In the event that Global and Member breach the terms and conditions hereof, the Merchant may, at its option, give written notice to Global and Member of its intention to terminate this Agreement unless such breach is remedied within 30 days of such notice. Failure to remedy such a breach shall make this Agreement terminable, at the option of the Merchant, at the end of such 30 day period unless notification is withdrawn.

Any Merchant deposit of sales or credit slips that is accepted by Global 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 its 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 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. In the event of termination, all equipment leased from Global (but not from any other leasing agent), including but not limited to imprinters, terminals, and printers; all supplies; Card Acceptance Guides; and operating instructions must be returned immediately to Global 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 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). 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, pay Global 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.

At any time, Global and Member may, at their option, establish a reserve account to secure the performance of Merchant's obligations under this Agreement to such party ("Reserve Account"). The Reserve Account may be funded through any or all of the following: (a) Direct payment by Merchant -- At the request of Global and Member, Merchant will deposit funds in the Reserve Account; (b) The proceeds of indebtedness presented for purchase; or (c) The transfer by Global and Member into the Reserve Account of funds withdrawn from any of the accounts referred to in Section 5 or any other accounts, including certificates of deposit, maintained by Merchant or Merchant's guarantor, if any, with any designated depository or other financial institution. Merchant and Merchant's guarantor hereby grants Member a security interest in all said accounts and authorizes Global (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 and Merchant's guarantor hereby instruct said financial institutions to honor any requests made by Global and Member under the terms of this provision. Merchant and Merchant's guarantor 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 and Member.

Merchant hereby agrees that Global and Member may deduct from this Reserve Account any amount owed to such party in accordance with this Agreement. Any funds in the Reserve Account may be held until 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, which holding period may extend beyond termination of this Agreement. Funds in a Reserve Account will be non-interest bearing. Without limiting the generality of the foregoing, Merchant shall, upon termination of this Agreement, maintain the sum of at least five percent (5%) 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 Agreement.



# Money Tree

## MERCHANT SERVICES

### MERCHANT CREDIT CARD PROCESSING AGREEMENT - PAGE 5 OF 5

#### 16. DEFAULT/SECURITY INTEREST.

Upon failure by Merchant to meet any of its obligations under this Agreement (including funding the Reserve Account), any of the accounts referred to in Section 5 or any other accounts belonging to Merchant or Merchant's guarantor held by any designated depository (or by any other financial institution) may be debited without notice to Merchant, and Merchant and Merchant's guarantor gives Member and Global a security interest in all such accounts for these purposes. The scope of the security interest, and Merchant's and Merchant's guarantor's instructions to its financial institutions to accept withdrawal requests from Global and Member, and Merchant's agreement to hold such institutions harmless and to indemnify them are described above in Section 15 (c).

Merchant also agrees that, in the event of a default by Merchant, Member has a right of setoff and may apply any of Merchant's deposit balances or any other monies due Merchant from Member towards the payment of amounts due from Merchant under the terms of this Agreement. The rights stated herein are in addition to any other rights Global and Member may have under applicable law. Should it be necessary for Global or Member to defend or enforce its rights under this Agreement in any collection or legal action, Merchant agrees to reimburse such party for all costs and expenses, including reasonable attorney's fees, as a result of such collection or legal action. Merchant waives trial by jury and the right to interpose any counterclaims or setoffs of any kind in any litigation relating to this Agreement. Global, Member, and Merchant agree that all actions arising hereunder shall be brought in the courts of the State of Georgia sitting in DeKalb County and expressly agree to the exclusive jurisdiction of such courts.

#### 17. AMENDMENTS.

This Agreement may be amended only in writing signed by Global, Member, and Merchant, except that (a) the Card Acceptance Guide, fees, charges, and/or discounts may be changed immediately, or (b) Global may mail Merchant either a notice describing amendments to this Agreement or an entirely new agreement, which amendments or new agreement will be binding upon Merchant if it deposits sales or credit slips after the effective date of such amendment or new agreement set forth in Global's notice.

#### 18. WAIVER.

No provision of this Agreement shall be deemed waived by any party unless such waiver is in writing and signed by the party against whom enforcement is sought.

#### 19. EXCHANGE OF INFORMATION.

Merchant authorizes Global to order a credit report on Merchant or any owner, officer, shareholder, partner, proprietor, managing agent or guarantor of Merchant. Merchant hereby authorizes Member or any depository institution to release any financial information concerning Merchant or its accounts to Global. Subsequent credit reports may be ordered in connection with updating, renewing or continuing this Agreement. Upon the written request of any individual who is the subject of a consumer credit report, Global will provide the name and address of the consumer credit reporting agency furnishing such report, if any. Global may exchange information about Merchant, Merchant's owners, principals, partners, proprietors, officers, shareholders, managing agents and guarantors with Member, other financial institutions and credit card associations, network organizations and any other party. Merchant hereby authorizes Global 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.

#### 20. GENERAL.

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

#### 21. NOTICES.

All notices required by this Agreement shall be in writing and shall be sent by telefax, by overnight carrier, or by regular or certified mail. All notices sent to Global or Member shall be effective upon actual receipt by the Corporate Secretary of Global Payments Direct, Inc., Four Corporate Square, Atlanta, Georgia 30329-2009. 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 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 Agreement must be sent at any time by giving written notice to the other party.

#### 22. MERGER.

The Agreement, including these Terms and Conditions and the Merchant Application, constitutes the entire Agreement between Merchant, Global, and Member and supersedes all prior memoranda or agreements relating thereto, whether oral or in writing.

#### 23. EFFECTIVE DATE/GOVERNING LAW.

This Agreement shall become effective only upon acceptance by Global and Member, or upon delivery of indebtedness at such locations as designated by Global for purchase, whichever event shall first occur. This Agreement will be governed by and construed solely in accordance with the laws of the State of Georgia, without regard to any conflicts of law provisions.

#### 24. 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 therefor with instructions to credit Merchant's accounts. Depository, Member, and/or Global may charge any of Merchant's accounts at Depository for any amount due under this Agreement. Global must approve in writing any proposed changes to the account numbers or to the Depository.

#### 25. FINANCIAL ACCOMMODATION.

The acquisition and processing of sales slips hereunder is a financial accommodation and, as such, in the event Merchant becomes a debtor in bankruptcy, this Agreement cannot be assumed or enforced, and Global and Member shall be excused from performance hereunder.

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

Merchant agrees to utilize the Services in accordance with the Agreement, its exhibits or attachments, and Global's instructions and specifications (including but not limited to the Card Acceptance Guide which is incorporated into and made a part of this Agreement), and to provide Global with the necessary data in the proper format to enable Global to properly furnish the Services. Merchant acknowledges that Merchant and Global must comply with all of the requirements, rules, and regulations of the Networks. Copies of the relevant agreements or operating regulations shall be made available upon request. Merchant agrees to hold Global harmless from any costs of compliance or failure to comply with any such obligation by Merchant. Global may terminate or modify the provision of Services to Merchant if any of Global's agreements with Networks are terminated for any reason or if any entity threatens to terminate services to Global due to some action or inaction on the part of Merchant.

*MERCHANT ACCEPTANCE OF  
EBT TRANSACTIONS:  
ADDITIONAL TERMS AND CONDITIONS*

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, 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 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 Agreement, Merchant represents and warrants to Global 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 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 harmless from any costs of compliance or failure to comply with any such obligation by Merchant. Global may terminate or modify the provision of Services to Merchant if any of Global's agreements with government EBT agencies are terminated for any reason or if any party threatens to terminate services to Global due to some action or inaction on the part of Merchant. If any of these Terms and Conditions are found to conflict with Federal or State law, regulation or policy of the Rules, these Terms and Conditions are subject to reasonable amendment by Global, the State or its EBT Service Provider to address such conflict upon ninety (90) days written notice to Merchant, provided that Merchant may, upon written notice, terminate the 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.