

MRP - INVOICE

DATE

6472 S. Quebec St Centennial, Colorado 80111 Headquarters: (800) 863-5995 Client Services: (888) 859-9219

Business Name:

Application Number EPS- 864-285

Department	DESCRIPTION	UNIT
Business Phone Number:		
City, State & Zip:		
Business Address:		
Principal Owner Name:		

Department	DESCRIPTION	UNIT PRICE	LINE TOTAL
MRP Enrollment Division	Application & Underwriting Fee	\$195.00	-195.00
	Express Enrollment Fee	\$49.85	-49.85
	Equipment Reprogram/ MRP Software Download	\$75.15	-75.15
	Overnight Shipping	INCLUDED	PAID
PER EPS MANAGEMENT	*DISCOUNTS APPLIED FOR ANY SAME DAY APPLICANT*		
		SUBTOTAL	\$320.00
		Open Enrollment	WAIVED
		TAX	N/A
		TOTAL	\$0.00

Principal Owner: X	P	Printed Name:	Date:
•			

OFFICE USE ONLY:

I authorize this invoice to be deemed valid during the "Open Enrollment "of the MRP Program consistent with the date listed above. EPS recognizes and accepts the following statement: Upon execution & completion of the application process, <u>ANY AND ALL SAME DAY APPLICATANTS</u> are <u>NOT REQUIRED</u> to pay any start-up costs or related fees to enrollment in the MRP program. –EPS MANAGEMENT

MRP ENROLLMENT APPROVAL:	Date:



MERCHANT APPLICATION AND PROCESSING AGREEMENT ELECTRONIC PAYMENT SYSTEMS, LLC 6472 SOUTH QUEBEC STREET ENGLEWOOD, CO 80111 800-863-5995



						800-996-0213	
1. MERCHANT INFORMATION							
DBA Name:					Legal Name:		
Physical Business Address:					Mailing Address:		
City, State, Zip:					City, State, Zip:		
DBA Phone: Cellular Phone:					Manager Contact:		
Fax Number:	Em	nail:			Business Website: Federal Tax ID #:		
2. Owner/ Officer Information	on (must be g	greater than	50% owner	ship)			
Primary Owner/Officer:			Title:		Owner/Officer Name:		Title:
Social Security #:		Date of Birt	 :h:		Social Security #:	Date of Birth:	
Residence Address:					Residence Address:		
City, State, Zip:					City, State, Zip:		
Home Phone:		Ownership	%:		Home Phone:		Ownership %:
3. Business Bank Account Inf	formation (p	lease attach	a voided ch	neck for ver	rification)		
Bank Name:	Bank Pl	hone/contact:		Banl	k Account Number:	Bank Routing	g Number (9 digits):
4. Visa/MasterCard & Discov	ver® Informa	tion			5. Terminal Information & Activ	ation	
Do you currently Accept Visa, Master			YES	□ NO	Terminal Type & Model:		
Current Processor (attach copies of ye	our 3 most recen	nt processor state	ements):		Check Reader:	Pin Pad:	
Transaction / Ticket Information	n: <i>I</i>	Account Type:			Reprogram Only: EPS Ship:	Shipment Ty	rpe:
Low Ticket: \$		Card Swipe:		%	Gateway or Software:		
Average Ticket: \$	r	Manually Keye	d:	%	Tip Line: EBT*(food Stamps):		_
High Ticket: \$	\	Website:		%	*EPS must receive a State License for merchant to accept EBT at their location		
Average Monthly: \$					Mobile Only: Mobile Phone Carrier: Phone Model:		
Average Monthly: \$	(Call Center:		%	· ·		Phone Model:
Esquire Bank Disclosure		Call Center:		%	Mobile Phone Carrier:	Country Road, Ga	Phone Model:
	to extend acceptance	nce of VISA products		rchant.	Mobile Phone Carrier:	t be a principal signo	
Esquire Bank Disclosure Important Bank Responsibilities: 1. Esquire Bank is the only entity approved	to extend acceptan g Merchants on pert	nce of VISA products tinent VISA Operatii	ng Regulations wi	rchant.	Mobile Phone Carrier:	t be a principal signo	or to the Merchant Agreement.
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Electronic Debit/Credit Authorization

Merchant hereby authorizes Bank in accordance with this Agreement to initiate debit/credit entries to merchant's deposit account, as indicated below. This authority is to remain in full force and effect until (a) Bank has received written notification from Merchant of its termination, in such a manner as to afford Bank reasonable opportunity to act on it and (b) all obligations of Merchant to Bank that have arisen under this agreement have been paid in full. This authorization extends, but is not limited, to such entries to this account which concern discount fees, transaction fees, chargebacks, penalties, service fees, return item fees, lease, rental and purchase charges, check services, warranty services, internet services or other services offered by EPS,

transaction fees, chargebacks, penalties, service fees, return item fees, lease, rental and purchase charges, check services, warranty services, internet services or other services offered by EPS, involving Point Of Sale ("POS") and processing equipment.							
PRICING SCHEDULE A	Credit Card	l Processing				Pin Based I	Debit
Card Discount Rate	% Offline De	ebit%		American Express I.D.		Discount Rate	%
	 % Per Item F	Fee \$ (+ vs/mc	/DS cost of interchange	_{e)} Annual Fee	\$99.50	Per item Fee	\$
ALITH Foo Potail MOT	O N	Aonthly Administratio	n \$10.00	PCI –DSS Compliance	\$99.50	Admin. Fee	\$10.00
AUTH. Fee Retail MOTVS/MC/DS \$0.25 \$0		Ionthly Administratio Iinimum Discount Fee	_			Encryption Fee	\$20.00
		nternet/Gateway Fee		Warranty Program		An encrypted pin p	and is needed to
		Nobile Monthly Fee*	\$12.95	1 Terminal	\$9.95	accept pin ba	
AVS \$0.04 \$0	.04 W	Vireless Access Fee*	\$25.00	2 Terminals	\$14.95	SIC/MCC Code:	
Voice Auth. Set Up \$4	.95 CI	harge Back Fee	\$25.00	Warranty includes free repair an	•	SIC/MICC Code:	
Voice Auth.* \$0.95 \$0	.95 R	etrieval Fee	\$12.00				
a surcharge of up to 1.75% applied to	o all transactions which fa	ail to qualify for Visa Master	Card electronic data captu	transactions. If you add additional terminals re interchange requirements. If applying for a pricing schedule A. If using mobile, each add	Cost Plus account,	fees quotes are in addition t	o VS/MC/DS cost of
EZ Payment Plan and Sing	gle Check Convers	sion Pricing		Additional Products and Serv	ices	Please Initial	>
A Registration and Set up fee of \$32	0.00 is due at time of sig	gning. Fees to merc	hants as follows:	Single Check Conversion w	vithout guarant	tee will allow you to su	ıbmit your
Monthly Admin Fee \$10.00	0 M	Ionthly Minimum	\$25.00	checks through the ElectCheck sys		•	
, , , , , , , , , , , , , , , , , , , ,		,		your customers account and depo \$0.59.	osited in to your	business account. Per	check fee
_		% Per Check	Per Check Fee	Access Now will develop a	custom websit	te template for your b	ousiness,
Conversion with Guaran	tee (EZ PAYMENT PLAN	N)	\$ 1.00	allowing you full access to make	changes, and p	promote your busines	ss, with a free
☐ Single Check Conversion	with Guarantee		\$0.25	30 day trial period. Choose from	U		
			7	1 Page website \$	9.95/mo	3 Page website \$	19.95/mo
An account set up fee of \$50.00 will in a single transaction. Fee payment					5 Page Websi	ite \$29.95/mo	
account on or about the 5 th of each r	month for activity in the p	prior calendar month. An an	nual fee of \$99.50 is	Access now offers a free 30 day trial period fo			
billed each year regardless of time of consideration for the granting of the				corporate office with no additional charges wi merchant agrees to fees as stated above. Mer		-	
recurring monthly gateway fee of \$1				designs are requested. After template comple will have ability to make all changes to websit.	_	obligated to change or update t	he website, merchant
will have ability to make all changes to website as needed.							
PCI-DSS Data							
PCI-DSS Data Does Merchant use any indepen	ndent servicer that sto	ores, maintains, or trans	mits cardholder inforn	nation: YES NO		ovide the following for e	ach servicer:
Does Merchant use any indepen				9 9	If Yes please pro	•	
Does Merchant use any indepen		ores, maintains, or trans		Phone Number / Contact:	If Yes please pro	•	
Does Merchant use any indepen				Phone Number / Contact:	If Yes please pro		
Does Merchant use any indepen	oftware Type:			Phone Number / Contact:	If Yes please pro		
Name: Does the merchant use: So X Merchant Signature	oftware Type: Pr	inted Name		Phone Number / Contact: Terminal Type: X	If Yes please pro		
Does Merchant use any independent Name:	oftware Type: Pr	inted Name		Phone Number / Contact: Terminal Type: X	If Yes please pro		
Does Merchant use any independent of the merchant use: X Merchant Signature PERSONAL GUARANTEE The undersigned personally, and i	oftware Type:	rinted Name ICE and for any named entity	Date he/she represent, unco	Phone Number / Contact: Terminal Type: X Merchant Signature	If Yes please pro	nted Name tems, LLC (EPS) the perfore	Date mance of this
Does Merchant use any independent of the Marchant Signature PERSONAL GUARANTEE The undersigned personally, and in Agreement including by not limite associated with enforcement of the Marchant Signature.	AND ACCEPTAN n his or her capacity of dd to: payment of all sun terms, conditions, ar	inted Name CE and for any named entity ms due and owing; adherend agreements contained	Date he/she represent, uncorence to all terms and conherein. Bank and/or EPS	Phone Number / Contact: Terminal Type: X Merchant Signature ditionally guarantees the Bank and Electric ditions of this agreement and any attachrishall not be required to first proceed again	If Yes please property of the	nted Name tems, LLC (EPS) the perfor agrees to pay any attorne enforce or see any other re	Date mance of this y's fees and costs emedy before
Does Merchant use any independent of the undersigned personally, and in Agreement including by not limite associated with enforcement of the proceeding against the undersigned personally.	AND ACCEPTAN In his or her capacity of bid to: payment of all sure terms, conditions, ared. This is a continuing	inted Name CE and for any named entity ms due and owing; adhere nd agreements contained guaranty and shall not be	Date he/she represent, uncorence to all terms and conherein. Bank and/or EPS discharged or affected b	Phone Number / Contact: Terminal Type: X Merchant Signature additionally guarantees the Bank and Election of this agreement and any attaching the state of the state	If Yes please property of the Print	nted Name tems, LLC (EPS) the perfor agrees to pay any attorne enforce or see any other re strators, representatives a	Date mance of this y's fees and costs emedy before nd assigns and may
Does Merchant use any independent of the undersigned personally, and in Agreement including by not limite associated with enforcement of the proceeding against the undersigned personally.	AND ACCEPTAN In his or her capacity of the to: payment of all sune terms, conditions, are ed. This is a continuing of any successor of Ban	inted Name ICE and for any named entity ms due and owing; adhere agreements contained guaranty and shall not be ak or EPS. The terms of this	he/she represent, uncorence to all terms and conherein. Bank and/or EPS discharged or affected be guaranty shall be for th	Phone Number / Contact: Terminal Type: X Merchant Signature ditionally guarantees the Bank and Electrications of this agreement and any attach, shall not be required to first proceed again y the death or the undersigned, shall bince duration of the Merchant Processing Age	If Yes please property of the Print	nted Name tems, LLC (EPS) the perfor agrees to pay any attorne enforce or see any other re strators, representatives a	Date mance of this y's fees and costs emedy before nd assigns and may
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Title

Title

In consideration of the mutual covenants and agreements herein Esquire Bank ("Acquirer"), Electronic Payment Systems ("EPS"), acting on behalf of and for Acquirer, and the undersigned merchant ("Merchant") have agreed as follows as of the date of acceptance by Acquirer and issuance of a valid merchant number:

ARTICLE 1-CARD TRANSACTIONS

erchant shall not require, through an increase in price or otherwise, any cardholder to pay any surcharge at the time of sale or to pay any part of any charge imposed or bant by Acquirer except as expressly permitted by, and under terms and conditions that comply in full with, applicable law and Card Association (as that term is defined

below) rules and regulations.

Transaction unless so which the first the first feet in Self
below in the self
below in the

12. Advertisting
(a) Merchant shall display adequately any advertising or promotional material provided or required by Acquirer to inform the public that Cards will be honored at Merchant's
place of business. Such displays, however, are not required if Merchant is a private club or does not deal with the general public, is swhice leasing company at airport locations are a transportation company subject to government regulation, or is otherwise supersessly exampted from this requirement by the Card Association (b) Merchant shall not display or use advertising or promotional materials containing Acquirer's name or symbol which might cause a customer to assume that Merchant honors

[6] Merchant shall not display or use advertising or promotional materials containing Acquirer's name or symbol which might cause a customer to assume that Merchant honors

Merchant shall not display or use adventising or promotional materials containing Acquirers name or synusor writes in the Acquirer.

Workshard Acquirer or any appropriate Card Association to cease such usage.

Merchant shall have the fight to use or display the proprietary names and symbols of the Card Associations only while this Association to cease such usage.

Merchant shall comply with all applicable rules and regulations consensite and copyrights owned by any Card Association.

Merchant shall comply with all applicable rules and regulations consensite only to indicate that Cards are accepted for payment and shall not indicate, directly or indirectly, at Acquirer or any Card Association controls Merchant shall not refer to any Card Association in stating eligibility for its products, services or memberships.

13. Card Examination
(a) Merchant agrees to confirm that the customer presenting the Card in each Transaction is the appropriate cardholder.
(b) Merchant agrees to examine any security features (such as a hologoran) included on each Card presented to Merchant. Merchant shall compare the embossed account number on the feater of the Card with the account number inder to the signature panel.
(c) Merchant shall, prior to completing any Transaction, check the validity date and expiration date of the Card and shall not honor any Card that is not valid or that has expired, without proper authorization. number on the face of the Card with use seconds and a control of the Card of the Card without proper authorization.

(c) Merchant shall, prior to completing any Transaction, check the validity date and expiration date of the Card are a treatment of the Card of the number of the Card is read in connection with a large read of the Card is read in connection with a large read or printed by the terminal to accertain that they are the same.

(c) Except in connection with a nail or lock, telephone order, eCommence or pre-authorized Transaction, Merchant shall not complete the Transaction without presentation of the Card by the cardholder and a proper examination by the Merchant of the Card.

(if the signiture panel or any Card presented to Merchant is blank, Merchant shall:

In median excellent Merallication to determine that the customer presenting the Card is the appropriate cardholder. Such identification must consist of a current official

(f) If the signature panel on any Card presented to Misrchann is blank, Merchant shall:

(i) review positive identification to determine that the customer presenting the Card is the appropriate cardholder. Such identification must consist of a current official government identification document (such as a passport or driver's license) and bears the cardholder's signature; and

(ii) request authorization.

(ii) request authorization.

(iii) In the case of VasiCard, Merchant shall compare the printed issuing bank identification number, which is directly above the first four digits of the embossed account number. If the printed number and the embossed number do not match, Merchant shall not accept or process the Transaction.

authorization center. (6) Merchant shall be liable to Acquirer, regardless of any authorization, if Merchant completes a Transaction when the cardholder is present but does not have his or her Card, 6) Merchant shall be liable to Acquirer, regardless of any authorization, if Merchant completes a Transaction when the Card, or the signisture power of the Card is Date. The Card is Card is Date. The Card is D

subnization amount.

(ii) if authorization of the estimated amount of a cer restal Transaction, Mechanit shall associate the certification amount and control of the setting of the settin

(i) In all cases the final delivery and/or performance of all goods and/or services shall not exceed ninety (90) days from the date of the original Transaction 1.5 Completing the Transaction Record

purering me irransaution Necordo noming a Card in connection with a Transaction, Merchant agrees to: on the sales slip the Transaction date, a description of the goods or services sold, and the price thereof (including any applicable taxes) in detail sufficient to identify

(a) Enter on the sales slip the Fransaction date, a description of the goods or services sold, and the pince thereof (including any applicable taxes) in detail sufficient to identify the Transaction.

(b) Compare the signature on the sales slip and the signature panel of the Card has a photograph of the cardholder, to ascertain that the customer resembles he person depiction in the photograph, and if either identification is uncertain, or the account numbers are not the same or Merchant otherwise questions the validity of the Card, to not accept or process the Transaction. And if either identification is uncertain, or the account numbers are not the same or Merchant otherwise questions the validity of the Card, to not accept or process the Transaction. Support of the Card and from Merchant's imprinter plate. If the imprinter does not legibly imprint the embossed legends from the Card and Merchant plate, Merchant shall detail legibly the cardholder's name and account number and Merchant's name and place of business, as well as the name or trace shift of the sizes are at papears on the face of the Card, the ICA number, the Card initials, if any, and both the effective date and exploration date. Merchant hail also record or the sales slip any other embossed dispate (such as security symbols).

Transactions, at the time of the Transaction.

(i) Include, for Transactions which originate at and are data captured using point-of-transaction terminals, the following information on the cardholder's copy of the sales draft:

(ii) the Card's account number;

ty tre i ransaction date.

Transaction records must be produced for all Transactions which originate at and are data captured using automated dispensing machines or limited amount terminals, of the Card's account number;

(i) the Card's account number;

(ii) the Card's account number;

(iii) the magnetic stripe reading tening the produced or city and state;

(iv) the magnetic stripe reading terminal location code or city and state;

(iv) the amount of the Transaction; and

(f) Whenever the uncoded account number cannot be read from the magnetic stripe, Merchant shall follow normal authorization procedures and complete the approved Transaction in gain amanual imprinter.

1.6 Multiple Transaction Records, Partial Consideration (a) Merchant must include on one Transaction records the entire amount due for the Transaction except in the following instances:
(i) the Transaction involves beginned in separate departments of a multidepartment store:
(ii) the Transaction involves diseived or amended charges for a vehicle rental Transaction in winds:
(ii) the cardinider consented to be liable for such charges:
(iii) the Transaction involves diseived or amended charges for a vehicle rental Transaction in winds:
(iii) the cardinider consented to be liable for such charges:
(iii) the cardinider consented to be liable for such charges:
(iii) the customes need the cardinider a copy of the amended or add on-sates drafts (sales drafts for such delayed or amended charges may be deposited without the cardinider signature provided that Merchart has cardinider's signature on file, and the words "Signature on 1961 are entered not the signature panel of the sales drafts) (iii) the customer pays a portion of the Transaction amount in cash, by check, with any other card, or any combination of such payments at the time of the Transaction, and further provided that Merchart Obtains authorization for that part of the Transaction amount in cash by check, with any other card, or any combination of such payments at the time of the Transaction, and further provided that Merchart Obtains authorization for that part of the Transaction amount in cash by check with any other card, or any combination of such payments at the time of the Transaction, and further provided that Merchart Obtains authorization for that part of the Transaction amount in cash by check with any other card, or any combination of such payments at the time of the Transaction, and the provided that Merchart Obtains authorization for that part of

their provided that Merchant obtains authorization for that part of the Transaction affected with a Card; (iv) all or a portion of the goods or services are to be delivered or performed at a later data and the customer signs two separate sales slips, one of which represents a post and the second of which represents payment of the balance, and the balance sales slip is completed only upon delivery of the goods or performance of the services, in chocase Merchant agrees:

(A) to note on the sales slips the word "deposit" or "balance" as appropriate and the words "Delayed Delivery,"

(B) if the total amount of the two slips exceeds the applicable floor limit, to obtain prior authorization and note the authorization date and approval code on the sales slips;

(C) not to present the "balance" sales slip until all goods are delivered or all the services are performed; or (y) the cardholder is using the installment payment option offered in accordance with Section 1.7

Merchant agrees not to divide a single Transaction between two or more Transaction records to avoid obtaining an authorization.

For sales processed at electronic P.O.S. terminals, multiple items individually billed to the same account will not be considered a violation of this Agreem For sales processed at electronic P.O.S. terminals, multiple items individually billed to the same account will not be considered a violation of this Agreement if separate thorizations are obtained for each item.

Telephone Order, Mail Orders, eCommerce, Preauthorized Orders and installment Orders

1 a Transaction is made by elephone order (TO), mail order (MO), eCommerce or preauthorized order (PO), the sales slip may be completed without a customer's signature a Card imprire, but Merchant shall:

or a Card imprint, but Merchant shall:

(i) except in the event of an eCommerce Transaction, print legibly on the sales slip sufficient Information to identify the Card issuer, Merchant and the cardholder, including Merchant's name and address, the Card issuer's name or trade style, I.CA number and bank initials (if any), the account number, the expiration date and any effective date on the Card, the accritiodiser's name, and any company name; and and office and any company name; and (ii) except in the event of an eCommerce Transaction, print legibly on the signature line of the sales slip the letter "TO", "MO" or "PO" ("Recurring Transaction) for Visa Transactions) as appropriate;

Transaction(sa), as appropriate, every sale for MO. TO and eCommerce Transactions (which sutherization must be obtained no more than seven calendar days prior to the Transaction dails, and attempt to obtain the expiration date of the Card as part of the authorization inquiry.
(b) ha any non-imprint Transaction (and whenever an expired Card is presented, negardless of whether it is imprinted). Merchant shall be deemed to warrant the customer's true industry as an authorization and the control customer and the customer's true industry as an authorization soft data culties Merchant claims and consequently on the sales sile evidence of the customer's true industry as a material supervised user of the Card whether or not authorization is obtained, unless Merchant obtains and roste legibly on the sales sile evidence of the customer's true

identity.
(c) In connection with a recurring Transaction (or preauthorized order) pursuant to which goods or services are delivered to or performed for a cardholder periodically. Merchand

) In connection with a recurring Transaction (or presumbroized order) pursuant to which goods or services are delivered to or performed for a cardholder periodally. Merchant grees to the following conditions:

(i) Merchant must obtain a written request from the cardholder that the recurring Transaction be charged to the cardholder's account.

(ii) The written respects must speech the amount of the recurring Transaction (or allow space for cardholder to speechy a minimum and maximum amount if the recurring (iii) Transaction (or allow space for cardholder to speechy a minimum and maximum amount if the recurring (iii) Transaction (or allow space for cardholder to speechy a minimum and maximum amount in discussion (iii) Transaction (or allow space for cardholder to speechy a minimum and the discussion of the recurring (iii) Transaction (or allow space for cardholder to speechy a minimum and the following that the recurring in discussion of the section of the speech of the cardholder or containing the information is determined to the speech of the speech

not to be honored.

((v) Except as provided in Section 1.6, a recurring Transaction may not include partial payments to Merchant for goods or services purchased in a single Transaction, or for relock payments of goods or services on which Merchant assesses additional finance changes.

((v) The contracting of the contraction of the form of the hear payments he right for receive, at least 10 day prior to each scheduled Transaction date, written notice of the amount and so the contracting of the contracti

clashing proof.

(a) except in the event of an eCommerce Transaction, an imprint of the Card is required whenever the Card is present.

1.8 Vehicle Rental Transactions

Regulacies of the terms and conditions of any written presurborization form, the sales slip amount for any vehicle rental Transaction shall include only that portion of the Regulacies of the terms and conditions of any written presurborization form, the sales slip amount for any vehicle rental Transaction shall include only that portion of the Transaction, including any applicable taxes, evidencing a box sale renting of personal property by therchart to a customer and shall not include any consequential charges. Nothing haven in inferned to resent the charge of the terms and conditions of the prevailable makes the terms and conditions of the prevailable makes the terms and conditions of the prevailable makes the terms and a transaction.

1.9 Returns and Adjustments, Credit Slips
(a) It with respect to any Transaction, any merchandise is accepted for return or any services are terminated or canceled, or any price adjustment is allowed by Merchant (other than involuntary returnds by aritines or other carriers when required by applicable tariffs and except where otherwise required by law or governmental regulations). Merchant shall not make any can heruted to the accendated but shall not be always a careful or adjustment of the carchidaction of the charged to extend the careful size of the size of the careful size of the size of the careful size of the careful size of the size of the careful size of the careful size of the size o

(ii) "EXCHANGE ONLY," for a Merchant that only accepts merchandise in immediate exchange and will not issue a refund to a cardholder;

(iii) "EXCHANGE ONLY," for a Merchant that only accepts merchandise in immediate exchange for similar merchandise of a price equal to the amount of the original Transaction;

(iii) "N-STORE CREDIT ONLY," for a Merchant that accepts merchandise, and delivers to the cardholder an in-store credit for the full value of the merchandise returned which may be used only in the Merchant's place(s) of business.

(iii) "N-STORE CREDIT ONLY," for a Merchant that accepts merchandise, and delivers to the cardholder (e.g. list delivery, delivery, delivery changes or insurance charges) as the standard of the cardholder (e.g. list delivery, delivery, delivery delivery delivery delivery delivery delivery) and the standard of the standard original acceptance or accept

1.11 Cash Advances

Merchart agrees not to make any cash advance to a cardholder or take any cash advances for themselves, their employees, family members or their company, either directly or by depost to the cardholder's account. Money orders sent by wire, contribution to charitable and political organizations, tax payments, insurance premium payments for (1) one quarter year or less, almony and child support payments, and court costs and fines shall not be considered cash advances or withdrawns.

1.12 Transactions Acceptable Under This Agreement

Norwinstanding any other Sections, conditions, covenants or requirements contained herein, Merchant is approved to accept Transactions, as outlined in this Agreement in the normal course of Merchant to business that are germane to Merchant's business and within the "approved" average ticket and volumes for Merchant resactions should be within the reasonable context of the information provided by Merchant at the time of application and conform to the standards established by St. L. (Standard industry Code)

that dentifies Merchant's business.

1.13 Prohibited Transactions
Merchant's shall not do any of the following:
Description of the shall not shall not

1.4 Disclosure and Storage or Cardholder Account Information
(a) Except as otherwise required by two, Merchant shall not sell, purchase, provide, or otherwise disclose the cardholder's account information or other cardholder information
any third party other than Acquirer.

(b) Merchant and/or any agent of Merchant shall store in an area limited to selected personnel and, prior to discarding, shall mutilate in a manner rendering data unreadable,
material containing cardholder account numbers including but not limited to Card imprins, such as sales slips and credit slips, car rental agreements and carbons.

(c) Neither Merchant nor any agent of Merchant shall retain or store magnetic strep data subsequent to the authorization of a Transaction.

(d) Merchant will be responsible for maintaining all records of all Transactions, including but not limited to original sales slips, signed sales drafts, signed credit drafts, work
orders, and all other documents that pertain to the sales for which a Card was used as a form of or partial payment of the subject Transaction for a minimum of thirty-as (36)

1.45 Denselfs.

orders, and all other documents are persons or se seems or requirements herein. Merchant may accept deposits for goods and/or services to be performed in a timely manner. Notwithstanding any other Sections, conditions, coverants or requirements herein, Merchant may accept deposits for goods and/or services to be performed in a timely manner. A deposit shall not be used as a peyment to Merchant and is not to be used as inherim financing or a "Cash Advance" as outlined in Section 1.11 above. Deposits, when identified by Acquirer, may be held in a reserve account until satisfactory completion of services and/or delivery of goods can be vertiled.

Merchant this manner is the service of the services and/or delivery of goods can be vertiled.

Merchant I manner inflamment and the propresentations in the "Merchant Application and Processing Agreement" that Merchant is asking Acquirer to rely upon to evaluate, underwrite, and approve this Agreement. Acquirer evaluation and underwriting process includes but in not limited to a Risk and Reward analysis based on the financial representations in the "Merchant Application and Underwriting process includes but in not limited to a Risk and Reward analysis based on the financial representations on the "Merchant Application and Processing Agreement" my result in a re-evaluation of the Agreement including but not limited (a) Acquirer entering the process to proceed the processing Agreement" my result in a re-evaluation of the Agreement including but not limited a representations made in this "Merchant Application and Processing Agreement" my result in a re-evaluation of the Agreement including but not limited a representations made in this "Merchant Application and Processing Agreement" my result in a re-evaluation of the Agreement including but not limited a representations made in this "Merchant Application and Processing Agreement" my result in a re-evaluation of the Section of the Sectio

ARTICLE II-PRESENTMENT, PAYMENT AND CHARGE BACK 2.1 Presentment of Transaction Records to Acquirer

2.1 Presentment of Transaction Records to Acquirer (a) (a) Merchant may designate a third party that does not have a direct agreement with Acquirer) as its agent for the purpose of delivering Transactions data-captured at the point of sale by such agent if Merchant elects to use such third party as its agent for the direct delivery of data-captured Transactions. Merchant agrees to the following conditions (for the purposes of this Section 2.1, "Merchant" includes any agent designated by Merchant as permitted under this Section 8.2, "Merchant" includes any agent designated by Merchant at purpose of this Section 2.1, "Merchant" includes any agent designated by Merchant doubted by Section 8.2, "Merchant includes any septiment of the section of the proposed of the section of Acquirer to instrume Merchant for Transactions is limited to the annur (less the appropriate discount lee) delivered by Merchant's designated agent;

d (
(iii) Merchant is responsible for any failure by its agent to comply with all applicable rules and regulation of the Card Associations, including, but not limited to, any viola sulfing in a charge back.

in a charge back, and shall present all sales data relevant to a Transaction to Acquirer within the lesser of three (3) bank business days or five (5) calendar days after the date of the on, except that: chant shall present no sales data until goods have been shipped or the services have been performed and Merchant has otherwise performed all of its principal or to the customer in connection with the Transaction unless the cardholder agreed to a delayed delivery or goods and proper disclosures were made at the time of the orn.

obligations to the customer in connection with the Transaction unless the cardholder agreed to a delayed delivery or goods and proper disclosures were made at the time of the Transaction.

Transaction.

Transaction are the control of the control

(a) Piero is accipitor any Canis, Meditant will establish a demand disposit account at Acquirer, or at a financial institution approved by Acquirer (the "Operating Account"), through which fiese, changes and credited due in accordance with this Agreement may be processed. Merchant authorizes Acquirer to debit all amounts Merchant one with the Acquirer or EPS hereunder from the Operating Account, whether maintained at Acquirer or another financial institution, at times deemed appropriate by Acquirer or EPS, through the ACR Banking Network or by a manual debit of the Operating Account. Merchant waives any and all claims for loss or demange arting out of any such charges or debits and account. Account and the account and account account account and account and account accoun

Operating Account.

(b) Acquirer will control and disburse all Transaction-related settlement funds to Merchant. Transactions with respect to which Acquirer receives payment from a Card Associations will be settled on a daily basis, and Acquirer will deliver payment to Merchant in connection with such Transactions as soon after received practicable by effecting a restor to the Operating Account equal to the reconciled and pad summary Transactions (all of Merchant's total pad summary Transactions and all of Merchant's total pad summary Transactions (all of Merchant's total of Merchant's total pad summary Transactions (all of Merchant's total of Merchant's tot

yy an awss, panaises, cranges, see and other terms incurred by Acquirer that are reimbursable pursuant to this Agreement, and (v) any amount Acquirer provisorly credited to the Operating Account that Acquirer determines, in good faith, was incorred you credited. (c) Merchant will recorded each settled Transaction within fitnen (15) days after the date on which auch Transaction is authinitied for Acquirer for payment, and will notly only a settle of the control of the Acquirer for payment, and will notly or Transaction-determined errors or orimises that are brought to their attention more than thirty (30) days after the date on which the Transaction of which a bush error or orimiselates is intripresented to Acquirer for settlement.

(A) Any credits to the Operating Account are provisional only and subject to revocation by Acquirer until such time that the Transaction is final and no longer subject to

(g) Any credits to the Operating Account are provisional only and subject to revocation by Acquirer until such time that the Transaction is timal and no longer subject to hatergleabck by the relevant issuing bank, cardholder or Card Associations. Acquirer may withhold payment for a Transaction to Metchant, for season, until such time as the Transaction has been verificate als eligitimate by the relevant issuing bank, or Acquirer and/or EPS receive adequate supporting documentation from Merchant to authenticate the Transaction and mitigate chargeback risk.

3 Insecurity
3 Insecurity
9 Notwithstanding Section 2.2, Acquirer may withhold payment to Merchant or prohibit Merchant's withdrawal of funds then on deposit in the Operating Account for any of the lowing reasons:
(i) Acquire is suspicious of any Transaction records;
(ii) Merchant's volume of sales exceeds a stipulated amount or amounts that are typically generated during a particular period;
(iii) Merchant's warpes licket amount acceeds a stipulated amount;
(iv) Merchant does not swepe Cards through electronic terminals;
(iv) Merchant does not swepe Cards through electronic terminals;
(iv) Merchant does not swepe Cards through electronic terminals;
(iv) Merchant does not swepe Cards through electronic terminals;
(iv) Merchant does not swepe Cards through electronic terminals;
(iv) Merchant does not swepe Cards through electronic terminals;
(iv) Merchant does not swepe Cards through electronic terminals;
(iv) Merchant does not swepe Cards through electronic terminals;
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(iv) Merchant does not swepe Cards through electronic terminals;
(iv) Merchant does not swepe thro

(iv) Merchant does not swipe Cards through inelectronic terminals;
(iv) Merchant does not swipe Cards through inelectronic terminals;
(iv) Merchant dist to authorize any liverient interceptional management of the control of the con

2.4 Chargeback
(a) Under any one or more of the following circumstances, Acquirer may charge back to Merchant any Transaction record that Acquirer has accepted, and Merchant shall reAcquirer the amount represented by the Transaction record plus any associated fees:
(() the Transaction record or any material information on a sales slip buch as the account number, expiration date of the Card, Merchant description, Transaction amount doubles is leighbic, incomplete, or otherwise indiscernable, in or endotsed, or in and otherward to Acquirer within the required time limits:
((i) the Transaction was one which received a registive second verification service response of verification service response of verification service response of verification service response of verification and the required imprint of a Card that was valid, effective, and unexpired on the Transaction date:
(ii) the Transaction was one for which prior credit authorization was required and prior credit authorization was not obtained, or a valid authorization number is not correa and eligibly included on the Transaction record;
(v) the Transaction record is a duplicate of an item previously paid, or is one of two or more Transaction records generated in a single Transaction in violation of this Agreement.

and legibly included on the I rathascurus recourt.
(I) the Transaction records a generated in a single Transaction in violation of this
(I) the Cransaction records a generated in a single Transaction in violation of this
(I) the crartholder disputes the execution of the Transaction record, the sale, delivery, quality, or performance of the goods or services purchased, or alleges that a credit adjustment was insued by Merchant but not posted to the cardholder's account;
(II) the price of the goods or services shown on the Transaction record differs from the amount shown on the copy of the sales slip or the receipt delivered to the customer at the time of the Transaction; determines that Merchant has violated any term, condition, covenant, warrantly, or other provisions of this Agreement in connection with the Transaction record or the Transaction to which it relates;
(II) Acquirer recordably determines that the Transaction record is fraudefer or that the related Transaction is not a bona fide Transaction in Merchant's ordinary course of business, or is subject to any claim of illegality, cancellation, rescision, avoidance, or offset for any reason whatsoever, including without limitation negligence, fraud, or distinctions and the price of the Transaction record sites from a mail or telephore social or economic record sites from a mail or telephore social or economic record sites from a mail or telephore social or economic record sites from a mail or telephore social or economic record distings to provide any subset as large or cards to Acquirer in accordance with Section 3.1 of this Agreement; or
(II) Merchant ratios by provide any subsets allow or credit sites from a mail or telephore social or Association rules and regulations.
(II) In the event Merchant believes a chargeback to be improper, Merchant must notify Acquirer of this in writing within the (III) calendar days of the date of the chargeback or forfield in sight to content the chargeback.

a. Nescords (a) Merchant shall, for Card Association purposes, presence a copy of the actual paper sales slips and credit slips for at least six (6) months after the date Merchant presents the Transaction fact has been described by the control of the control

Transaction data to Acquirer, and Merchant shall make and retain for at least seven (7) years from such date legible microfilm or electronic copies of both sides of such actual paper Transaction records.

(b) Merchant agrees to immediately notify Acquirer of any merchant location(s) added after the date of this Agreement, and agrees to the establishment of a separate Operating Account for said location(s).

3.2 Requests for Copies

(a) Within one (1) business day of receipt of any request by Acquirer, Merchant shall fas or mail to Acquirer either the actual paper Transaction record, if requested by Acquirer, or a legible copy thereof (in size comparable to the actual paper Transaction records), and any other documentary evidence available to Merchant and reasonably requested.

(b) For purposes or retireised of records, Merchant must retain asles sips and credit slips by reference number within date sequence.

(c) If Merchant does not provide a requested copy of sales slip(s) to Acquirer within the time frame specified, in addition to other rights and remedies available to Acquirer under this Accessment.

this Agreement:
(i) Acquirer may charge Merchant a penalty fee;
(ii) Acquirer may charge Merchant the Transaction amount of the requested sales slip;
(iii) Acquirer may, at its option, charge Merchant the Transaction amount of the requested sales slip;
(iii) Acquirer may, at its option, charge Merchant the Transaction amount of the requested sales slip at the time of the request. Such amount will be reimbursed to the Merchant upon delivery of a valid and correct sales slip.
3.3 Disputes With Carchholder; indemnification

3.3 Disputes With Caronouser; moemmication
(a) Methods that line Spend prompty by only ingrise from cardholders and shall attempt to resolve any disputes amicably. If unresolved disputes occur with a frequency
unacceptable to Acquirer, Acquirer may terminate this Agreement. Acquirer reserves the right to charge Methods in treasonable fees and reinbursement on account of excessive
another feed to the control of excessive control of excessive or writing with respect to each claim or defense asserted by a cardholder further
with the control of excessive control of excessiv (a) interfacts that respond prompty to inquiries from catoricoles and shall attempt to feedwe any dispute samicably. If unfactive to catoricoles and a required control of the catoricoles and an activity of the catoricoles and the catoricoles and a required control of the catoricoles and a required control of the catoricoles and the catoricoles asserted ass

the theft of or damage or destruction to any equipment. cessive Chargebacks and/or Retrievals

chant agrees that in the event Acquirer is presented, during any monthly period, with chargebacks and/or retrieval requests relating to the Transactions of the essed by Acquirer in excess of one percent (%) of the interchange volume of such Transactions, such chargeback and/or retrieval requests will occlusively swessive under applicable Card Association regulations which shall allow Acquirer to take such actions as may be undorzed berein or by applicable Card Association.

As Termin, semination and interminate where commencing on the date of approved or this Agreement. Thereafter, until cancelled in accordance with this Agreement will automatically receive for consecutive two (2) year terms.

(b) EPS may terminate this Agreement at any time immediately and without notice based on any of the reasons noted in Section 2.3 or if EPS discovers any inconsistencies management and the appropriate of the propriate of the Agreement will automatically receive for consecutive two (2) year terms.

(c) If Menchant terminates in a manner other than what is discoribed in Section 3.5(c). Menchant will be subject to an early termination fee of \$295 plus the standard fees associated with the Processing Agreement of the number of months remaining until the completion of the full term.

(e) Acquirer may terminate this Agreement upon at least 30 days' pror written notice to the other parties. In addition, Bank may terminate this Agreement will be subject to an early terminate this Agreement upon at least 30 days' pror written notice to the other parties. In addition, Bank may terminate this Agreement upon at least 30 days' pror written notice to the other parties. In addition, Bank may terminate this Agreement upon at least 30 days' pror written notice to the other parties. In addition, Bank may terminate this Agreement upon at least 30 days' pror written notice to the other parties. In addition, Bank may terminate this Agreement upon at least 30 days' pror written notice to the other parties. In addition, Bank may terminate this Agreement upon at least 30 days' pror written notice to the other parties. In addition, Bank may terminate this Agreement upon at least 30 days' pror written notice to the other parties. In addition, Bank may terminate this Agreement upon at least 30 days' pror written notice to the other parties. In addition, Bank may terminate this Agreement upon at least 30 days' pror written notice to the other parties. In addition, Bank may terminate this Agreement and the second of the

(iii) Changelacids are excessive, in the opinion or rucquire.

(iv) There is a breach of any representation or warranty made by Merchant to Acquirer, or Merchant defaults in the performance of any or its cuspitatives and provided to the performance of any or its cuspitatives and provided to the performance of any or its cuspitatives and provided to the performance of any or its cuspitatives and provided to the performance of any or its cuspitatives and provided to the performance of any or its cuspitatives and provided to the performance of any or its cuspitatives and provided to the performance of any or its cuspitatives and provided to the performance of any or its cuspitatives and provided to the performance of any or its cuspitatives and provided to the performance of any or its cuspitatives and provided to the performance of any or its cuspitatives and provided to the performance of any or its cuspitatives and provided to the performance of any or its cuspitatives and provided to the performance of any or its cuspitatives and provided to the performance of any or its cuspitative and provided to the performance of any or its cuspitative and provided to the performance of any or its cuspitative and provided to the performance of any or its cuspitative and or its cuspitative and any or its cuspitative and any or its cuspitative and any or its cusp

reasonable calculation of the financial harm caused by Merchant for termination or use mentures rag estimate, and control tability.

In table the control tability is addition to all color termination for the properties of the pr

3.7 Supplementary priof 10 the event giving rise to the claim for damages.
3.7 Supplementary Documents; Fees
3.7 Supplementary Documents; Fees
4.8 Association registering the state of the control of th

www.pencent Sales Organization/Member Service Provider
rethart acknowledges that:
(I) Acquirer in such written notice
rethart acknowledges that:
(I) Acquirer in such written notice
(II) Acquirer in such written notice
(III) Acquirer in such written approval; and
(III) Acquirer in such written notice
(III) Acquirer make no representations outside of this
(III) Acquirer makes no representations ou

3.11 Security interest, Se-Off
As security for the performance by Merchant of all of its obligations under this Agreement, Merchant hereby grants to Acquirer a security interest in: (i) the funds held in the Operating Account and in the Reserve Account; and (ii) any inventory with respect to which a Transaction has occurred but has not yet been fulfilled. Merchant will execute and deliver to Acquire such documents, in form assistancy to Acquirer, as Acquirer may reasonably request in order to prefer Acquirer is an inventory, and will pay all costs and expenses associated with filing the same or this Agreement in all public filing offices, where filing is deemed by Acquirer to an inventory, and will pay all costs and expenses associated with filing the same or this Agreement in all public filing offices, where filing is deemed by Acquirer to an inventory and will be a supported by Merchant where authorized by law. Merchant appoints Acquirer as its attempt-has to execute such documents as are necessary or deelinable to accomplish and other Professional Complishment of the Acquirer and or Expense of th

hereafter owed Merchair by Acquirer and/or EPS without notice or demand of any kind.

31.2 And Money-Laundering Policy
in compliance with the "Providing Appropriate Tools Required to Intercept and Obstruct Terrorism" Act (USA PATRIOT Act) ("Act"), Pub. Law 107-56(2001), Electronic Payment Systems ("EPS") has adopted an Anth-Money Laundering (Alk1), compliance policy ("Policy").

It is the policy of EPS to provibit and actively pursue the prevention of money laundering and any activity that facilitates money laundering or the funding of terrorist or incrined activities. FPS a committed to AML compliance in accordance with applicable law and requires its officers, employees and appointed contractors, agents, and vendors to achieve to these standards in preventing the use of its products and actives to money journeess.

The product of the proceeds appoar to have been derived from legitimate originar or constitute legitimate assets.

Terrorist financing may not involve the proceeds of criminal conduct, but rather an attempt to conceal the origin or intended use of the funds, which will later be used for criminal purposes.

rotist financing may not involve the processor or orimities currounce, our names or a common or an arrangement of the above noted Act and this Agreement Merchant hereby pledges and promises not to participate in any activity that may be construed as a violation of the above noted Act and this Anney-Laundering Policy and shall furthermore cooperate, comply, and assist in any efforts to assure compliance by Acquirer, EPS, Integrated Card Solution, or

3.13 Payment Card Industry Data Storage Standard (PCI DSS) As a Merchant if you store Card or cardholder data in any way, sha

As a Merchant I you stude 3 vorage standard (PCI DSS), as A Merchant I you store Card or cardiological data in any water and or control of the standard of the standard (PCI DSS), as a Merchant I you store Card or cardiologic data in any water, shape, or form you are required to maintain that information in a secure manner. The guidelines for Data Storage can be found in detail at VISA.COM (type in PCI DSS in the search bar and follow the links to the information that applies to you, or contact the EPS Risk Department at 800-3.14 Security and the lappy to explain the process and responsibilities related to this important Cert Association requirement.

3.14 General
(a) The paragraph headings and captions contained in this Agreement are for convenience only, and should not be deemed to define, limit or describe the scope or intent of the Agreement to the extent that they conflict with the substance of this Agreement.

(b) This Agreement shall be binding upon and inure to the henefit of the parties hereto and their successors and assigns; provided, however, this Agreement may not be assigned by Merchant without the written consent of Acquirer. Any such assignment by Merchant without heapiner's prior written consent shall be null and vold.

(c) Should any provision of this Agreement contraverse any law, or valid regulation or null era any regulatory agency or self-regulatory body having jurisdiction over either party hereto, or should any provision of this Agreement otherwise be held invalid, or unenforceable by a court or other body of competent jurisdiction, then each such provision in the authorization provision of the Agreement otherwise be held invalid. Or unenforceable by a court or other body of competent jurisdiction, then each such provision and all other provisions or this Agreement then in effect shall nevertheless remain in full force an

(d) No failure by Acquirer to insist upon strict performance during the continuance of any default hereunder shall constitute a waiver of any such term, obligation, right or

(a) No failure by Acquirer to Instal Loca Intic Lepformarce during the continuance of any default hereunder shall constitute a waiver of any such term, obligation, right or remady, or a waiver of any such cells that Acquirer (e) THI-S AGREEMENT AND ALL QUESTIONS ARISINGS IN CONNECTION HEREWITH SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF COLORADO, DANAL SURTS HEREWINDER OR IN RESPECT HERETO BY THEHE PRAYTY SHALL BE INSTITUTED IN THE COLORADO COURTS. FURTHER PRAYER SHALL BE INSTITUTED IN THE COLORADO COURTS. FURTHER PRAYER SHALL BE INSTITUTED IN THE COLORADO COURTS. FURTHER PRAYER SHALL BE INSTITUTED BY LAW, KIND IN SHALL BE ASSETTED BY LAW, KIND IN SHALL BY SHALL BE ASSETTED BY LAW, KIND IN SHALL BY SHALL BY SHALL BY SHALL BE THE COLORADO. THE SHALL BY SHALL BE THE COLORADO. THE COLORADO COURTS AS MERCHANTY AND DISCRIPT SHALL BE THE COLORADO. THE COLORADO COURTS AS MERCHANTY AND DISCRIPT SHALL BE THE COLORADO. THE COLORADO COURTS AS MERCHANTY AND DISCRIPT SHALL BE THE COLORADO. THE COLORADO COURTS AS MERCHANT AND THE SHALL BY JURY IN ANY ACTION OR IN COLORADO. THE COLORADO COURTS AS MERCHANT AND THE SHALL BE THE COLORADO COURTS. THE PRAYER SHALL BE THE COLORADO COURTS AND THE SHALL BE COLORADO COURTS. THE PRAYER SHALL BE THE COLORADO COURTS. THE COLORADO COURTS COURTS COURTS COURTS COURTS. TH

dispute.

(i) Acquirer may amend this Agreement at any time without prior notice to Merchant. Such amendment shall take effect at the time of notification to Merchant and be incorporated herein as if part of the original Agreement.

(i) All notices or other communications required to be given by either party shall be in writing and shall be hand delivered, delivered by electronic mail (email), delivered by national carrier (e.g. FedEs. UPS, etc.), or sent by United States certified mail, postage prepad, and shall be deemed to be given when hand delivered or upon deposit in the mail as indicated. Notices shall be addressed to the parises at the address identified below, or such other address as may be specified by early by notice to the other

mal as indicated. Notices shall be addressed to he parties at the address definited below, or such other address as may be specified by either party by notice to the other party.

(i) Acquired propriet any sent) by do not take may address as a final expression of and a complete and activate under this Agreement.

(ii) Acquired propriet any sent by a parties as a final expression of and a complete and activate statement of the terms of this Agreement, there being no conditions to the enforceability of the Agreement and advanced and activate statement of the terms of this Agreement, there being no conditions to the enforceability of the Agreement and activate the sent and activate the sent and activate the entire of the sent activate the sent activat

EZ Payment Plan ARTICLES, TERMS AND CONDITIONS
For the sake of this Agreement, FlexPey LLC dish EZ Payment Plan 6472 S. Quebec Street, Englewood, CO 80111 and Merchant listed, if approved by EZ Payment Plan agree to enter into this Agreement and to be bound by the contractual provisions contained herein in order to receive the substantial benefits set forth herein and which EZ Payment Plan would not otherwise conter-upon Merchant.
NWW, TREATEROFE, in consideration of the premises and mutual promises contained in this Agreement, the parties agree as follows:

1. Tom

If approved, this Agreement shall be effective from the date hereof and shall remain in full force and effect for a pariod of TWO (2) years as an initial term, unless sooner terminated as set forth herein. Upon the completion of the initial term, unless Merchard furnishes written notice of non-renewal at least THIRTY (30) days prior to completion of the then oxiding term, this Agreement shall renew automatically for additional TWO (2) year terms unless canceled in accordance with the prosince notrained in the Agreement. In any oversit of early termination.

Agreement is any oversit of early termination.

Oversity of the property of the pr

Merchant ninely (90) days after the posting of the last delayed presentment.

2. Termination

This Agreement may be terminated immediately by EZ Payment Plan in the event of a breach of any representation, warranty, condition, provision, section or covenant in this Agreement than the height to cure any breach that is susceptible of cure during the initial FIVE (5) days from the date of discovery and if the breach is cured the reasonable satisfaction of EZ Payment Plan, this Agreement shall not be terminated and shall continue in full force and effect. In any event of early termination affects the reasonable satisfaction of EZ Payment Plan, this Agreement is the mind of the terminated and shall continue in full force and effect. In any event of early termination affects and or payment of the properties of the Merchant Agreement is terminated before completion of the initial term or any subsequent renewal terminal series of the properties of the sole of the income. Acquirer enterings for the loss of the income. Acquirer enterings for the loss of the income. Acquirer enterings for the payment of the properties of

Agreement. Merchant acknowledges that the damages noted herein are not a puritive air but represent a reasonable calculation of the financial harm caused by Merchant for termination of the Merchant Agreement before completion of the initial term or any subsequent renewal term(s).

3. EZ Payment Plan - No Credit Check Easy Payment Plan Conversion - With Guarantee
EZ Payment Plan - No Credit Check Easy Payment Plan Conversion - With Guarantee
EZ Payment Plan (convert commencial) imprinted personal check instruments received by Merchant from customers through the EZ Payment Plan to an ACH Transaction
and purchase all approved Transactions presented for payment of goods and/or services generate to the Sandard Industry Code (SIC Code) that bests describes your
business that are converted which fail to locie subject to the following terms and conditions provided "% per check" is not valved:

(b) Merchant and Customer have fully completed and signed at the time of sale a "Payment-Authorization" form.

(c) Merchant and Customer have fully completed and signed at the time of sale a "Payment-Authorization" form.

(d) The Merchant has not accepted subsequent payment in any form for dishonored check instrument in full or part including but not limited to cash, check, service performed, trade, batter or return if goods dishonored check instrument was written for. In the event of received payment as described herein Merchant shall notify EZ Payment Plan immediately.

to the sections has not accepted subsequent gayment in any form for dishonored check instrument in full or part including but not limited to cash, check service performed, takes barrier or return if goods dishonored check instrument was written for. In the event of received payment as described herein Merchant shall not place the payment plan declined, (v) (Merchant shall not accept two party, multi-party, significant ir regular, EZ payment Plan declined, por pervisually bank returned, stop, stop pay, temporary, stolen, for cash, and check instruments known at time of sale to be non-regordisable. Such acts may be considered non-conforming and subject to forfeiture of guarantee status. (e) The full daytime telephoren number and drivers license or state issued D number with expiration dise (must be unexperited) being used as payment of the check instrument and extens that they have confirmed the identity of the check writer and the writer is the account holder, the writer is the named individual on the face of the check instrument, all check instruments submitted and authorizations for the Transaction were signed by the writer in person at the time of sale, and the amounts of the (g) Unless otherwise noted Merchant account deposits are forwarded to the Federal Reserve for clearing to Merchants deposit account within 24 to 72 hours from date to present.

(g) Unless otherwise noted Merchant account deposits are forwarded to the Federal Reserve for clearing to Merchants deposit account within 24 to 72 hours from date to present.

(h) Deposits made who the internet account internet around intrinues feat safe for the coversion enterchance and prof chappeaded if any,

(ii) Deposits made who the internet internet internet internet intrinues feat safe for the coversion enterchance and prof chappeaded if any,

(iii) the covert of the internet internet

(b) Post dated check instruments do not qualify for the "Single Check Conversion."

5. Payment To Merchant

Payment to Merchant for single check conversion program items covered under this agreement aire subject to ALL conditions contained herein and furthermore those specifically addressed in Section 4 and all subsections thereof above. Payment for No Credit Check EZ Payment Plan converted check instrument conversion program covered under this agreement aire subject to ALL conditions contained herein and furthermore those specifically addressed in Section 3 and all subsections thereof above. Payment of the discussion of the Control of the Con

Payment Dates) of each month for the activity prior to the each wave transport of the subject matter hereof, and supersedes any prior agreement, discussions or (a) This is the entire agreement between Merchant and EZ Payment Plan, with respect to the subject matter hereof, and supersedes any prior agreement, discussions or correspondence, or all or written, between Merchant and EZ Payment Plan. The program guidelines attached hereto are incorporated therein by reference as if set out in full

INTERPRINGENCE, USE US WITTERN, DETWEEN METCHAIN AND LE PRYMENT PIAN. The program guidelines attached hereto are incorporated herein by reference as if set out in full herein.

(b) THIS AGREEMENT AND ALL QUESTIONS ARISING IN CONNECTION HEREWITH SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF COLORADO, AND ALL SUITS HEREBURDER OR IN RESPECT HERETO BY WITHER PARTY SHALL BE INSTITUTED OUR OF THE COLORADO, AND ALL SUITS HEREBURDER OR IN RESPECT HERETO BY WITHER PARTY SHALL BE INSTITUTED OUR OF ARRAPHOE COUNTY, COLORADO, ATHE DISTRICT COURT OF ARRAPHOE COUNTY, COLORADO, ATHE DISTRICT OF COLORADO HEREBY CONSENSTS TO SERVICE OF PROCESS AT MERCHANT'S ADDRESS SET FORTH ABOVE.

SERVICE OF PROCESS AT MERCHANT'S ADDRESS SET FORTH ABOVE.

OUR TO ARRAPHOE COUNTY, COLORADO, OR IN THE UNITED STATES DISTRICT COUNT FOR THE LITER TO THE COLORADO HEREBY CONSENSTS TO SERVICE OF PROCESS AT MERCHANT'S ADDRESS SET FORTH ABOVE.

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THE POWNING IN COMPACT, TORT OR OTHERWISE. EACH PARTY ACKNOWLEDGES THAT THE ACKNOWLEDGES

To recture report reutinorizations. Machine investigative and/or consumer credit report, personal and/or commercial in nature, in connection with this Agreement.

8. Electronic Debit/Credit Authorization

Merchant hereby authorizes EZ Payment Plan in accordance with this Agreement, to initiate debit/credit entries to Merchant's accounts. This authority is to remain in full force

Merchant hereby authorizes EZ Payment Plan, in accordance with this Agreement, to initiate deblicredit enrines to Merchant's accounts. This authority is to remain in full force and effect until (a) all doligations of Merchant to EZ Payment Plan that we arisen under this Agreement have be are paid in full and (b) EZ Payment Plan has received written rodification from Merchant of its termination, in such a manner as to afford EZ Payment Plan reasonable opportunity to act on it. This previous and any other incidents for which funds may become due under this Agreement.

NOTICES: EZ Payment Plan
6474 SOUTH OUEBEC STREET
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ENGLEWOOD, CO 80 VER VII 20130104-01



MERCHANT RECEIPT FORM

ELECTRONIC PAYMENT SYSTEMS, LLC 6472 SOUTH QUEBEC STREET ENGLEWOOD, CO 80111 800-863-5995

MERCHANT INFORMATION		
DBA Name:		
DBA Phone: Email:		
EQUIPMENT/SOFTWARE PRICING		
Equipment Purchase:		\$
Software Purchase:		\$
Encryption:		\$
Program/Registration:		\$
Other:		\$
DETAILED DESCRIPTION OF CHARGES	Total Amount Due:	\$
ADDITIONAL INFORMATION FOR ACCOUNT SET UP		
PAYMENT FOR SERVICES		
Please debit my account on file for the total amount due. Please charge my Credit Card for the total amount due. Cardholder Name: EXP: CVV Code:	Card Number	
MERCHANT AUTHORIZATION		
By signing below, Merchant and individual acknowledge receipt of this form and agrauthorizes Electronic Payment Systems to charge the total amount as agreed upon a Merchant acknowledges that for each service noted above, they have received and a services.	bove and in any additional document	tation. Furthermore,

Merchant Signature

Title

Date