



MRP - INVOICE

DATE

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

Application Number EPS- 864-285

Business Name:

Principal Owner Name:

Business Address:

City, State & Zip:

Business Phone Number:

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** 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, ANY AND ALL SAME DAY APPLICATANTS are NOT REQUIRED to pay any start-up costs or related fees to enrollment in the MRP program. -EPS MANAGEMENT

MRP ENROLLMENT APPROVAL: _____ Date: _____



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:	Email:	Business Website:	Federal Tax ID #:

2. Owner/ Officer Information (must be greater than 50% ownership)

Primary Owner/Officer:		Title:	Owner/Officer Name:		Title:
Social Security #:	Date of Birth:		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 Information (please attach a voided check for verification)

Bank Name:	Bank Phone/contact:	Bank Account Number:	Bank Routing Number (9 digits):
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4. Visa/MasterCard & Discover® Information

Do you currently Accept Visa, MasterCard and/or Discover? <input type="checkbox"/> YES <input type="checkbox"/> NO		Terminal Type & Model:	
Current Processor (attach copies of your 3 most recent processor statements):		Check Reader:	Pin Pad:
Transaction / Ticket Information:	Account Type:	Reprogram Only: <input type="checkbox"/> EPS Ship: <input type="checkbox"/>	Shipment Type:
Low Ticket: \$ _____	Card Swipe: _____ %	Gateway or Software:	
Average Ticket: \$ _____	Manually Keyed: _____ %	<input type="checkbox"/> Tip Line: <input type="checkbox"/> EBT*(food Stamps): <input type="checkbox"/> Auto Batch Time: _____ <input type="checkbox"/> Other: _____	
High Ticket: \$ _____	Website: _____ %	*EPS must receive a State License for merchant to accept EBT at their location	
Average Monthly: \$ _____	Call Center: _____ %	Mobile Only: Mobile Phone Carrier: _____ Phone Model: _____	

5. Terminal Information & Activation

Esquire Bank Disclosure

320 Old Country Road, Garden City, NY 11530 800-996-0213

Important Bank Responsibilities:

1. Esquire Bank is the only entity approved to extend acceptance of VISA products directly to a Merchant.
3. Esquire Bank is responsible for educating Merchants on pertinent VISA Operating Regulations with which Merchants must comply.
5. Esquire Bank is responsible for all funds held in reserve that are derived from settlement.

Important Merchant Responsibilities:

1. Ensure compliance with cardholder data security and storage requirements.
3. Review and understand the terms of the Merchant Agreement.

2. Esquire Bank must be a principal signor to the Merchant Agreement.
4. Esquire Bank is responsible for and must provide settlement funds to the merchant.

2. Maintain Fraud and Chargebacks below thresholds.
4. Comply with Visa Operating Regulations.

The responsibilities listed above do not supersede terms of the Merchant Agreement and are provided to ensure the Merchant understands some important obligations of each party and that the VISA Member-Esquire Bank- is the ultimate authority should the merchant have any problems.

Owner Signature: X _____ Printed Name: _____ Date: _____

Business Profile Information & Merchant Site Survey

Years In Business:	Length of Current Ownership:	Type of Business/Services Sold:	
How is the product/service delivered:		Location of Business: <input type="checkbox"/> Retail Store Front <input type="checkbox"/> Residence <input type="checkbox"/> Office Building <input type="checkbox"/> Other: _____	
Type of Ownership: <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> LLC <input type="checkbox"/> Other	Major Cross Streets:	Area Zoned: <input type="checkbox"/> Commercial <input type="checkbox"/> Residential <input type="checkbox"/> Industrial	
	Business Premises is: <input type="checkbox"/> Owned by Merchant <input type="checkbox"/> Leased from: _____	Phone: _____	
	Square Footage: <input type="checkbox"/> 0-250 <input type="checkbox"/> 251-500 <input type="checkbox"/> 501-2,000 <input type="checkbox"/> Over 2,000	Photos of Business provided? <input type="checkbox"/> YES <input type="checkbox"/> NO	
	Does the inventory and merchandise on the shelves and floor appear to match the type of business? <input type="checkbox"/> YES <input type="checkbox"/> NO Explain if no: _____		
	Describe Merchant's refund/return policy:		
Further comments by inspector (must be completed):			

Agent/ISO Acceptance and Information

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

Agent Name: _____ Agent Signature: _____ Date: _____

Agent Office Contact Number: _____ Agent / ISO Office Number: _____

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, involving Point Of Sale ("POS") and processing equipment.

PRICING SCHEDULE A**Credit Card Processing****Pin Based Debit**

Card Discount Rate _____%	Offline Debit _____%	American Express I.D. _____	Discount Rate _____%
Cost Plus Pricing _____%	Per Item Fee \$_____ (+ VS/MC/DS cost of interchange)	Annual Fee \$99.50	Per item Fee \$. _____
		PCI –DSS Compliance \$99.50	Admin. Fee \$10.00
AUTH. Fee Retail MOTO	Monthly Administration \$10.00	Warranty Program	Encryption Fee \$20.00
VS/MC/DS \$0.25 \$0.35	Minimum Discount Fee* \$25.00		An encrypted pin pad is needed to accept pin based debit.
Other \$0.25 \$0.35	Internet/Gateway Fee* \$15.00		
Wireless* \$0.15 \$0.15	Mobile Monthly Fee* \$12.95	1 Terminal \$9.95	
AVS \$0.04 \$0.04	Wireless Access Fee* \$25.00	2 Terminals \$14.95	
Voice Auth. Set Up \$4.95	Charge Back Fee \$25.00	Warranty includes free repair and replacement	
Voice Auth.* \$0.95 \$0.95	Retrieval Fee \$12.00		SIC/MCC Code:

*Some fees above may or may not apply due to the type of account and terminal or gateway you will use to process transactions. If you add additional terminals or programs these fees may come into effect. When accepting cards a surcharge of up to 1.75% applied to all transactions which fail to qualify for Visa MasterCard electronic data capture interchange requirements. If applying for a Cost Plus account, fees quotes are in addition to VS/MC/DS cost of interchange. Please review your merchant processing agreement for additional information on the fees listed under pricing schedule A. If using mobile, each additional phone added has an additional \$5.95 monthly fee assessed.

EZ Payment Plan and Single Check Conversion Pricing**Additional Products and Services****Please Initial >**

A Registration and Set up fee of \$320.00 is due at time of signing. Fees to merchants as follows:

Monthly Admin Fee \$10.00	Monthly Minimum \$25.00
% Per Check	Per Check Fee
<input type="checkbox"/> Conversion with Guarantee (EZ PAYMENT PLAN) _____	\$ 1.00
<input type="checkbox"/> Single Check Conversion with Guarantee _____	\$0.25

An account set up fee of \$50.00 will be debited from the first check in the series when multiple checks are used in a single transaction. Fee payment not otherwise covered in this Agreement shall be debited from merchants account on or about the 5th of each month for activity in the prior calendar month. An annual fee of \$99.50 is billed each year regardless of time of enrollment and cannot be waived or refunded. When applicable, in consideration for the granting of the license and use of the software, licensee agrees to pay developer a recurring monthly gateway fee of \$19.95 of the term of this agreement and any subsequent renewals.

☐ **Single Check Conversion without guarantee** will allow you to submit your checks through the ElectCheck system and have the funds automatically debited from your customers account and deposited in to your business account. Per check fee \$0.59.

☐ **Access Now** will develop a custom website template for your business, allowing you full access to make changes, and promote your business, with a free 30 day trial period. Choose from the following:

- ☐ 1 Page website \$9.95/mo ☐ 3 Page website \$19.95/mo
☐ 5 Page Website \$29.95/mo

Access now offers a free 30 day trial period for your website design. Merchant can cancel this website via email or fax to corporate office with no additional charges within the first 30 days from the date of this agreement. After 30 days the merchant agrees to fees as stated above. Merchant must provide EPS with all marketing information and Logos if specific designs are requested. After template completion EPS is no longer obligated to change or update the website, merchant will have ability to make all changes to website as needed.

PCI-DSS Data

Does Merchant use any independent servicer that stores, maintains, or transmits cardholder information: ☐ YES ☐ NO If Yes please provide the following for each servicer:

Name: _____ Phone Number / Contact: _____
 Does the merchant use: Software Type: _____ Terminal Type: _____

X _____
 Merchant Signature Printed Name Date

X _____
 Merchant Signature Printed Name Date

PERSONAL GUARANTEE AND ACCEPTANCE

The undersigned personally, and in his or her capacity of and for any named entity he/she represent, unconditionally guarantees the Bank and Electronic Payment Systems, LLC (EPS) the performance of this Agreement including by not limited to: payment of all sums due and owing; adherence to all terms and conditions of this agreement and any attachments hereto; and agrees to pay any attorney's fees and costs associated with enforcement of the terms, conditions, and agreements contained herein. Bank and/or EPS shall not be required to first proceed against Merchant for enforce or see any other remedy before proceeding against the undersigned. This is a continuing guaranty and shall not be discharged or affected by the death or the undersigned, shall bind the heirs, administrators, representatives and assigns and may be enforced by or for the benefit of any successor of Bank or EPS. The terms of this guaranty shall be for the duration of the Merchant Processing Agreement and all attachments thereto and shall guarantee all obligations which may arise or accrue during the terms thereof. Enforcement may be sought subsequent to any termination.

X _____
 Personal Guarantor (No Title)

X _____
 Personal Guarantor (No Title)

The undersigned personally, and in his or her capacity of and for any named entity herein represents and warrants that all information provided by Merchant in the Merchant Application and Processing Agreement, and if elected as a service, the EPS 90 Application and Purchase Agreement, and any other documents thereto, is true and correct. Also, the undersigned authorizes the Bank and/or EPS or its representative to investigate the credit of each person and/or entity listed on the Merchant Application and represents that he/she has the authority to provide such information. **MERCHANT HEREBY AGREES AND ACCEPTS ALL TERMS AND CONDITIONS CONTAINED HEREIN AND OUTLINED IN THE ARTICLES 1.01 THRU 3.14(L) and articles 1-7 of the MERCHANT APPLICATION. RESPECTIVELY FOR THE MERCHANT PROCESSING AGREEMENT, AND IF ELECTED AS A SERVICE, ARTICLES 1 THRU 8(b) RESPECTIVELY OF THE ARTICLES, TERMS AND CONDITIONS OF THE EZ PAYMENT PLAN APPLICATION AND PURCHASE AGREEMENT. FURTHERMORE, MERCHANT ACKNOWLEDGES RECEIPT OF A PHYSICAL COPY OF THIS AGREEMENT WHICH CONTAINS THE AFOREMENTIONED ARTICLES AND OTHER TERMS AND CONDITIONS THAT GOVERN THIS AGREEMENT, INCLUDING THE TWO (2) YEAR PROCESSING TERM FOUND IN SECTION 3.05 OF THE TERMS AND CONDITIONS.**

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT: To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

X _____
 Merchant Signature Printed name and Title Date

X _____
 Merchant Signature Printed name and Title Date

FOR OFFICE USE ONLY

Accepted by Esquire Bank * Garden City, NY 11530 * 800-996-0213

Accepted by Electronic Payment Systems, LLC * Englewood, CO 80111 * 800.863.5995

By _____ Title _____

By _____ 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 card.

ARTICLE 1-CARD TRANSACTIONS

1.1 Honoring Cards

- (a) Merchant shall honor without discrimination all valid cards of the type(s) made available for processing by EPS and Acquirer (collectively, "Cards") when properly presented as payment by customers in connection with a bona fide, legitimate business Transaction. If Merchant does not deal with the public at large (such as in the case of a private club), Merchant shall be deemed to have complied with this non-discrimination rule if it honors all valid payment cards of cardholders who have purchasing privileges or memberships with Merchant.
- (b) Merchant 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 on Merchant 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 herein) and any applicable rules and regulations.
- (c) Merchant shall not establish minimum or maximum amounts for transactions completed with Cards ("Transactions").
- (d) Merchant shall not require a cardholder to provide identification information such as telephone number, address or driver's license number as a condition of completing a Transaction, unless such requirement is mandated by MasterCard, Inc. ("MasterCard"), Visa U.S.A. Inc. ("Visa") or Discover's rules and regulations and is permitted by the law of the state in which the Transaction takes place (for example, in mail order Transactions). MasterCard, Visa and Discover are referred to herein as the "Card Associations".
- (e) Merchant may not make a photocopy of a Card under any circumstances and may not request that the cardholder provide a photocopy of the Card as a condition for honoring the Card.

1.2 Advertising

- (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 a vehicle leasing company at airport locations, is a transportation company subject to government regulation, or is otherwise expressly exempted from this requirement by the Card Associations.
- (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 only Cards issued by Acquirer.
- (c) Merchant shall have the right to use or display the proprietary names and symbols of the Card Associations only while this Agreement is in effect or until Merchant is notified by Acquirer or any appropriate Card Association to cease such usage.
- (d) Merchant shall comply with all applicable rules and regulations concerning the use of service marks and copyrights owned by any Card Association.
- (e) Merchant shall use the proprietary Card Association names and symbols only to indicate that Cards are accepted for payment and shall not indicate, directly or indirectly, that Acquirer or any Card Association endorses Merchant's products or services.
- (f) Merchant shall not refer to any Card Association in stating eligibility for its products, services or memberships.

1.3 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 hologram) included on each Card presented to Merchant. Merchant shall compare the embossed account number on the face of the Card with the account number indented on 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.
- (d) Where the magnetic stripe on the Card is read in connection with a Transaction, Merchant shall compare the embossed account number on the Card to the number displayed or printed by the terminal to ascertain that they are the same.
- (e) Except in connection with a mail order, telephone order, eCommerce 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.
- (f) If the signature panel on any Card presented to Merchant 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) that bears the cardholder's signature; and
 - (ii) request authorization.
- (g) In the case of a Visa Card, Merchant shall compare the printed issuing bank identification number, which is directly above the first four digits of the embossed account number, with the embossed account number. If the printed number and the embossed number do not match, Merchant shall not accept or process the Transaction.

1.4 Authorization

- (a) Before honoring any Card, Merchant shall request authorization from Acquirer's designated authorization center.
- (b) Authorization numbers or positive account number verification response codes, as appropriate, shall be printed legibly in the designated area on the sales slip.
- (c) If authorization is denied, Merchant shall not complete the Transaction and shall use its best efforts by reasonable and peaceful means to follow any instructions from the authorization center.
- (d) 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, the cardholder does not sign the sales slip, the signature on the sales slip does not match the signature appearing on the Card, or the signature panel on the Card is blank.
- (e) In no event shall an authorization be deemed to be Acquirer's representation that the particular Transaction is in fact a valid, authorized or undisputed Transaction entered into by the cardholder or an authorized user of the Card.
- (f) An authorization for a restaurant Transaction in which a gratuity is added to the sales slip by the cardholder is valid if the total Transaction amount is within 20% of the authorization amount.
- (g) If authorization is obtained for the estimated amount of a car rental Transaction, Merchant shall disclose to the cardholder the amount authorized on the rental date.
- (h) Merchant acknowledges that EPS and Acquirer will monitor Merchant's daily deposit activity. The deposit activity should remain consistent to the "approved" monthly volume and average ticket amount approved on the Merchant Agreement and Application. If Merchant should exceed the "approved" monthly volume, Merchant acknowledges that additional documentation may be required. Merchant agrees that Acquirer may upon reasonable grounds suspend the disbursement of Merchant's funds for any unreasonable period of time required to investigate Merchant's activity. Merchant agrees to make good on the sales slip to the customer at the time of delivery of the goods or performance of the services or point of transaction terminal Transactions, at the time of the Transaction.
- (i) Merchant agrees that EPS and Acquirer shall have no liability for any losses, either direct or indirect, which Merchant may attribute to any suspension of the disbursement of funds.

- (i) 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

- (a) When honoring a Card in connection with a Transaction, Merchant agrees to:
 - (i) Enter 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 the Transaction.
 - (ii) Obtain the signature of the customer on the sales slip after the Transaction amount is identified in the "Total" column.
 - (iii) Compare the signature on the sales slip and the signature panel of the Card and, if the Card has a photograph of the cardholder, to ascertain that the customer resembles the person depicted in the photograph; 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.
 - (iv) Imprint legibly on the sales slip the embossed legends from the Card and from Merchant's imprint plate. If the imprinter does not legibly imprint the embossed legends from the Card and Merchant's imprint 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 trade style of the issuer as it appears on the face of the Card, the ICA number, the Card initials, if any, and both the effective date and expiration date. Merchant shall also record on the sales slip any other embossed data (such as security symbols).
 - (v) Make a true and unaltered copy of the sales slip to the customer at the time of delivery of the goods or performance of the services or point of transaction terminal Transactions, at the time of the Transaction.
- (f) In the case of 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:
 - (i) the Card's account number;
 - (ii) Merchant's name;
 - (iii) Merchant's location code or city and state;
 - (iv) the amount of the Transaction;
 - (v) the Transaction date.
- (g) Transaction records must be produced for all Transactions which originate at and are data captured using automated dispensing machines or limited amount terminals, except for Transactions which originate at magnetic stripe reading terminals. Such Transaction records must include the following information:
 - (i) the Card's account number;
 - (ii) Merchant's name;
 - (iii) the magnetic stripe reading terminal location code or city and state;
 - (iv) the amount of the Transaction;
 - (v) the Transaction date.
- (h) Whenever the unrecorded account number cannot be read from the magnetic stripe, Merchant shall follow normal authorization procedures and complete the approved Transaction using a manual imprinter.

1.6 Multiple Transaction Records, Partial Consideration

- (a) Merchant must include on one Transaction record the entire amount due for the Transaction except in the following instances:
 - (i) the Transaction involves purchases made in separate departments of a multipoint-of-sale store;
 - (ii) the Transaction involves delayed or amended charges for a vehicle rental Transaction in which:
 - (A) the cardholder consented to be liable for such charges;
 - (B) such charges consist of ancillary or corrected charges, such as taxes or fuel fees, and not charges for loss, theft, damage, or traffic violations; and
 - (C) Merchant sends the cardholder a copy of the amended or add-on-sales drafts (sales drafts for such delayed or amended charges may be deposited without the cardholder's signature provided that Merchant has cardholder's signature on file, and the words "Signature on File" are entered onto the signature panel of the sales draft);
 - (iii) the customer pays a portion of the Transaction amount in cash, by check, with any other draft, or any combination of such payments at the time of the Transaction, and further 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 date and the customer signs two separate sales slips, one of which represents a deposit 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 which case 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; and
 - (v) (C) not to present the "balance" sales slip until all goods are delivered or all the services are performed; or
 - (vi) the cardholder is using the installment payment option offered in accordance with Section 1.7.
- (b) Merchant agrees not to divide a single Transaction into two or more Transaction records to avoid obtaining an authorization.
- (c) 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 authorizations are obtained for each item.

1.7 Telephone Order, Mail Orders, eCommerce, Preauthorized Orders and Installment Orders

- (a) If a Transaction is made by telephone order (TO), mail order (MO), eCommerce or preauthorized order (PO), the sales slip may be completed without a customer's signature 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, ICA-number and bank initials (if any), the account number, the expiration date and any effective date on the Card, the cardholder's name, 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.
- (b) obtain authorization for every sale for MO, TO and eCommerce Transactions (which authorization must be obtained no more than seven calendar days prior to the Transaction date), and attempt to obtain the expiration date of the Card as part of the authorization inquiry.
- (c) In any non-imprint Transaction (and whenever an expired Card is presented, regardless of whether it is imprinted), Merchant shall be deemed to warrant the customer's true identity as an authorized user of the Card, whether or not authorization is obtained, unless Merchant obtains and notes legibly on the sales slip evidence of the customer's true identity.
- (d) In connection with a recurring Transaction (or preauthorized order) pursuant to which goods or services are delivered to or performed for a cardholder periodically, Merchant agrees 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 request must specify the amount of the recurring Transaction (or allow space for cardholder to specify a minimum and maximum amount) if the recurring Transactions are to be for varying amounts, the frequency of the recurring charges, and the length of time for which the preauthorized order is to remain in effect.
 - (iii) Before renewing a preauthorized order, Merchant must obtain a subsequent written request from the cardholder containing the information listed above.
 - (iv) Merchant must retain the cardholder's written authorization for as long as the preauthorized order is in effect and must provide a copy to Acquirer upon request.
 - (v) Merchant must not deliver goods or perform services covered by a preauthorized order after being advised that the preauthorization has been canceled or that the Card is not to be honored.
- (e) 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 periodic payments of goods or services on which Merchant assesses additional finance charges.
- (f) Merchant must inform the cardholder that he or she has the right to receive, at least 10 days prior to each scheduled Transaction date, written notice of the amount and date of the next charge. Cardholder may elect to receive the notice:
 - (i) for every charge;
 - (ii) (B) only when the Transaction amount does not fall within the specified range shown on the order form; or
 - (iii) only when the Transaction amount exceeds the range shown on the order form by more than an agreed-upon amount.
- (g) Merchant may offer cardholders an installment payment option for its mail/telephone order merchandise subject to the following conditions:
 - (i) Merchant's promotional material must clearly disclose the installment terms, including but not limited to:
 - (A) whether the plan offers items for only selected items or for the total amount of any order; and
 - (B) the shipping and handling charges and applicable taxes will be billed. The material also must advise cardholders who are not billed in the Transaction currency of Merchant that the installment billing amounts may vary due to fluctuations in the currency conversion rates.
 - (ii) No finance charges may be added by Merchant. The sum of the installment Transactions may not exceed the total sales price of the merchandise on a single Transaction basis.
- (h) Authorization is required for each installment Transaction. Merchant's floor limit is zero.
- (i) Merchant may not deposit the first installment Transaction with Acquirer until the merchandise is shipped. Subsequent installment Transactions must be deposited:
 - (A) at intervals of 30 days or more; or
 - (B) on the anniversary date of the Transaction (i.e. the same date each month).
- (j) In addition to Merchant's name, an appropriate installment Transaction descriptor (e.g. "one of five," "two of five," etc.) must be included in the Merchant name field of the clearing record.

1.8 Vehicle Rental Transactions

- (a) Regardless of the terms and conditions of any written preauthorization form, the sales slip amount for any vehicle rental Transaction shall include only that portion of the Transaction, including any applicable taxes, entitling a bona fide renting of personal property by Merchant to a customer and shall not include any consequential charges. Nothing herein is intended to restrict Merchant from enforcing the terms and conditions of its preauthorization form through means other than a Transaction.
- (b) Merchant shall not 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 deposit 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, alimony and child support payments, and court costs and fines shall not be considered cash advances or withdrawals.
- (c) Merchant shall not 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 deposit 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, alimony and child support payments, and court costs and fines shall not be considered cash advances or withdrawals.
- (d) Merchant shall not 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 deposit 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, alimony and child support payments, and court costs and fines shall not be considered cash advances or withdrawals.
- (e) Merchant shall not 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 deposit 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, alimony and child support payments, and court costs and fines shall not be considered cash advances or withdrawals.
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1.9 Returns and Adjustments, Credit Slips

- (a) If, 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 refund or adjustment of any kind), Merchant shall not be required to apply any applicable tariffs and accept and otherwise comply with applicable law or governmental regulations. Merchant shall not make any cash refund to the cardholder but shall deliver promptly to Acquirer a credit slip evidencing such refund or adjustments.
- (b) Each credit slip shall be signed and dated by Merchant and include the Transaction date, a description of the goods returned, services canceled or adjustment made and the amount of the credit. It shall be sufficient detail to identify the Transaction and the amount of the credit. The credit slip shall be submitted to Acquirer within 30 days of the date of the Transaction.
- (c) The refund or adjustment shall be indicated on a credit slip and may not exceed the original Transaction amount.
- (d) The Merchant may limit its return, adjustment, refund or exchange policies provided that proper disclosure is made and purchased goods or services are delivered to the cardholder at the time of the Transaction.
- (e) Proper disclosure by the Merchant must be given at the time of the Transaction by printing the following information on all copies of the sales slip or invoice being submitted to the cardholder for signature in letters approximately 1/4 inches high and in close proximity to the space provided for the cardholder's signature:
 - (i) "NO REFUND OR 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;
 - (ii) "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.
- (f) Merchant shall not make any cash refund to a cardholder or take any cash advances for themselves, their employees, family members or their company, either directly or by deposit 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, alimony and child support payments, and court costs and fines shall not be considered cash advances or withdrawals.
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1.10 Cash Payments, Factoring, Split Sales

- (a) Merchant shall not receive any payments from a customer for charges included on any Transaction record resulting from the use of any Card, nor receive any payments from a cardholder to prepare and present a credit slip for the purpose of affecting a refund to the cardholder's account.
- (b) Factoring in the act of processing a Transaction that is not the result of goods or services provided or sold by the Merchant and for the benefit of others. This includes any Transaction that may generate a fee to Merchant for this service. These and any like Transactions are PROHIBITED under this Agreement.
- (c) Split Sales are Transactions that utilize the same Card, at the same time in incremental amounts to achieve a desired authorization amount. If one Card is used, it must be for the full amount of the sale. This does not apply to Installment Orders as described in Section 1.7 above.
- (d) Merchant shall not 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 deposit 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, alimony and child support payments, and court costs and fines shall not be considered cash advances or withdrawals.
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1.11 Cash Advances

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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: _____

Card Number _____

EXP: _____ CVV Code: _____

MERCHANT AUTHORIZATION

By signing below, Merchant and individual acknowledge receipt of this form and agree to the terms and conditions referenced herein. The merchant authorizes Electronic Payment Systems to charge the total amount as agreed upon above and in any additional documentation. Furthermore, Merchant acknowledges that for each service noted above, they have received and accept the terms and conditions related to those items and /or services.

X

Merchant Signature

Title

Date