

MERCHANT PROCESSING APPLICATION AND AGREEMENT (Continued)

SERVICE FEE SCHEDULE (FAX/ELECTRONIC FORM)



DBA Name: _____ Loc. _____ of _____

DISCOUNT FEES (Based On Volume)

Accept all MasterCard and Visa transactions (presumed, unless any selections below are checked)

MasterCard Acceptance Visa Acceptance

☐ Accept MC Credit transactions only ☐ Accept Visa Credit transactions only

☐ Accept MC Off-Line Debit transactions only ☐ Accept Visa Off-Line Debit transactions only

See Section 1.1 of the Operating Guide for details regarding limited acceptance. You are responsible for distinguishing Credit from Off-Line Debit Cards. Even if you have agreed to limit your acceptance of certain cards as outlined above, you must continue to accept all foreign issued cards, whether Credit or Off-Line Debit. If you agree to limit your acceptance to a particular type of card and, whether intentionally or in error, accept another type of transaction, the resulting transaction will downgrade to the highest cost interchange plus the applicable Non-Qualification Fee (See Section 9.1 of the Operating Guide).

MasterCard Qualified Credit Discount Rate (800-S) _____ %

Visa Qualified Credit Discount Rate (804-S) _____ %

MasterCard Qualified Debit Discount Rate (850-S) _____ %

Visa Qualified Debit Discount Rate (854-S) _____ %

Non-Qualification Fee: Applies to Non-qualified MC & VI Credit and/or Off-Line Debit Transactions (30D-S) .0135 ☐ _____

Diners License (750-S) _____ %

JCB License (754-S) _____ %

START-UP FEES (One-Time Charge)

Non-Taxable Fees:

Application Fee (Non-Refundable) (247-S) \$ _____

Additional Outlet Fee (246-S) \$ _____

Debit Set-up Fee (31B-S) \$ _____

Wireless Activation Fee (31E-S) \$ _____

ICE Pac Advertising (339-S) \$ _____

YourPay® Virtual Terminal (31X-S) \$ _____

Misc. Fee (31J-S) \$ _____

Reprogram Fee (31A-S) \$ _____

Other: _____ () \$ _____

Other: _____ () \$ _____

Internet Set-up Fee (30R)

Fee per TID	# of TIDs	Total
\$ _____ x _____		= \$ _____

BILLED MONTHLY FEES (If Applicable)

Service Fee (224-S) \$ _____

Inactivity Fee (204-S) \$ _____

Chargeback Fee (205-S) \$ _____

Chargeback & Retrieval Fee (289-S) \$ _____

Minimum Processing Fee (201-S) \$ _____

Annual Membership Fee (200-S) \$ _____

Internet Paper Statement Fee (206-S) \$ _____

ACH Fee Per Transfer (225-S) \$ _____

Wireless Access Fee (399-S) \$ _____

MyMerchantView™ (295-S) \$ _____

ICE Pac Advertising (475-S) \$ _____

YourPay® Virtual Terminal (428-F) \$ _____

Other: _____ () \$ _____

Service Protection Program (31Y-S) \$ _____

ACH Reject fee (401) \$ 10.00

Internet Service Fee (394-S) \$ _____

Fee per TID	# of TIDs	Total
\$ _____ x _____		= \$ _____

OTHER FEES

MC/VI TXN Fee (001-S, 005-S)

AUTHORIZATION

MC (Unbundled) \$ _____ (10A) \$ _____ (038-S)

Visa (Unbundled) \$ _____ (10D) \$ _____ (048-S)

Diners Club \$ _____ (10G) \$ _____ (058-S)

American Express \$ _____ (10P) \$ _____ (068-S)

Discover \$ _____ (10J) \$ _____ (078-S)

JCB \$ _____ (10M) \$ _____ (088-S)

MC/VI Foreign Handling .0010 (260-S, 261-S) (BP)

Debit (PIN) \$ _____ (018-S, Key 0 to 590-S)

Access Fees \$ _____ (197-S, 198-S)

Assessment Fees _____ % (242-S, 244-S)

Voice Auth Fee \$ _____ (10B, 10E, 10H, 10K, 10N, 10Q)

AVS-Auto \$ _____ (03B-S, 03C-S, 04B-S, 04C-S, 05C-S, 06C-S, 07C-S, 059-S, 069-S, 079-S, 405-S, 406-S, 408-S, 437-S)

AVS-Manual \$ _____ (039-S, 049-S)

EBT \$ _____ (02X-S, 18E-S, 18H-S, 18I-S)

Other: _____ \$ _____ ()

OTHER PAYMENT FEES

American Express Fees:*

☐ Amex Discount Rate _____ %

☐ Amex Monthly Fee (Flat Fee) \$ 5.00

Discover easi Fees:*

Discover Rate (EAD) _____ %

Discover Membership Fee (EAM) \$ _____

Discover Transaction Fee \$.10

TeleCheck Fees:*

Inquiry Rate _____ %

Transaction Fee \$ _____

Chargeback Fee \$ 5.00

Monthly Minimum \$ _____

Statement Fee (ACH) \$ 5.00

Customer Request/Operator Call \$ 2.50

Other: _____ \$ _____

*Billed Separately by AMEX, Discover, or TeleCheck.

Note: See Section 10.2 of the Operating Guide for early termination fees.

FOR MERCHANT AND INDIVIDUAL GUARANTORS – As the person signing below on behalf of the business designated on the above Application ("Merchant"), I certify that I am an owner, partner or officer of the Merchant and have been duly authorized to sign this Merchant Application and Agreement on behalf of the Merchant. Merchant and each guarantor signing below ("Guarantor") hereby acknowledge that they have each received and read (1) Terms and Conditions for Merchant Agreement, (2) Schedule A (Pricing) and (3) the Operating Guides - Retail and Mail Order/Telephone Order/Internet Transactions. Merchant agrees to be bound by the terms and conditions contained in those documents, and each Guarantor hereby agrees to be bound as a Guarantor of the Merchant's obligations under this agreement, according to the Personal Guaranty contained in the Terms and Conditions for Merchant Agreement. Merchant hereby authorizes Paymentech to credit and debit Merchant's designated bank account(s) in accordance with this Agreement. Merchant represents and warrants that all information on this Application, and the related information submitted in conjunction with the Application, is true, complete and not misleading. The Application now belongs to Paymentech. Merchant understands that the application fee is non-refundable. Merchant, each Owner/Officer and each Guarantor hereby authorizes and agrees that Paymentech, or its designee, may investigate and verify the credit and financial information of Merchant, each Owner/Officer and any individual Guarantor and may obtain consumer and commercial credit reports on the Guarantors, Owners/Officers and Merchant from time to time. If the Application is approved, subsequent consumer and business credit reports may be required or used in connection with the maintenance, updating, renewal or extension of the Agreement. The Merchant, Owners/Officers and each Guarantor agrees that all business references, including banks, may release any and all credit and financial information to Paymentech. ANY UNILATERAL ALTERATION, STRIKEOVER OR MODIFICATION TO THE PREPRINTED TEXT OR LINE ENTRIES OF THIS MERCHANT APPLICATION AND LEGAL AGREEMENT SHALL BE OF NO EFFECT WHATSOEVER, AND AT PAYMENTECH'S SOLE DISCRETION, MAY RENDER THIS MERCHANT APPLICATION INVALID.

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

For Paymentech to request a Discover Number on behalf of the merchant through the Discover easi Program: Client acknowledges that by accepting a Discover card for payment, Client agrees to the terms and conditions of Discover Business Services ("Discover"). Such terms and conditions will be sent to Client by Discover.

By checking the TeleCheck box in the Third Party Agreements section located on the Application, Client agrees to be bound by the terms and conditions of the TeleCheck Services Agreement, located in the Third Party Agreement section of the Program Guide. Client hereby acknowledges by checking the TeleCheck box and signing below that the TeleCheck Services Agreement is hereby entered into by and between Client and TeleCheck Services, Inc. and that JPMorgan Chase Bank and Chase Paymentech Solutions are not parties to the TeleCheck Services Agreement and shall have no liabilities or obligations thereunder.

By checking the Gift Card Services box in the Third Party Agreements section located on the Application, Client agrees to be bound by the terms and conditions of the Gift Card Services Agreement, located in the Third Party Agreement section of the Program Guide. Client hereby acknowledges by checking the Gift Card Service box and signing below that the Gift Card Processing Agreement is hereby entered into by and between Client and First Data Merchant Services Corporation, and that JPMorgan Chase Bank and Chase Paymentech Solutions are not parties to the Gift Card Processing Agreement and shall have no liabilities or obligations thereunder.

****Client acknowledges having received and read a copy of this Service Fee Schedule and agrees to the fees stated herein (as modified from time to time in accordance with the provisions of the Agreement). The individual signing this Service Fee Schedule must be the same person signing the Merchant Processing Application and Agreement.**

Client's Business Principal:

**Signature (Please sign below):

X

Title

Date

Please Print Name of Signer

PERSONAL GUARANTY

Retail Standard 2/06

Signature (Please sign below):

Signature (Please sign below):

X

, an individual

X

, an individual