

# Merchant Surcharge Program Addendum

## 1 Your Business Information

Merchant Identification (**MID**) Number(s): \_\_\_\_\_

Your Business Legal Name (**Merchant**): \_\_\_\_\_

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

Business Phone: \_\_\_\_\_

## 2 What This Addendum Does

- 2.1 This Addendum adds Merchant Surcharge Program to your merchant processing agreement. Bank, however, is not a party to the Addendum, and the Merchant Surcharge Program (**Services**) are provided to you only by Processor and not by Bank. In the Addendum, the words we, our, and us refer only to Processor and not to Bank.
- 2.2 The terms of your merchant processing agreement and the terms of the Addendum both apply to Merchant Surcharge Program and all transactions processed in connection with the Services, but if anything in the Addendum directly conflicts with your merchant processing agreement, the Addendum will control. If your merchant processing agreement includes terms and conditions for any of the Services, the terms in the Addendum replace them entirely while this Addendum is in effect.
- 2.3 The Addendum becomes effective as of the first day of the first full month following the date that appears in the signature block and continues in effect until (a) your merchant processing agreement terminates, in which case, the Addendum will automatically terminate, or (b) you or we choose to terminate the Addendum by giving the other at least 30 days' advance written notice.

## 3 Fees

- 3.1 The Fees listed in the table below will replace your current Discount Rate and Transaction Fees for the listed Fees:

	Discount Rate	Transaction Fee
Credit Card	%	n/a
Debit Card	%	\$

**The Surcharge Rate that you assess on your customers is \_\_\_\_%.**

- 3.2 Except as modified, replaced, or added in this Addendum, all applicable Fees will remain unchanged.

## 4 Definitions

- 4.1 **Payments Organization** means any payments association or payments network whose cards or other payment forms you accept under your merchant processing agreement. If "**Card Organization**" is a defined term in your merchant processing agreement, then **Payment Organization** replaces it for purposes of Merchant Surcharge Program and all transactions processed in connection with Merchant Surcharge Program.
- 4.2 **Rules** means the rules, requirements, and standards of each Payments Organization, including the PCI DSS. If "Card Organization Rules" is a defined term in your merchant processing agreement, then **Rules** replaces it for purposes of Merchant Surcharge Program and all transactions processed in connection with Merchant Surcharge Program.

**5 Surcharging**

- 5.1 A **Surcharge** is an additional fee that you add to relevant transactions as permitted by the Card Organization Rules and applicable laws (together, **Applicable Laws**). By choosing to assess a Surcharge and participate in this Merchant Surcharge Program, you agree that you are solely responsible for: (1) complying with all Applicable Laws and the Your Payments Acceptance Guide, (2) properly and clearly disclosing the existence and amount of any Surcharge to Cardholders in accordance with Applicable Laws, and (3) ensuring any Surcharge you add to a transaction does not exceed the limit provided in the Rules.
- 5.2 You also agree that: (1) you are assessing a Surcharge on Cardholders for certain Credit Card transactions in an amount equal to the Surcharge Rate reflected herein; (2) you will pay us the Discount Rates for Credit Card, and Signature Debit, PIN Debit, and PINless Debit transactions on gross sales for all of the transactions that you submit (without reduction for refunds, returns, or chargebacks); (3) you will pay us the Transaction Fee (the fixed charge per transaction reflected above for Signature Debit, PIN Debit and PINless Debit transactions) for each sale and refund that you submit; (4) you will not assess a Surcharge for the portion of the transaction that is tip on paper, and you will be responsible to pay us the Discount Rate for the gross amount of all tips on paper; (5) you will be responsible to refund Cardholders any Surcharge you assess in the amount billed on such transaction; (6) you will not assess a Surcharge for card not present transactions on cardholders whose billing ZIP code corresponds to states or US territories where Surcharging is prohibited by Applicable Law (including but not limited to, Colorado, Connecticut, Massachusetts, Puerto Rico), and you will be responsible to pay us the Discount Rate for such transactions; and (7) we may change or cancel this Merchant Surcharge Program upon notice to you.

**6 Disclaimers**

- 6.1 Use of Merchant Surcharge Program does not (a) guarantee compliance with any laws, Rules, or applicable standards (including the PCI DSS), or (b) affect your obligation to comply with laws, Rules, and applicable standards (including the PCI DSS).

**7 Addendum Approval**

By signing below, you acknowledge that:

- you have read and understand the Addendum;
- you are choosing to enroll in the Merchant Surcharge Program;
- you agree to comply with this Addendum and any Applicable Laws;
- you understand that the terms of the Addendum (including the fees) may be changed from time to time as described in your merchant processing agreement; and
- you understand that if you sign the Addendum using an electronic signature process, the resulting signature has the same legal effect as if you had signed it by hand.

The individual signing below represents that s/he is authorized to sign on behalf of the business identified in *Section 1*, as of the Effective Date.

**Authorized Signatures:**

\_\_\_\_\_

**Merchant**

By: \_\_\_\_\_

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

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

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

\_\_\_\_\_

**Processor**

By: \_\_\_\_\_

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

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

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