

CONFIGURATION & SETUP





PURCHASE ORDER FOR:		
APPROVED BY:		

INTEGRATIONS

TYPE OF SOFTWARE & APPS	SELECT	E	BASIC		PRO	NOTES
CASH DISCOUNT BUNDLE	Х	\$	-	\$	-	
SOFTWARE & SUPPORT (Per						
Device)	x	\$	44.95	\$	74.95	
WEBSITE	Х	\$	-	\$	99.00	
SOCIAL MEDIA						
MANAGEMENT	x	\$	-	\$	399.00	
DELIVERY (ITSACHECKMATE)	x	\$	85	\$	99.00	
CLOVER/GOOGLE ONLINE		•		•		
ORDERING	X		INCL		INCL	
CLOVER GIFT CARDS	х		INCL		INCL	
LOYALTY			INCL		INCL	
PROMOS			INCL		INCL	
EMPLOYEE MANAGEMENT			INCL		INCL	
TOTALS						

HARDWARE

TYPE OF DEVICE	QUANTITY	RENT	BUY	TOTAL	NOTES
STATION SOLO *		\$ 80.00	\$ 1,939.00	\$	
STATION DUO *		\$ 100.00	\$ 2,326.00	\$	
CASH DRAWER		\$ 5.00	\$ 110.00	\$	
KITCHEN PRINTER		\$ 25.00	\$ 490.00	\$	
CLOVER MINI *		\$ 50.00	\$ 1,025.00	\$	
CLOVER FLEX *		\$ 40.00	\$ 795.00	\$	
CLOVER GO NFC		\$ 6.00	\$ 107.00	\$ ·	
TOTALS		\$	\$	\$	

BOARDING PAPERWORK NEEDED:							
1. MPA	5. VOID CHECK/BANK LETTER						
2. CONFIRMATION PAGE	6. OWNER'S DL AND SSN						
3. ACH FORM	7.SIGNED PROPOSAL						
4. CLOVER ADDENDUM (if applicable)	8. MENU						

- Website \$100/month (optional)
- Statement Fee \$10/month
- •TIN Fee \$3.95/month
- •PCI Reporting \$4.95/month
- •PCI Non-Compliance \$19.95/month
- •Chargeback Fee \$15/item
- Annual Fee \$99

PLEASE NOTE THE BELOW:

- 1. WE WILL ACH YOUR ACCOUNT WHEN EQUIPMENT ORDER IS PLACED AND ACCOUNT IS OPENED.
- 2. RENT OPTION DOES NOT INCLUDE INSURANCE AND ANY REPLACEMENT EQUIPMENT SHOULD BE PAID AT MARKET PRICE.
- 3. AFTER 36 MONTHS FROM DATE OF PURCHASE YOU MAY REPLACE EQUIPMENT WITH NEW.

^{*} Includes 3-year warranty (up to 3 machines)

MERCHANT PROCESSING APPLICATION AND AGREEMENT

I PAPPAS

Sales Office J. Pappas Payments	Sales ID#										
Merchant Number	Sales F	Rep. Signature			Phone # 973-429-0725						
JPP2607		1.	BUSI	INESS I	NFORMATI	ON		Page I of 7	JPP2607		
Client's Business Name (Doing Business A	ls):				Client's Corporate	e/Legal Na	me (Use Also F	or Headquarter's In	formation):		
Business Address:					Billing Address (I	f Different	Than Location	Address):			
City:		State:	Zip:		City:			State:	Zip:		
Location Phone #:	Location	ı Fax #:			Contact Name:						
Business E-mail Address;					Contact Fax # / E-	-mail Addr	ess:				
Business Website Address:					Contact Phone #:						
Date Business Started:					Send Retrieval Re Send Merchant M				☐ Corp/Legal Location☐ Corp/Legal Location		
Customer Service Phone #:	Custome	er Service E-m	ail Addr	ess:	Statement Deliver	ry Method:	➤ Print and N	lail □ Online via	a AccessOne		
☐ INDIVIDUAL/SOLE PROPRIETORSHIP: Stat	e in which	Certificate of		TAX EXEM	PT ORGANIZATION	(501C) Sta	te:	☐ GOVERNMENT ((Federal, State, Local)		
Assumed Name Filed:		State:		INTERNATI	ONAL ORGANIZATI	ON			ITV		
CORPORATION – CHAPTER S, C State:				Location Fi	led:			COMPANY	State Filed:		
☐ MEDICAL OR LEGAL CORPORATION State:				ASSOCIATI	ON/ESTATE/TRUST	State File	d:	□ PARTNERSHIP	State Filed:		
Name (as it appears on your income tax return; if Sole Proprietor, must include middle initial)					EDERAL TAX ID			at I am a foreign e please attach IRS For	ntity/nonresident alien. m W-8.)		
NOTE: Failure to provide accurate information	n may resu	ılt in a withhold	ing of me	rchant fundin	g per IRS regulation	ıs. (See Par	t IV, Section A.4	of your Program Guid	de for further information.		
*SIC/MCC:	Final Autl	n. Indicator:	□ 0 (Pre	Auth.)	1 (Final Auth.)	IATA/AR	C:		(MCC 4722 Only)		
Registration for MCC 7841 is only required for non- 2Information herein, including applicable MCCs, is s Detailed Explanation of Type of Merchand	ubject to ch	ange.	es Sold:								
2. ADDITIO	NAL	CREDIT	/ SITE	SURVI	EY INFORM	ATION	I - ALL M	ERCHANTS			
1. Zone: ☐ Business District ☐ Ir	ndustrial	☐ Residenti	al		have a refund poli r Network-PayPal			io Saloe?			
2. Location: Mall Office I	lome	☐ Shopping	Area		☐ No If yes, che		Express Opton	ie Sales :			
☐ Apartment ☐ Is	olated	☐ Door-to-D		☐ Excha	ange 🔲		d/Visa/Discover Express OptBlu				
☐ Flea Market ☐ O	ther							Express OptBlue	Credit, within how		
3. How many employees:					ays do you submit						
					□ 4-7 □ 8-14						
4. How many registers/Terminals:				14. Advertis ☐ Catal	sing Method <i>(Attac</i> og		one): □ Direct Mail	□ TV/Ra	adio		
5. Is proper license visible? ☐ Yes ☐ No, explain:				☐ Interr Marketin \$1 Millio	et □ Phor g Materials required n in annual volume.	for Mail O	☐ Newspaper/Jorder, B to B, Inte	rnet over	r		
_		:4-0		15. Previou	s Processor:						
6. Where is the merchant name displaye ☐ Window ☐ Door ☐ Store		ite?				_		Terminated Oth			
7. Merchant Occupies: Ground Floor	☐ Other	:		applicat	ion: 🗆 Yes 🗆 N	0		to customers throu	ıgh a mobile		
8. # of Floors/Levels: \Box 1 \Box 2-4	□ 5-10	□ 11+		If so, lis	t name of mobile a	application	ı:				
9. Remaining Floor(s) Occupied by:				Mail /	Telephone Ord	_	siness to Bu stions must be A		et Information		
☐ Residential ☐ Commercial ☐ (Combinat	ion None	•		nat is the time frame from transaction to delivery? (% of orders delivered in):						
10. Approximate Square Footage:					l-7 days % + 8-14 days % + 15-30 days % + 31-90 days 9 l1-180 days % + over 180 days % = 100 %						
□ 0-250 □ 251-500 □ 5	501-2,000	□ 2,001	plus		-	-		Express OptBlue s	ales are deposited		
11. Are customers required to leave a dep	osit?			(check or	ne):				-		
□ No □ Yes If Yes, % of deposit re	quired: _	%			of order □ Date of or of your cardhold	-					
12. Return Policy: ☐ Full Refund ☐ Ex	change C	nly 🗆 None	3. Does any of your cardholder billing involve automatic renewals or □ None recurring transactions (i.e., cardholder authorizes initial sale only)? □ Yes □ No						∃ Yes □ No		

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	n individual with significant respo					er, Chief Operati	ng Officer, Managing	
	, President, Vice President, or Tr	easurer). Applies to priva	ate corporations, limited liability	y corporations, or par	tnerships.			
Controlling Individual								
Name:			Title:					
7.1		n:						
			Home Phone:					
City:		State:			Country:			
Beneficial Owners: Each 25 percent or more of the	individual, if any, who owns, dir	ectly or indirectly, 25 per	cent or more of the equity inte	erests of the legal enti	ty custome	r (e.g., each natu	iral person that owns	
Owner 1	shares of a corporation).							
			Title					
	Date of Birtl							
Home Address:			Home Phone:					
					Country:			
Owner 2								
			T141					
Name:	Data of Birds		Title:					
· ·	Date of Birtl		•					
		Chaha						
		State:	Zip:		Country: _			
Owner 3								
Name:			Title:					
	Date of Birtl	າ:						
Home Address:			Home Phone:					
City:		State:	Zip:		Country: _			
Owner 4								
Name:			Title:					
Ownership %:	Date of Birtl	າ:	Social Security #:					
Home Address:			Home Phone:					
City:		State:	Zip:		Country: _			
		4. SETTLEM	IENT INFORMAT	ION				
Deposit Bank:								
Dopoli Dame								
Transit / ABA #:			Deposit Account #:	;)				
ACH Detail Flag: □ Inc	ACH Detail Flag: □ Individual □ Combined 🗶 Separate (defaults to Combined if option not selected)							
Aon Betain Flag.	invidual Combined X Co		CTION INFORMA					
		FINANCIAL DATA				WHER	E IS SALE	
Gross YEARLY Sales Vo	olume	Avg. Mast	ercard/Visa/Discover Netwo	rk-			SACTED?	
(Cash + Credit + Debit +	Check) \$	PayPal Tic	cket (Estimate If Never Processe	ed in Past) \$		(Mus	st = 100%)	
V=451.V.44 .	100 1/1		rican Express			Store Front/Sw	riped%	
Average YEARLY Maste		OptBlue T	icket (Estimate If Never Proces	sed in Past) \$		Internet	%	
Average YEARLY Discor	ver Network-	Hinton A Ti	alast Assassat	Φ.				
Average YEARLY Ameri	can Eynress	Hignest II	cket Amount	\$		Mail Order	%	
OptBlue Volume	\$					Telephone Ord	er%	
Seasonal? ☐ No ☐ Yes	High Volume Months Open:					Total	100%	
	6. GI	RID INFORMAT	TION - INTERNA	L USE ONLY				
AUTHORIZATION GRID	ID#:	USER DEFINED GRID	ID#:	MFC GRID	ID: 12	2508501 8-	pos. Alpha/Numeric	
Mastercard TIERED	Visa TIERED	COLIT DEL INCED GITID	DISCOVER NETWORK-PayPal	iii o di ii		CAN EXPRESS	poor Alphantamorio	
	os. Alpha/Numeric GRID ID	8-pos. Alpha/Numeric	TIERED GRID ID	8-pos. Alpha/Numeric	OptBlu	e TIERED	8-pos. Alpha/Numeric	
Mastercard CREDIT	Visa CREDIT		DISCOVER NETWORK-PayPal		GRID II)		
	os. Alpha/Numeric MPG ID	8-pos. Alpha/Numeric	CREDIT MPG ID	8-pos. Alpha/Numeric	AMEDI	CAN EVEDESS		
Mastercard DEBIT	Visa DEBIT		DISCOVER NETWORK		OptBlu	CAN EXPRESS e CREDIT	8-pos. Alpha/Numeric	
MPG ID 8-pc	os. Alpha/Numeric MPG ID	8-pos. Alpha/Numeric	DEBIT MPG ID	8-pos. Alpha/Numeric	MPG ID	<i>'</i>		
			ICE FEE SCHEDUL					
Accept all I	Mastercard, Visa, Discover	Network and America	n Express OptBlue Transa	actions (presumed, u	nless any sel	ections below are	checked)	
<u>Mastercard</u>	<u>Visa</u>		Discover Network		Americ	an Express Op	otBlue	
☐ Mastercard Credi	t Transactions 🗆 Visa C	redit Transactions	☐ Discover Network Cred	dit Transactions	□ Ame	rican Express C	redit Transactions	
☐ Mastercard Non-I	PIN Debit Trans. Visa N	on-PIN Debit Trans.	☐ Discover Network Non-	-PIN Debit Trans.				
			Discover Network - Pa	ıyPal				
			☐ Discover Network-Pay		ons			
☐ Discount Collec	ted ☐ Daily 🗶 Monthly			c.cur munouoti				

DBA Name:	Name:																	
JPP2607						7. SE	RVICE	FEI	E SCHE	DULE	(cont'd)				JPP2607		
						Dieser	unt Face /	Dan	Tiered	- Calac	Walnum							
	Discount	MPG TX	(N Fee			Discount	MPG TXN Fee		ed on Gros	s Sales	Discount	MPG TX	N Fee			Discount	MPG	TXN Fee
Mastercard Qual Credit	%			Visa Qual Credit		%	\$	Dis	cover Networl		%	\$			n Express Qual Credit		6 \$	
Mastercard		<u> </u>		Visa				Dis	cover Networl	k-		<u> </u>		America	n Express		+	-
Mid-Qual Credit Mastercard	%	\$		Mid-Qual Cred Visa	\neg	%	\$	Dis	yPal Mid-Qual scover Networl	k-	%	\$		America	Mid-Qual Credit n Express		6 \$	-
Non-Qual Credit Mastercard	%	\$		Non-Qual Cred	dit	%	\$	Pay	yPal Non-Qual	Credit	%	\$	- 1	OptBlue	Non-Qual Credit	9	6 \$	
Worldcard Qual Mastercard	%	\$		Visa Rewards	1	%	\$	-										
Worldcard Mid- Qual	%	\$		Visa Rewards	2	%	\$											
Mastercard Worldcard Non- Qual	%	\$																
Mastercard Qual Debit	%	\$		Visa Qual Debit		%	\$		cover Networl	k	%	\$						
Mastercard Mid-Qual Debit	%	s		Visa Mid-Qual Debi	it	%	\$		cover Networl	k	%	\$						
Mastercard Non-Qual Debit	%	<u> </u>		Visa Non-Qual Deb	\dashv	%	\$	Dis	cover Networl	k	%	s						
Mastercard Regulated Debit	,,,	ļ .		Visa Regulate	\dashv	,,	<u> </u>		scover Network	k	,,,							
Discount	%	\$		Debit Discoun	t	%	\$		gulated Debit		%	\$				_		
	Discount	Non-Qu	ual Fees			Discount	Non-Qual F	ees			Discount	Non-Q	ual Fees			Discount	Non-Q	ual Fees
Mastercard Qual Credit	%	,	%	Visa Qual Credit		9	6		Discover Netv PayPal Qual C		%	,	%		can Express	%		%
Mastercard Qual Debit	%		%		hit		6		Discover Netv Qual Debit		%	+-	%	- Cp.				
							Pass '	Thro	ough Interc		7	,	/0					
X Net Only	y - Includes Discount		and As	sessments		Gross Only count (Based	- Includes E	oues	and Assessm	nents	Discount	(Based				Г	iscoun	t (Based
Mastercard Qual	on Gross Sa					iross Sales Vol.)					on Gross Sa						Gross S	
Credit		%	Visa (Qual Credit		%	Discover I	Netwo	ork-PayPal Qu	ual Credit	t	%	Ameri	can Expi	ress OptBlue Qua	Credit		<u>%</u>
Mastercard Qual Debit		%	Visa (Qual Debit		%	Discover I	Netwo	ork Qual Debit			%			ess OptBlue has P d are subject to ch		ng and	not
									lat Rate									
M t 0	lifi - d O d						Discount	ree	0/		MPC	Rate		0/		G Per Iten	1	-
Mastercard Qua					\dashv				%					%	\$			-
Visa Qualified C					-				%					%	\$			-
Visa Qualified D					\dashv				%					%	\$			-
Discover Netwo		l Qualif	fied Cı	redit					%						% \$			-
Discover Netwo	rk - PayPal	l Qualif	fied De	ebit	\dashv				%				%	\$			$\neg \neg$	
American Expre	ss OptBlue	e Quali	fied C	redit					%					%	\$			
							(Othe	er Item Rat									
Mastercard Cred	dit \$			Visa Cre	dit	\$			Discove PayPal	er Netwo Credit	ork- \$				ierican Express tBlue Credit	\$		
Mastercard Debi	it \$			Visa Deb	it	s			Discove	er Netwo	ork \$							
master ear a Boo				7100 500			(Othe	er Volume 🤉									
Mastercard Cred	dit			% Visa Cre	dit				% PayPal				(erican Express tBlue Credit			%
Mastercard Deb	it			% Visa Deb	it				% Debit	er Netwo	ork			%				
								PI	IN Debit									
X Pass Through	Debit Net	work F	ees			Other Iten	n Rate	\$	(per	r item)			Oth	er Volui	me Percent		% (per	· item)
WEX: Other Ite	m Rate	s		(per item)			Vova	ager	: Qual		%		Oth	er Item	Rate \$	(r	er item	,)
-3-23 -33101 110		Ψ_		(150: 160:11)			2076		eleCheck				3.11		Ψ_	(F		
☐ In-Person Wa	rranty [Mail (Order	Warranty	□ Si	ngle Hold	Check War	ranty	y 🗆 Multip	ole Hold	Check Wa	rranty	□ Ir	n-Persoi	n Paper Warran	ty 🗆 C.O	.D. Wa	rranty
SE #				Inquiry Rat	e _	%	Per TXI	V Fee	e \$	_ Stn	nt/Process	ing Fe	e \$	5.00	Dec. Risk S	urcharge		<u>.10</u> %
Monthly Minimum Fee \$ (Per Location) Customer Requested Operator Call (CROC) \$ Unauthorized Return Fee \$																		
X Dues and Ass	sessments			V/Maste	rcar	d			laneous Fe	ercard Retrieval Return Tu			turn Trans.					
Sales Transaction	on			Chargel	oack	Fee (Per	Item) \$			B Letter) (Per Ite	em) \$_	5.0	Otl	e her:	Per Item)	\$	
Fee EBT –	(Per Ite	em) \$		Batch F	ee	(Per	Item) \$.2	20 eIDS A	ccess Fe	ee (Flat Ra	ite) \$_	5.0	0				
Food Stamps	(Per Ite	em) \$		#:					_ Cash B	enefits	(Per Ite	em) \$_		_ _			\$	
Minimum Month	ly Fee	\$		Monthly (Acct or		tement Fee e)	\$	10.0	00 ACH R	eject Fee	e (Per Ite	em) \$_	10.0	00 Pa	ss Visa ans Integrity Fee		Yes	□ No

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DBA Hame.											. age . o
JPP2607			7. SE			CHEDULE (cont'd	1)		JPP2	607
				Misce	llaneous	Fees (cont'd)					
Mastercard License Fee (Per Sales Item)	\$025		•	Volume) _	.0259 🤊	6	(Flat Ra	nte) \$	☐ Monthly X Annually in □	ecember	
Visa Proc Fee (Per Ite	m) \$025	Masterca Proc Fee		er Item) \$.025	Visa BIN Fee	(Per Ite	em) \$025	Mastercard ICA Fee	(Per Item) \$_	.025
Pass Visa Fixed Acquirer Network Fee (FANF)	X Yes □ No		F Card Pres	ent Upchai	rge (Flat		Visa F	ANF Card Not P	resent Upcharge	(Flat Rate) \$_	.50
Pass Visa Acquirer Processing Fee	X Yes □ No		f Auth Fee	×Υ	es 🗆 No	Pass Visa Zero Floor Limit F	ee	X Yes □ No	Pass Visa Int'l Acquirer Fe	e 🗶	Yes □ No
Pass Mastercard Acquirer Support Fee	X Yes □ No	Pass Mas Cross Bo		×Υ	es 🗆 No	Pass Discover Data Usage Charg	je	X Yes □ No	Pass Visa Acq ISA Fee	Χ,	Yes □ No
Pass Discover Int'l Processing Fee	X Yes □ No	Pass Disc		M v	es 🗆 No	Pass Discover Network Auth Fee	<u> </u>	X Yes □ No	Pass Mastercare Brand Usage (N		
	ation & Capt				es 🗆 NO	Network Auth Fee		• •	Gateway Ser		res 🗆 NO
Mastercard/Visa Auth & Ca	•		(pe			☐ Payeezy Gatewa					
Discover Network PayPal A	•		(pe			Payeezy Gatewa					
American Express OptBlue			.,	,			-	Time Setup Fee	· ·	•	time)
American Express Pass Th	•					Payeezy Gatewa	-	-	*	•	nthly)
Voice Authorization		\$	1.50 (p	er item)		Payeezy Gatewa Payeezy Gatewa	-		\$		item)
Electronic AVS Fee		\$.20 (p	er item)		Payeezy Gatewa	-		3		item) item)
Voice AVS Fee		\$	1.50 (p	er item)		Payeezy PayPal			S		item)
ARU Fee		\$.50 (p	er item)		Payeezy PayPal			\$		item)
			First Da	ta Payee	zy Gate	way Services To	eleche	ck			
Payeezy Gateway TeleCheck Auth Fee \$	(per item)			ayeezy Gate		\$ (per ite	em)		zy Gateway heck Adjustment F	ee \$	(per item)
		User Defi	ined Grid I		-		,		FN & Regulato		_ ,,
Wireless Monthly Service F	ee	\$	Supplie	es:		\$		Reg. Product	Fee	(Monthly) \$_	3.95
AccessOne Fee		\$5.00	Other:			\$		TIN/TFN Inval			9.95
Customer Service Fee		\$	_ Other:			\$				(Monthly) \$_	3.33
Debit Access Fee		\$				\$s ontrol Grid Fees		Website Usag	je	(Per Item) \$_	
Annual Fee	ф Q	9.00				s		Other:		9	
Month	July					ually Month			onthly 🗆 Annual		
Commercial Card Interchar	nge Service Fee			75 %	(See Pro	gram Guide for detail	s regard	ling Commercial C	Card Interchange S	ervice.)	
Pass Visa BIN/ICA Fee	· g					,					
(Note: this fee can be used for	or Shared System	s Only)	×γ	/es □ No	Visa BI	N/ICA Fee Upcharge	е			(Per Item) \$.05
Pass Visa Staged Digital W				/es □ No	Visa St	aged Digital Wallet	Fee Upo	charge		(Per Item) \$.05
Pass Visa B2B Virtual Serv				/es □ No							
Pass Visa File Transmissio				/es □ No		e Transmission Tra		. 3		(Per Item) \$.05
Pass Visa Acquirer Credit Y Pass Visa Acquirer Data Pr			ee 🗶 Y	/es □ No		quirer Credit Voucl		<u>_</u>	Upcharge	(Per Item) \$.05
Return Fee Credit:			×Υ	/es □ No	Return	Fee Credit Upcharg	е			(Per Item) \$.05
Pass Visa Acquirer Data Pi Return Fee Debit:	rocessing Intern	ational	×Y	/es □ No		quirer Data Proces Fee Debit Upcharge		ernational		(Per Item) \$.05
Pass Visa AFD Non Partici	pation Fee		×γ	/es □ No	Visa AF	D Non Participation	r Fee Up	ocharge		(Per Item) \$.05
Pass Visa International Acc	quirer Processir	ng Fee Cred	dit 🗶 Y	/es □ No	Pass Vi	isa International Ac	quirer P	rocessing Fee D	ebit	X Ye	s 🗆 No
Pass Visa Account Verifica Credit and Debit Fee	tion Internation	al,	×γ	∕es □ No							
Pass Account Name Inquir	y Fee		XY	/es □ No	Visa Ac	count Name Inquir	y Fee U	pcharge		(Per Item) \$	
Pass Visa APF Domestic D	ebit Auth Rever	sal Fee	×γ	/es □ No	Pass Vi	isa APF Domestic C	redit A	uth Reversal Fee		X Ye	s 🗆 No
Pass Visa APF Internationa	al Debit Auth Re	versal Fee	×γ	/es □ No	Pass Vi	isa APF Internation	al Credi	t Auth Reversal I	Fee	X Ye	s 🗆 No
Pass Visa Data Consistence	y Domestic Fee		×γ	/es □ No	Pass Vi	isa Excessive Auth	Attemp	ts Domestic & C	ross Border Fee	X Ye	s 🗆 No
Pass Visa Fallback US Fee			XY	/es □ No	Visa Fa	llback US Fee Upch	narge			(Per Item) \$.05
Pass Visa Network Acquire Reversal Fees	er Processing (N	IAPF)	×Υ	/es □ No							
Pass Visa Consumer BillPa	ay Participation	Fee (Per Item) \$_	.20	Visa Co	onsumer BillPay Pa	rticipation	on Fee Upcharge	•	(Per Item) \$.05
Pass Visa Never Approve F	Reattempt Fees	US	XY	/es □ No							
Pass Visa Address Verifica	tion Fee US		X Yes □ No			Visa Address Verification Service Fee US Upcharge					.003
Pass Visa Integrity Detail F	Report Fee		×Υ	/es □ No	Visa Integrity Detail Report Fee Upcharge					(Per Item) \$.028
Pass Visa Recurring Auth	Decline Fee US		×Y	/es □ No	Visa Re	curring Auth Declin	ne Fee l	JS Upcharge		(Per Item) \$.50
Pass Visa Base 2 Returned	I Item Fee		×Υ	∕es □ No	Visa Ba	Visa Base 2 Returned Item Fee Upcharge				(Per Item) \$	2.50

DBA Name:		Merchant #:		Page 5 of
		EE SCHEDULE (cont'd)	JPP26	607
Me Pass Visa Manual Cash Switch Fee	Yes □ No	control Grid Fees (cont'd) Visa Manual Cash Switch Fee Upcharge	(Per Item) \$.05
Pass Visa Magnetic Stripe Contactless Fee	X Yes □ No	Visa Magnetic Stripe Contactless Fee Upcharge	(Per Item) \$.05
Pass Visa CVV2 Fee	X Yes □ No	Visa CVV2 Fee Upcharge	(Per Item) \$.05
Pass Visa Estimated Auth Fee	X Yes □ No	Visa Estimated Auth Fee Upcharge	(Sales Volume)	%
Pass Visa Incremental Auth Fee	X Yes □ No	Visa Incremental Auth Fee Upcharge	(Sales Volume)	%
Pass Discover Card Account Verification Fee	X Yes □ No	Discover Card Account Verification Fee Upcharge	(Per Item) \$.05
Pass Discover Network Auth Fee	X Yes □ No	Discover Network Auth Fee Upcharge	(Per Item) \$.05
Pass Discover Program Integrity Fee	X Yes □ No	Discover Program Integrity Fee Upcharge	(Per Item) \$.05
Pass Discover Account Verification Service Fee	X Yes □ No	Discover Account Verification Service Fee Upcharge	(Per Item) \$.05
Pass Discover Address Verification Service Fee	X Yes □ No	Discover Address Verification Service Fee Upcharge	(Per Item) \$.05
Pass Discover Digital Investment Fee	X Yes □ No	Discover Digital Investment Fee Upcharge	(Sales Volume)	%
Pass Discover Ticket Retrieval Fee	X Yes □ No	Discover Ticket Retrieval Fee Upcharge	(Per Item) \$.05
Pass Discover Dispute Fee (Per Iter	m) \$15.00	Discover Retrieval Fee	(Per Item) \$.05
Pass PayPal Participation Authorization Fee	X Yes □ No	PayPal Participation Authorization Fee Upcharge	(Sales Volume)	%
Pass American Express OptBlue Access Fee	X Yes □ No			
Pass American Express OptBlue Network Fee	X Yes □ No	American Express OptBlue Network Fee Upcharge	(Sales Volume)	%
Pass American Express OptBlue Acquirer Transaction Fee	X Yes □ No	American Express OptBlue Acquirer Transaction Fee Upc	harge (Per Item) \$.05
Pass American Express OptBlue Dispute Fee	X Yes □ No	American Express OptBlue Dispute Fee Total	(Per Item) \$.05
Pass American Express OptBlue Retrieval Fee	X Yes □ No	American Express OptBlue Retrieval Fee Total	(Per Item) \$.05
Pass American Express OptBlue Program Continuation Fee	X Yes □ No			
Pass Mastercard Processing Integrity Fee Pre Auth	X Yes □ No	Mastercard Processing Integrity Fee Pre Auth Upcharge	(Per Item) \$.05
Pass Mastercard Processing Integrity Fee Undefined Auth	X Yes □ No	Mastercard Processing Integrity Fee Undefined Auth Upcl	narge (Per Item) \$.05
Pass Mastercard Processing Integrity Fee Final Auth %	X Yes □ No	Pass Mastercard Processing Integrity Fee Final Auth Mini	mum Per Item 💢 Ye	s 🗆 No
Pass Mastercard Processing Integrity Message Format Error Fee	X Yes □ No	Mastercard Processing Integrity Message Format Error Fee Upcharge	(Per Item) \$.05
Pass Mastercard Processing Integrity Image Fee	X Yes □ No	Mastercard Processing Integrity Image Fee Upcharge	(Per Item) \$.05
Pass Mastercard BIN/ICA Fee				.05
(Note: this fee can be used for Shared Systems Only)	X Yes □ No	Mastercard BIN/ICA Fee Upcharge	(Per Item) \$.05
Pass Mastercard Kilobyte Clearing US Fee Pass Mastercard Installment Purchase A, B and Refund A Fees	X Yes □ No	Mastercard Kilobyte Clearing US Fee Upcharge	(Per Item) \$	
Pass Mastercard Decline Service Fee US	X Yes □ No	Mastercard Decline Service Fee US Upcharge	(Per Item) \$.50
Pass Mastercard Kilobyte Auth US Fee	X Yes □ No	Mastercard Kilobyte Auth US Fee Upcharge	(Per Item) \$.05
Pass Mastercard ICA AVS Fee	X Yes □ No	Mastercard ICA AVS Fee Upcharge	(Per Item) \$.05
Pass Mastercard Digital Enablement Fee	X Yes □ No	Mastercard Digital Enablement Fee Upcharge	(Sales Volume)	%
Pass Mastercard Business to Business US Fee	X Yes □ No	Mastercard Business to Business US Fee Upcharge	(Sales Volume)	%
Pass Mastercard SecureCode Transaction Fee	X Yes □ No	Mastercard SecureCode Transaction Fee Upcharge	(Flat Rate) \$.05
Pass Mastercard Location Fee	X Yes □ No	Mastercard Location Fee Upcharge	(Flat Rate) \$.05
Pass Mastercard ACQ Interchange Downgrade Fee	X Yes □ No	Mastercard ACQ Interchange Downgrade Fee Upcharge	(Per Item) \$.05
Pass Mastercard Excessive Auth Attempts US Fee	X Yes □ No	Mastercard Excessive Auth Attempts US Fee Upcharge	(Per Item) \$.05
Pass Mastercard ACQ Freight Program Fee	X Yes □ No	Mastercard ACQ Freight Program Fee Upcharge	(Sales Volume)	%
Pass Mastercard Credential Continuity Fee	X Yes □ No	Mastercard Credential Continuity Fee Upcharge	(Per Item) \$.02
Pass Mastercard Nominal Auth Amount US Fee	X Yes □ No	Mastercard Nominal Auth Amount US Fee Upcharge	(Per Item) \$.05
Pass Mastercard Merchant Advice Code US Fee	X Yes □ No	Mastercard Merchant Advice Code US Fee Upcharge	(Per Item) \$.05
Pass Retrieval Received Fax/Mail Fee	X Yes □ No	Retrieval Received Fax/Mail Fee Upcharge	(Per Item) \$.05
Pass Chargeback Received Fax/Mail Fee	X Yes □ No	Chargeback Received Fax/Mail Fee Upcharge	(Per Item) \$.05
Pass Retrieval Outgoing Fax/Mail Fee	X Yes □ No	Retrieval Outgoing Fax/Mail Fee Upcharge	(Per Item) \$.05
Pass Chargeback Outgoing Fax/Mail Fee	X Yes □ No	Chargeback Outgoing Fax/Mail Fee Upcharge	(Per Item) \$.05
Pass Visa Accept/No Accept Fee	X Yes □ No	Visa Accept/No Accept Fee Upcharge	(Per Item) \$.05
Pass Retrieval Received Fax/Mail Fee Pass Chargeback Received Fax/Mail Fee Pass Retrieval Outgoing Fax/Mail Fee Pass Chargeback Outgoing Fax/Mail Fee	X Yes □ No X Yes □ No X Yes □ No X Yes □ No	Retrieval Received Fax/Mail Fee Upcharge Chargeback Received Fax/Mail Fee Upcharge Retrieval Outgoing Fax/Mail Fee Upcharge Chargeback Outgoing Fax/Mail Fee Upcharge	(Per Item) \$(Per Item) \$(Per Item) \$(Per Item) \$.05 .05 .05

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JPP2607		EE SCHEDULE (cont'd)	JPP2607
Pass Visa Accept 0-20 US Fees	Werchant Fee C	control Grid Fees (cont'd) Visa Accept 0-20 US Fees Upcharge	(Per Item) \$.05
Pass Visa Dispute Accept 21-25 Fee	X Yes □ No	Pass Visa Merchant Response 0-20 Fee	X Yes □ No
Pass Visa Dispute Accept 26-30 Fee	X Yes □ No	Pass Visa Merchant Response 21-25 Fee	X Yes □ No
Pass Visa Dispute No Acceptance Fee	X Yes □ No	Pass Visa Merchant Response 26-30 Fee	X Yes □ No
Pass Visa Retrieval Fulfillment Fee	X Yes □ No	Pass Visa Case Filing Fee	X Yes □ No
Pass Visa Retrieval Non-Fulfillment Fee	X Yes □ No	Pass Visa Lost Case Filing Fee	X Yes □ No
Pass Visa Auto Acceptance Fee	(Per Item) \$.05	Tabo vida 2001 Gabo i ililig i oo	A 100 E 110
Pass Visa Prearbitration with Qualified Ren		Visa Prearbitration with Qualified Remedy Fee Upcha	ge (Per Item) \$05
Pass Mastercard Accept/No Accept Fee	X Yes □ No	Mastercard Accept/No Accept Fee Upcharge	(Per Item) \$05
Pass Mastercard Prearbitration Fee	X Yes □ No	mastereard Acceptive Accept rec openinge	(i ei itelli) ψ
Pass Mastercard Case Filing Fee	X Yes □ No	Pass Mastercard Case Withdrawal Fee	X Yes □ No
		rass mastercard case withdrawar ree	∠ res □ No
Pass Mastercard Lost Case Filing Fee	X Yes □ No	Discours Assessable Assessables Health and	(Per Item) \$.05
Pass Discover Accept/No Accept Fee	X Yes □ No	Discover Accept/No Accept Fee Upcharge	(Per Item) \$U5
Pass Discover Lost Case Filing Fee	X Yes □ No		
Pass American Express Accept/No Accept		American Express Accept/No Accept Fee Upcharge	(Per Item) \$.05
Pass Dispute Case Mastercard DMS Fee	X Yes □ No	Dispute Case Mastercard DMS Fee Upcharge	(Per Item) \$05
Pass Dispute Image Mastercard DMS Fee	X Yes □ No	Pass Mastercard Presentment Excessive Pages Fee	X Yes □ No
Pass Dispute Image Visa DMS Fee	X Yes □ No	Dispute Image Visa DMS Fee Upcharge	(Per Item) \$05
Pass Visa Pre-Compliance Image Fee	X Yes □ No	Pass Visa Incoming Pre-Dispute DMS Fee	X Yes □ No
Pass Visa Late Response to Dispute Fee	X Yes □ No	Visa Late Response to Dispute Fee Upcharge	(Per Item) \$05
Pass Mastercard Late Response to Dispute	Fee XYes 🗆 No	Mastercard Late Response to Dispute Fee Upcharge	(Per Item) \$05
Pass Discover Late Response to Dispute F	ee XYes □ No	Discover Late Response to Dispute Fee Upcharge	(Per Item) \$05
Pass American Express Late Response to	Dispute Fee X Yes □ No	American Express Late Response to Dispute Fee Upc	harge (Per Item) \$05
Pass STAR Debit Network Annual Fee	X Yes □ No	STAR Debit Network Annual Fee Upcharge	(Flat Rate) \$05
Pass Pulse Debit Network Annual Fee	X Yes □ No	Pulse Debit Network Annual Fee Upcharge	(Flat Rate) \$05
Pass NYCE Debit Network Annual Fee	X Yes □ No	NYCE Debit Network Annual Fee Upcharge	(Flat Rate) \$05
Pass Accel Debit Network Annual Fee	X Yes □ No	Accel Debit Network Annual Fee Upcharge	(Flat Rate) \$ 05
Pass Culiance Network Annual Fee	X Yes □ No	Culiance Network Annual Fee Upcharge	(Flat Rate) \$05
Pass Interlink System Integrity Fee	X Yes □ No	Interlink System Integrity Fee Upcharge	(Per Item) \$05
Pass Interlink EMV Fallback Fee	XYes □ No	Interlink EMV Fallback Fee Upcharge	(Per Item) \$05
Pass STAR Token Fee	X Yes □ No	STAR Token Fee Upcharge	(Per Item) \$01
Pass NACHA Unauthorized Entry Fee	(Per Item) \$ 4.50	NACHA Unauthorized Entry Fee Upcharge	(Per Item) \$05
Pass Ingenico Monthly Mgt Fee	(Flat Rate) \$		
Other Fees	(Other) \$	Other Fees	(Other) \$
Olever On continue Plans	40.05	& Compliance Fees	Flat Rate per month) \$ 5.00
Clover Security Plus PCI Rapid Comply	(Flat Rate per month) \$ 19.95	PCI Rapid Comply (Flat Rate per month) \$ 5.00
(Compliance) & Liability Waiver	(Flat Rate per month) \$ 19.95	Merchant Opted Out	□ Yes
Data Protection Only	(Flat Rate per month) \$ 19.95		Flat Rate per month) \$ 29.95
Pass PCI Non Compliance Fee (Monthly)	(Flat Rate) \$ <u>19.95</u>	TransArmor Terminal Blover Fees	(Flat Rate) \$ 5.00
Main Street Insights Fee (per MID)	(Flat Rate) \$ 20.99	Clover Go Monthly Fee (per MID)	(Flat Rate) \$ 6.00
Platform Access Monthly Fee	(Flat Rate) \$ 20.00	Clover Non-Swiped Authorization Fee	(Per Item) \$05
Wireless Monthly Service Fee	(Flat Rate) \$ 20.00	Wireless Activation Fee	(Flat Rate) \$ 20.00
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CONTINUED ON NEXT PAGE

DBA Name;			Merchant #:				Page 7 o
JPP2607	8. EQUIPMENT	T/THIRD PARTY II	NFORMAT	ION			JPP2607
Network (Front End): ☐ Omaha ☐ North Do you use any third party to store, proces If yes, identify the Third Party Processor us	ss or transmit cardholder dat	ta? ☐ Yes ☐ No	-				
INTERNET GATEWAY: First Data Glol							
Wireless Network:							
PC/Internet Software				☐ Rent	☐ Purchase¹	☐ Lease ²	
Terminal Model				□ Rent	□ Purchase¹	☐ Lease ²	
Printer Model				□ Rent	☐ Purchase¹	☐ Lease ²	
PIN Pad		Quantity		☐ Rent	☐ Purchase¹	☐ Lease²	
Clover Equipment Purchase Only: This is for infor your equipment or hardware. You are not purchase equipment. Your purchase of equipment is subject 2 See Equipment Lease Agreement for the Terms	sing equipment from Processor a to to separate terms and condition and Conditions governing your le	nd you acknowledge and agree that is between you and the equipment eased equipment.	at Processor will h	ave no obligat	ion or liability relati	ng to such pu	rchase of
Early Termination Fee \$T the Initial Term). If you terminate this a you will be charged this Early Termination an additional period of one year each	Agreement before the end ion Fee. After the Initial Te	of the then current term or erm, subject to Part IV, Sec	otherwise stop	processin	g your transact hall automatica	ions with u ally extend	ıs, als
,	•	9. SIGNATURE(S)					
number(s) Client has provided in this Merc the number provided is a cellular or wirele purposes. Client hereby consents to receiv time. Client further agrees that Client will n based upon contrary information stated in indicated in that section. This signature pactically a constant of the section of the s	not accept more than 20% of Section 5, Transaction Informage also serves as a signaturabeing "You" and "Your" for the set of the set	its card transactions via mail mation section above, you are re page to the TeleCheck Soliche purposes of the TeleCheck, service providers, and/or age out each of the Client Parties, o time), for marketing and admi ovement, fraud, analytics and orm me directly about the contand business credit financial it) I certify that: (i) The federal owhich I have not made any actice provisions of Agreement; uide, (c) Confirmation Page (vey from each of the Client Partieserv.com/privacy. lesignated bank account via Autocount and/or the Services are may be amended from tir reed by the Office of Foreign d record certain information is described in the USA Patrio payer identification numbulication and Agreement. In thas been accepted by Institute of the provision and Agreement.	, telephone or Ir authorized to a utions Agreeme k Solutions of requeste normation from taxpayer identificiterations or stric (iii) I can read a resion O WF R set (whether individual actions of the solutions o	ternet orde cecept trans: nt appearing eement. urties),(A) I as sclose, and questing and sees, verifications sees, verifications es permitted donsumer all referenceation number all referenceation numbers at the sees of the	r. However, if yo cetions in accorre in the Third Pauthorize Process exchange among disharing, personion purposes, pud by law (and to reports (including baner and corresport and the English la) I have authority er entitles) to au ACH) for costs example, those and acceptance help the governysical address, ing name proving Application ceptance by Pid Bank, or the	ur Applicative lance with the rty Section or, Servicers set them and all and busing set them and continue to get the name ks and consuling filing rue, complet the result of the complet them of the complet of the complete of the complet	on is approve he percentage of the Prograi s, the applicabl d externally wit ness consume or the Merchar or use and shar and address or sumer reportin name provide e and accurate I have receive entity on whos use and sharin with equipmer by the Unlawficions in certai the funding or her informatio n are correct ment will no and Bank wi
Signature X			irst Data Mercha	ant Services	LLC		
Print Name of Signer	Date	Signature X				Γitle:	
		Bank: Wells F (a mem		Inc. and M	astercard Intern LC, pursuant to)
		Signature X				Γitle:	
						Date:	
ACH Debit and Credit Authorization: Agreement and to accept all credits and del Agreement. This authorization shall remain	Client authorizes its Financi bits made to its account by To	HECK ACH AUTHORIZ ial Institution to pay and char eleCheck via electronic funds	ATION				
Signature X		Print Name/Title:				Date	
Authorized Signature on Te Personal Guarantee: In exchange for F TeleCheck Services, LLC, (the Guaranteed f the undersigned (Guarantor): (A) Unconditio the foregoing agreements, (ii) with or withou indemnify the Guaranteed Parties for any al Personal Guarantee of payment, and not of a continuing personal guarantee and shall in shared as set forth in Section 9.	rirst Data Merchant Services Parties) acceptance of the MF nally and irrevocably guarant ut actual notice of changes, a nd all amounts due from Clie collection; (E) Acknowledges not be discharged or affected						onal, Inc.), an ons Agreemen modified unde efault; (C) Sha i the same, thi Client, (ii) this i ay be used an
Personal Guarantee Signature X	Print Name: Date						

Personal Guarantee Signature X _

Print Name:

Date

Part 1: Confirmation Page

Processor Information:

First Data Merchant Services LLC Name:

Address: 4000 NW 120th Avenue, Coral Springs, FL 33065

URL: merchants.fiserv.com

1-800-858-1166 Customer Service #:

Please read the program guide in its entirety. It describes the terms under which we will provide merchant processing Services to you. From time to time you may have questions regarding the contents of your Agreement with Bank and/or Processor or the contents of your Agreement with TeleCheck. The following information summarizes portions of your Agreement in order to assist you in answering some of the questions we are most commonly asked.

- Your Discount Rates are assessed on transactions that qualify for certain reduced interchange rates imposed by Mastercard, Visa, Discover and PayPal. Any transactions that fail to qualify for these reduced rates will be charged an additional fee (see Section 25 of the Program Guide).
- We may debit your bank account (also referred to as your Settlement Account) from time to time for amounts owed to us under the Agreement.
- There are many reasons why a Chargeback may occur. When they occur we will debit your settlement funds or Settlement Account. For a more detailed discussion regarding Chargebacks see Section 14 of the Your Payments Acceptance Guide or see the applicable provisions of the TeleCheck Solutions Agreement.
- In consideration of the Services provided by us, you shall be charged, and hereby agree to pay us any and all fees set forth in this Agreement (for the purpose of clarity, this includes the Application and any additional pricing supplements or subsequent communications), all of which shall be calculated and payable pursuant to the terms of this Agreement and any additional pricing supplements or subsequent communications. If you dispute any charge or funding, you must notify us within 60 days of the date of the statement where the charge or funding appears for Card Processing or within 30 days of the date of a TeleCheck transaction.

- The Agreement limits our liability to you. For a detailed description of the limitation of liability see Section 27, 37.3, and 39.10 of the Card General Terms; or Section 17 of the TeleCheck Solutions Agreement.
- We have assumed certain risks by agreeing to provide you with Card processing or check services. Accordingly, we may take certain actions to mitigate our risk, including termination of the Agreement, and/or hold monies otherwise payable to you (see Card Processing General Terms in Section 31, Term; Events of Default and Section 32, Reserve Account; Security Interest), (see TeleCheck Solutions Agreement in Section 7), under certain circumstances.
- By executing this Agreement with us you are authorizing us and our Affiliates to obtain financial and credit information regarding your businessand the signers and guarantors of the Agreement until all your obligations to us and our Affiliates are satisfied.
- The Agreement contains a provision that in the event you terminate the Agreement prior to the expiration of your initial 3 year term, you will be responsible for the payment of an early termination fee as set forth in Part 4, A,3 under "Additional Fee Information" and Section 16.2 of the TeleCheck Solutions Agreement.
- For questions or concerns regarding your merchant account, contactcustomer service at the number located on your Merchant Services Statement

10. Payments Network Disclosure

Visa and Mastercard Member Bank Information: Wells Fargo Bank, N.A.

The Bank's mailing address is P.O. Box 6079, Concord, CA 94524, and its phone number is 1-844-284-6834.

Important Member Bank Responsibilities:

- The Bank is the only entity approved to extend acceptance of Visa and Mastercard products directly to a merchant.
- b) The Bank must be a principal (signer) to the Agreement.
- The Bank is responsible for educating merchants on pertinent Visa and Mastercard rules with which merchants must comply; but this information may be provided to you by Processor.
- The Bank is responsible for and must provide settlement funds to the merchant.
- The Bank is responsible for all funds held in reserve that arederived e) from settlement.
- f) The Bank is the ultimate authority should a merchant have any problems with Visa or Mastercard products (however, Processor also will assist you with any such problems).

Important Merchant Responsibilities:

- Ensure compliance with Cardholder data security and storage requirements.
- b) Maintain fraud and Chargebacks below Payments Network thresholds.
- Review and understand the terms of the Merchant Agreement.
- Comply with Payments Network Rules and applicable law and regulations.
- Retain a signed copy of this Disclosure Page.
- f) You may download Visa Regulations from Visa's website at: https://usa.visa.com/content/dam/VCOM/download/about-visa/visa-rulespublic.pdf.
- You may download Mastercard Regulations from Mastercard's website https://www.mastercard.us/content/dam/public/mastercardcom/na/globalsite/documents/mastercard-rules.pdf.
- You may download American Express Merchant Operating Guide from American Express' website at: www.americanexpress.com/us/merchant.

Print Client's Business	Legal Name:
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By its signature below, Client acknowledges that it has received the Merchant Processing Application, Program Terms and Conditions consisting of 54 pages including this Confirmation Page and the applicable Third Party Agreement(s).

Client further acknowledges reading and agreeing to all terms in the Program Terms and Conditions. Upon receipt of a signed facsimile or original of this Confirmation Page by us, Client's Application will be processed.

No alterations or strike-outs to the program terms and conditions will be accepted.

Client's Principal Signature:

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(Ple	ase	sia	ın be	low)	1

Please sign below)		
x		
	Title	Date
Please Print Name of Signer		

Company Legal Name		Merchant ID	
Company Address			
Company City, State and Zip			
I/We, hereby authorize Pappas Financial Groand or credit entries to my (our)X Checking Abelow at the depository financial institution narto debit or credit the same to such account. I transactions to my (our) account must comply be for the annual/monthly PCI Compliance fe account as well as for any ongoing orders initipurchases.	ccount / □ Savin med below, here (we) acknowledo with the provision tes and Credit C	gs Account (sel inafter called D ge that the origin ons of U.S. law. ard Equipmen	ect one) indicated EPOSITORY, and nation of ACH The payments will t for my merchant
Depository Name	Branch		
City	State		Zip
Routing Number	Account Number		
Routing No	Bank Account No.	Check No.	
	Bank Account No. 11100113 ffect until COMP ation in such tim portunity to act of	ANY has receive and such mar	nner as to afford

*Pappas Financial Group does not provide any services to repair/fix/maintain any operating system related to PCI compliance.

**Voided check is required

Date:

TransArmor® Data Protection and Clover™ Services Participation Addendum

may not be obtained by you in connection with your use of the Clover Security Services. WE DO NOT MAKE ANY WARRANTY, GUARANTEE OR REPRESENTATION (EITHER EXPRESS OR IMPLIED) OF ANY KIND INCLUDING, WITHOUT LIMITATION, THE MERCHANTABILITY, TITLE, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE OF ANY SERVICES PROVIDED UNDER THIS ADDENDUM, AND ALL SUCH WARRANTIES, GUARANTEES AND REPRESENTATIONS ARE HEREBY EXPRESSLY DISCLAIMED. ALL SERVICES PROVIDED UNDER THIS ADDENDUM ARE PROVIDED ON AN "AS-IS, WITH ALL FAULTS". USE OF THE SERVICES DOES NOT GUARANTY SECURITY OR PREVENT A SECURITY BREACH OR COMPROMISE. WE MAKE NO WARRANTIES, EITHER EXPRESSED OR IMPLIED THAT PARTICIPATION AND/OR USE OF OUR SERVICES WILL DETECT EVERY VULNERABILITY ON YOUR SYSTEM, IF ANY, OR THAT OUR VULNERABILITY ASSESSMENTS, SUGGESTED SOLUTIONS OR ADVICE WILL BE ERROR-FREE OR COMPLETE. CUSTOMER AGREES THAT WE SHALL NOT BE RESPONSIBLE OR LIABLE FOR THE ACCURACY OR USEFULNESS OF ANY INFORMATION PROVIDED BY US, OR FOR ANY USE OF SUCH INFORMATION.

- 3.14.2. You acknowledge and agree that we shall not be liable to you for any claims, damages, losses, obligations, costs or expenses or other liability arising directly or indirectly from or otherwise concerning (i) any termination, suspension, delay or disruption of service (including billing for a service) by the Internet, any common carrier or any third party service provider; (ii) any failure, disruption or malfunction of any of the Clover Security Services, the Internet, or any communications network, facility or equipment beyond our or a third party's reasonable control, whether or not attributable to one or more common carriers; (iii) your failed attempts to access the Clover Security Services or to complete transactions via any of the Clover Security Services; (iv) any failure to transmit, obtain or collect data or for human, machine or software errors or faulty or erroneous input by you; (v) any damages resulting from any delays and/or losses arising in connection with the Clover Security Services provided hereunder; or (vi) any loss of or inability to access data or information stored or generated by Clover Security Services.
- **3.15.** <u>Limitation of Liability.</u> Notwithstanding anything to the contrary in this Addendum or elsewhere, our cumulative liability to you for any claim related to this Addendum, and your use of the Services (whether arising from tort, statute, contract or otherwise) shall in all cases be limited to the actual, direct and proven out-of-pocket losses, damages or expenses suffered or incurred by you. Furthermore, our cumulative liability to you shall not, in any case, exceed the Clover Security Services Fees paid to us by you during the 12 month period immediately preceding the date the event giving rise to the claim occurred. Notwithstanding anything to the contrary in this Addendum or elsewhere, in no event shall we be liable to you or to any third party for any indirect, special, incidental, consequential, punitive or unproven losses, damages or expenses of any kind, including, without limitation, lost profits or loss of goodwill arising from the use or inability to use the Services including, without limitation,

the inability to access your data or information generated or stored on the Services, and regardless of whether such claim arises in tort, in contract or by statute or regulation, each of which is hereby excluded, regardless of whether such damages were foreseeable or whether you have been advised of the possibility of such damages. The parties acknowledge and agree that the provisions and limitations of this Section 3.15 are of the essence of this Addendum and that absent them, the parties would not have agreed to this Addendum.

- 3.16. Third Party Beneficiary. We have been granted the right by FDMS to sublicense the Data Protection Service and Clover Security Services Marks to you. As such, while we are providing the Data Protection Service and the Clover Security Services to you, FDMS is a third-party beneficiary of the provisions set forth in Section 2 and Section 3 hereof, with the right to receive all benefits that we receive under Section 2 and Section 3 hereof and the right to initiate enforcement of the terms of this Addendum, including applicable terms of the Agreement against you at FDMS's sole discretion, including its successors or assigns. Except as may be provided in this Addendum or the Agreement, a person who is not a party to this Addendum shall have no rights or remedies under this Addendum.
- **3.17.** <u>Miscellaneous; Termination.</u> Our obligations hereunder are subject to our ability to obtain and maintain any and all required governmental licenses, permits or other authorizations, and our ability to comply with any and all laws, regulations, orders and other governmental directives which may be imposed related to the Clover Security Services. We may terminate any or all of the Clover Security Services at any time for any reason.

GENERAL TERMS AND CONDITIONS

4. Fees

4.1. <u>Service Fees.</u> You shall pay the fees for Services as set forth on the first page of this Addendum.

Notices.

We may provide notices and other information regarding the Services to you via the method(s) described in the Agreement or, with respect to Clover Service, in the E-Sign Consent Agreement set forth above.

6. Amendment.

We have the right to change or add to the terms of this Addendum at any time, and to change, delete, discontinue, or impose conditions on any feature or aspect of the Services with notice provided to you as set forth in the Notices section of this Addendum. Any use of the Services after our publication of any such changes shall constitute your acceptance of this Agreement as modified.

7. Third Party Beneficiaries.

FDMS's Affiliates and any Persons FDMS uses in providing the Clover Service are intended third party beneficiaries of this Addendum, and each of them may enforce its provisions as if it was a party hereto. Except as expressly in this provided in this Addendum, nothing in this Addendum is intended to confer upon any Persons any rights or remedies, and the parties do not intend for any Persons to be third-party beneficiaries of this Addendum.

The terms of this TransArmor Data Protection and Clover Security Services Participation Addendum (the "Addendum") shall serve to supplement the terms of your Merchant Processing Application and Agreement (the "Agreement"). By signing below, you acknowledge that you have read, understand and agree to comply with the terms and fees, as set forth in this Addendum. You also understand that the above fees may be modified from time to time in accordance with your Agreement. Except as expressly set forth herein, the Agreement is hereby ratified in all respects and shall remain in full force and effect. BY SIGNING BELOW, YOU SEPARATELY CONSENT TO THE E-SIGN CONSENT AGREEMENT ABOVE, WHICH YOU ACKNOWLEDGE IS REQUIRED FOR YOUR ACCEPTANCE OF THE CLOVER SERVICE AND PROCESSOR'S ACCEPTANCE OF THIS ADDENDUM.					
Client:	First Data Merchant Services LLC:				
By: Title: Date:	Title:				