

Agent Name: _



6472 South Quebec Street Englewood, CO 80 800-863-5995	111	MERCHANT APPLICATION AND	PROCESSING AGREEMI	ENT		800-996-0213			
MERCHANT BUSINESS INFORMATION									
DBA NAME:	LEGAL NAME:	FEDERAL TAX ID #:							
PHYSICAL ADDRESS:	MAILING ADDRESS:	MAILING ADDRESS:							
CITY, STATE, ZIP:		COUNTY:	CITY, STATE, ZIP:						
BUSINESS PHONE: CELL PHONE:			BUSINESS WEBSITE:						
FAX NUMBER:	EMAIL ADDRESS:	EMAIL ADDRESS:							
OWNER / OFFICER INFORMA	TION (MUST BE GREATER THAN 50	0% OWNERSHIP)							
PRIMARY:		TITLE:	PRIMARY:			TITLE:			
SOCIAL SECURITY#:		DOB:	SOCIAL SECURITY#.			DOB:			
RESIDENTIAL ADDRESS:	RESIDENTIAL ADDRESS:		RESIDENTIAL ADDRES	SS:		PHONE:			
CITY, STATE, ZIP:		OWNERSHIP%:	CITY, STATE, ZIP:			OWNERSHIP%:			
BUSINESS BANK ACCOUNT	INFORMATION (PLEASE ATTACH A V	(OIDED CHECK FOR VALIDATION)							
BANK NAME:		BANK ACCOUNT#:			BANK ROUTING #:				
CARD PROCESSING INFORM	ATION								
DO You Currently Accept Credit Car	ds?		Terminal Type & Model:						
Current Processor Name:	Attach I	Previous Processing Statements (3 MO.)	Check Reader:						
TRANSACTION & TICKET INFORM	MATION ACCOUNT TYPE		Reprogram Terminal:	orogram Terminal: YES NO Current Terminal Type:					
Low Ticket: \$	Card Swipe:	%	Gateway or POS Type:						
Average Ticket: \$	Manually Keyed	:%	Does your terminal need	the following:	TIP LINE AUT	O BATCH TIME:			
High Ticket: \$	Website:	%	EBT CARDS (state	certificate must be provide	d) Oth	er:			
Average Monthly: \$	Call Center:	%	MOBILE ONLY:	PHONE CARRIER:	PHONE MO	ODEL:			
ESQUIRE BANK DISCLOSUR	E								
Important Bank Responsibilities: 1. Esquire Bank is the only entity approved to extend acceptance of VISA products directly to a Merchant. 2. Esquire Bank is responsible for educating Merchants on pertinent VISA Operating Regulations with which Merchants must comply. 3. 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. 2. Maintain Fraud and Chargebacks below thresholds. 3. Review and understand the terms of the Merchant Agreement. 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 Bankis the ultimate authority should the merchant have any problems.									
Owner Signature: X		Prin	ted Name:			Date:			
BUSINESS PROFILE INFORM	ATION & MERCHANT SITE SUR	VEY							
Year Business Started	Length of Current Ownership:	Type of Business/Service	s Sold:		How is the Product/Service Deliv	vered:			
Location of Business: Retail St	ore Front Residence	Office Building Other:		Area Zoned:	Commercial Resid	dential Industrial			
TYPE OF OWNERSHIP:	Major Cross Streets:		Square Footage:	250-500 501-2	2,000 Over 2,000	Photos Provided:			
Proprietorship Partnership	Does the inventory & merchandise appear to match the type of business? If no, please Business Premises is: Owned by merchant Leased If lease, provide contact Name/Number: explain:								
Corporation	Describe the merchants refund /return policy:								
LLC									
Other Additional comments:									
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.									

_Office #: _____

_ Contact Number: ___

Electronic Debit/Credit Authorization

Early Termination Fee \$295.00

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.

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Terminal / Gateway Monthly \$	*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										
Terminal Calaway Qno-lime \$	EQUIPMENT PRICING										
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CHECK SERVICE REQUESTED: Program Registration rec \$320.00 Average Check Amount: \$	Terminal / Gateway One-T	ime \$	I authorize	e a charge my credit ca	rd information below for	r the total amount of	\$				
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No Credit Check 90 day EZ Payment Plan	EZ Payment Plan and Single Ch	neck Conversion									
No Credit Check 90 day EZ Payment Plan	CHECK SERVICE REQUESTED:	Program Registration	n Fee \$320.00	Average Check Amount:	\$	Monthly Administration Fee	\$10.00 Batch upload Fee \$5.00				
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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:	month for activity in the prior calendar month	. An annual fee of \$99.50 is billed	d each year regardless of time	of enrollment and cannot be wai	ved or refunded. When applicable	e, in consideration for the granting of	of the license and use of the software, licensee				
Does Merchant use any independent servicer that stores, maintains, or transmits cardholder information:			,		Ţ,		,				
Does the merchant use: Software Type:		ndent servicer that stor	es. maintains. or trans	smits cardholder inform	ation: YES	NO If Yes. Please provi	ide the following for each servicer:				
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Merchants Signature Printed Name Date Werchants Signature Printed Name Date Werchants Signature Printed Name Date Werchants 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 the undersigned. This is discharged or affected by the death or the undersigned, shall be for the duration of the Merchant Processing Agreement 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. Werenal Guarantor (No Tatle) 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 expersan and/or except and the provide such information. MERCHANT HEREBY AGREES AND ACCEPTS ALL TERMS AND CONDITIONS CONTAINED HEREIN AND OUTLINED IN THE ARTICLES. I THRU 8(b) RESPECTIVELY OF THE ARTICLES, ITAM SAND CONDITIONS CONTAINED HEREIN AND OUTLINED IN THE ARTICLES AGREEMENT, AND ITAM SAND CONDITIONS	Name:				Phone Number/Cor	ntact:					
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Accepted by Esquire Bank* Garden City, NY 11530* 800-996-0213 Accepted by Electronic Payment Systems. LLC* Englewood, CO* 800-863-5995 X X	Does the merchant use: X	Software Type: Printe ACCEPTANCE In his or her capacity of including by not limited for the sea and costs associan force or see any other bind the heirs, administ on of the Merchant Proceeding the subsequent to any other hims or her capacity of the mement, and if elected a k and/or EPS or its reproduced in the company of the RU 8(b) RESPECTIVE AND CONDITIONS IS. DUT PROCEDURES FOR to obtain, verify, and recommended to the condition of the conditions in the conditions is a condition of the conditions in the conditions is a condition of the conditions in the condition of the conditions is a condition of the conditions in the condition of the conditions is a condition of the condition of the conditions is a condition of the condition of	of and for any named ed to: payment of all surted with enforcement remedy before proceed creating Agreement and y termination. of and for any named ed to so a service, the EPS 90 esentative to investigate ANT HEREBY AGRE BY MERCHANT APPLICATION THE ARTICLE OWLEDGES RECEIF THAT GOVERN THIS OPENING A NEW ACCORD	entity he/she represent ms due and owing; adhof the terms, condition eding against the under s and assigns and may did all attachments therefore the the credit of each personal terms. TERMS AND CONE TO FA PHYSICAL CE AGREEMENT, INCL.	unconditionally guaranterence to all terms and or, and agreements continue enforced by or for the o and shall guarantee a present of the original Guaranter (No Title) and warrants that all in see Agreement, and any irson and/or entity lister. L. TERMS AND CONDITIONS OF THE EZ P. OPY OF THIS AGREEI UDING THE TWO (2) Yurnment fight the fundin who opens an account.	print Intees the Bank and Electro conditions of this agreem cained herein. Bank and/o ing guaranty and shall no e benefit of any successo ill obligations which may a offormation provided by M ofform	onic Payment Systems, LLC (EPS) the lent and any attachments hereto; or EPS shall not be required to first to be discharged or affected by the r of Bank or EPS. The terms of this arise or accrue during the terms Merchant in the Merchant o, is true and correct. Also, the lation and represents that he/she EREIN AND OUTLINED IN THE REEMENT, AND IF ELECTED AS LATION AND PURCHASE IS THE AFOREMENTIONED RM FOUND IN SECTION 3.05 OF by laundering activities, Federal law it: When you open an account, we				
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risideration of the mutual covenants and agreements herein Esquire Bank ("Acquireer"), Electronic Payment Systems ("EPS"), acting on behalf of and for Acquirer, and the undersigned merchant richant") have agreed as follows as of the date of acceptance by Acquirer and issuance of a valid merchant number:

L1 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 bone fide, legitimate business Transaction.

(b) Merchant shall not require, through an increase in pice 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 bodw) rules and regulations.

(c) Merchant shall not require a cardholder to provise identification information such as telephone number, address or driver's license number as condition of completing a Transaction, unless such identification is require a cardholder to provise identification information such as telephone number, address or driver's license number as a condition of completing a Transaction, unless such identification a required by Master-Card international, (in: Chaster-Card'), Visa J. In. ("Visa") or Discover' Network rules and regulations and a openmented by the law of the state in which the Transaction takes place (for example, in mail order Transactions), Master-Card, Visa and Discover are referred to herein and after as the "Card Association."

(c) Merchant and you continue a photocopy of a Card under my order committees and my order repetit that the cardholder provide a photocopy of the Card as a condition for honoring the Card.

1.2. Advertisting.
(i) Merchant shall display adequately any advertising or promotional material provided or required by Acquirer and/or EPS to Inform the public that Cards will be honored at Merchant's place of business. Such display, however, are not required if Merchant is which leaving company at airport locations, is a transportation company subject to government regulation, or is otherwise expressly exempted from this requirement by law or 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

(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 case sex but usage.

(d) Merchant shall comply with all applicable rules and regulations concerning the use of service marks and copyrights owned by any Card Association.

(d) Merchant shall comply with all applicable rules and regulations concerning the use of service marks and copyrights owned by any Card Association.

(d) Merchant shall not be the proprietarty cards Association makes and symbols only to indicate that Cards are accepted for payment and shall not indicate, directly or indirectly, that Acquirer or any Card Association in extensing 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 compared of the significance of the significance panel.
(c) Merchant shall, pror to completing exprimensaction, detect 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

(gl 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 an amal order, telephone order, eCommerce or pre-authorized Transaction, Merchant shall not complete the Transaction without presentation of the Card by the cardiolder and so procee examination by the Merchant of the Card.

(f) if the signature panel on any Card presented to Merchant is blank, Merchant shall.

(g) if the signature panel on any Card presented to Merchant is blank, Merchant shall.

(g) if the signature panel on any Card presented to Merchant is blank, Merchant shall or soon the card by the cardiolet of the appropriate cardiolder. Such identification discounsert (putch as a passport or driver's license) that bears the cardiolder's signature; and

(g) in the case of a Visa Card, Merchant shall compare the printed issuing bank identification number, which is directly above or below the fest four digits of the embossed account number, with the embossed account number. If the printed number and the embossed account number, with the embossed process the Transaction.

the embossed account number. If the printed numers are use embosses in the management of the property of the p

15. Completing the Transaction Record

When benoming 16 cold in connection with a Transaction, Merchant agrees to:
(a) Take on the Merchants sales slip or invoice 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.

the Transaction.

(b) Obtain the signature of the customer on the sales slip or invoice after the Transaction amount is identified in the "Total" column.

(c) Obtain the signature of the customer on the credit card processing machine/device/PGS receipt or other document utilized by the authorization webcle.

(d) 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, and if either identification is uncertain, or the account numbers are not the same or Merchant otherwise questions the validity of the Card, to not accept or process the

Transaction.

(i) Deliver a true and completed copy of the sales slip to the customer at the time of delivery of the goods or performance of the services or for point of transaction terminal Transactions, at the time of the Transaction of Transaction or the Transaction of the Transaction or Transaction or Transaction or Transaction or Transaction records must be produced for all Transactions including but not limited to the Merchants copy of the credit card processing machine/device/POS receipt and Merchants invoice.

(g) Whenever the account number cannot be read from the magnetic stripe, Merchant shall key-in the card data, follow normal authorization procedures, and complete the approved Transaction using a manual importance.

Life Multiple Transaction Records, Partial Consideration

1.6 Multiple Transaction Records, Partial Consideration

1.6 Multiple Transaction Records, Partial Consideration

1.7 Merchant must include on one Transaction record the entire amount due for the Transaction except in the following instances:

1.8 Transaction involves delayed or amended charges for a whelch rental Transaction in which:

1.9 The Transaction involves delayed or amended charges to a whelch rental Transaction in which:

1.9 Such charges consist of ancillary or corrected charges, such as taxes or fuel fees, and not charges for loss, theft, damage, or traffic and the such charges consist of ancillary or corrected charges.

1.0 Transaction involves the such charges for loss, theft, damage, or traffic and the such charges for loss, the such charges for loss for l

..... (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

deposited without the cardiolider signature provided that Merchant has cardioloder's signature on file, and the words "Signature on file" are entered onto the signature provided that Merchant has cardioloder's signature on file, and the words "Signature on file" are entered onto the signature panel of the sales doubt.

(iii) the customer park of the sales of the signature of the signature of the sales of the signature of the sales of the signature of the signat

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

(v) to lock on the Sants spin the Word Seption on Coastace as appropriate and the Words Cherghar Delevery,
(8) to obtain prior authorization and note the authorization date and approval code on the sales Sign, and
(9) the cardholder is using the installment payment option offered in accordance with Section 1.7
(b) Merchant agrees not to bridge a single Transaction between two or more Transaction records to avoid obtaining an authorization.
(c) For sales processed at electronic P.O.S. terminals, multiple them is individually billed to the same account will not be considered a violation of this Agreement if separate authorizations are ed for each item.

1.7 Telephone Order, Mail Orders, «Commerce, Presuthorized Orders and installment Orders
(a) If a Transaction is made by telephone order (TO), mail order (MO), «Commerce or presuthorized order (PO), the sales slip may be completed without a customer's signature or a Card imprint, but Merchantskill or a Card Imprint but Merc

(i) except in the event of an eCommerce Transaction, print legisly on invoice or sales slip sufficient information to identify the Merchant and the cardholder, including Merchant's name and address, the first four-(4) and the last five (5) digits of the Card account number, the cardholder's name, and any company name; and (i) except in the event of an eCommerce Transaction, in the last five (5) digits of the Card account number, the cardholder's name, and any company name; and (ii) except in the event of an eCommerce Transaction for Visa Transactions), as appropriate;

(ii) 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 days), and attempt to obtain the expiration date of the Card is part of the authorization must be obtained no more than seven calendar days prior to the Transaction days, and attempt to obtain the expiration date of the Card is part of the authorization must be obtained no more than seven calendar days prior to the Transaction days and attempt to obtain the expiration date of the Card is part of the authorization must be obtained no more than seven calendar days prior to the authorization must be obtained no more than seven calendar days prior to the authorization in calendar days prior to the authorization must be obtained no more than seven calendar days prior to the authorization must be obtained no more than seven calendar days prior to the authorization must be obtained no more than seven calendar days prior to the authorization in calendar days prior to the authorization must be obtained no more than seven calendar days prior to the authorization must be obtained and more than authorization in calendar days prior to the authorization must be obtained normal days prior to the authorization must be obtained normal days prior to the authorization in calendar days prior to the authorization must be obtained normal days prior to the authorization in calendar days prior to t

a recurring Transaction (or presultorized order) pursuant to which goods or services are delivered to or performed for a cardholder periodically, Merchant agrees to the

(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 most 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 presultorized order is to remain in effect.

(iv) Merchant rest enabled cardinal the enabled containing the immoration tights be information tights and provides a copy to Acquiere or ESF upon request.

(vi) Merchant must enable cardholder's written authorization for as foreign the repeat from the enabled containing the information tights and provides a copy to Acquiere or ESF upon request.

(vi) Merchant must enable the cardinal control of the present of the present of the present of the provides of the present of the

To its required for each installment Transaction. Merchant's floor limit is zero.

It 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:

(B) on the anniversary date of the Transaction (i.e. the same date each month).

(y) in addition to Merchant's mane, an appropriate installment Transaction descriptor (e.g. "one of five," "two of five," etc.) must be included in the Transaction, an imprint of the Card is required whenever the Card is present.

1.8 Vehicle Rental Transactions
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, evidencing 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 greauthorization form through means other than a Transaction.

In Seturis and Applicaments, Tens'll superchandise is accepted for return or any services are terminated or canceled, or any price adjustment is allowed by Merchant (other than involuntary refunds by artines or other carriers when required by applicable tariffs and except where otherwise required by law or governmental regulations), Merchant shall not make any cash refund to the cardholder but shall deliver promptly to Acquirer a credit sip evidencing such refund or adjustments. It is allowed by the signal and address to Merchant and note the Transaction facts, a description of the goods returned, services canceled or adjustment made and the amount of the credit (1) has refund or adjustment shall be indicated on a credit slip and may not exceed the original Transaction amount.

(c) The refund or adjustment shall be indicated on a credit slip and may not exceed the original Transaction amount.

(d) The Merchant new) will all be refunded adjustment, refund or exceed the original Transaction amount.

(d) The refund or adjustment shall be indicated on a credit slip and may not exceed the original Transaction amount.

(e) Proper disclosure by the Merchant stude to give not be stated that proper disclosure is made at the time of the Transaction and purchased goods or services are delivered to the cardioloter at the time of the Transaction.

(e) Proper disclosure by the Merchant stude to give not the state of the state of the cardioloter's signature in letters approximately 1.4 inches high and in close proximity to the space provided for the cardioloter's signature.

(ii) The CRITIAN and the state of the cardioloter's signature in letters approximately 1.4 inches high and in close proximity to the space provided for the cardioloter's signature.

(iii) The CRITIAN and the contraction of the cardioloter's signature.

(iii) The CRITIAN and the contraction of the cardioloter's signature.

(iii) The CRITIAN and the contraction of the cardioloter's signature.

(iiii) The CRITIAN and the contraction of the cardioloter's sign

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

Which may be used only in the Merchant's place(s) of business. and instituted by application (level, suppliate) pecual circumstances agreed to by the cardholder (e.g., late delivery, delivery charges or insurance charges) as terms of the Transaction, as terms of the Transaction of

(g) Merchant shall not process a credit slip without having completed the purchase Transaction with the cardholder. Merchant must deliver to the cardholder a true and complete copy of the credit slip at the time of the credit transaction.

(h) in one vent may the credit exceed the amount of the original Transaction.

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 or effecting a deposit to the cardholder's account.
(b) Factoring is 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 Pagniture 10 and the Sperment.
(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 orfores a described in Section 1.7 above.

1.11 Cash Advances

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

1.12 Transactions Acceptable Under This Agreement
Notwithstanding any other Sections, conditions, coverants or requirements contained herein, Merchant is approved to accept Transactions, so outlined in this Agreement in the normal course of Merchant surface are germane to Merchant's business that are germane to Merchant's business and within the "approved" average ticket and volumes for Merchant. Transactions should be within the reasonable context of the information provided by Merchant at the time of application and conform to the standards established by S. L. C (Standard industry Code) that best identifies Merchant's business.

Late Arrowance in extractions with the following:

(I) Childrain an authorization for the purpose of setting aside the cardholder's credit line for use in future sales;

(B) Make any special charge to or extract any special agreement or security from any Cardholder in connection with any Transaction;

(C) Transmit or accept payment for any Transaction that was not ringinated directly between Merchant and a cardholder for the sale or lease of goods or the performance of services other than the type indicated in the Merchant Application form to which this Agreement is attached;

(I) Homor or accept Card as payment for any regulase evices or persense aring out of or related to:

(I) Homor or accept Card as payment for any regulase evices or persense aring out of or related to:

(I) Homor or accept Card as payment for any regulase evices or persense aring out of or related to:

(I) Homor or accept Card as payment for any legisla evices or respenses a refundable to a person whose names is not embosed on a Card, or

(I) Homor or accept Card as payment for seven such services or presenses are furnished to a person whose names is not embosed on a Card, or

(I) any domestic relations matter where such services or expenses are furnished to a person whose names is not embosed on a Card, or

(II) Where precises any Transaction arity where such services are respenses are furnished to a person whose names is not embosed on a Card, or

(II) Where precises any Transaction arity where reviewable where the card to the credit;

(II) Home a Transaction are desired precises of the credit;

(II) Legisla a Transaction redit without a preceding debit equal to the credit;

(II) Use any equipment related to Transactions or any slabar en the Operating Account at least equal to the credit;

(II) Use any equipment related to Transactions or any slabar entities of the preceding debit equal to the credit;

(II) Legisla a Transaction that was provided a preceding debit equal to the credit;

(II) Use any equipment related to Transactions or an

(i) Initiate a Transaction credit without a balance in the Operating Account at least equal to the credit;
(ii) Use any equipment related to Transactions or any data received thereon for any other purpose of the Than for determining whether or not Merchant should accept checks or Cards in connection with a current safe or least ed goods or services;
(ii) Use any equipment related to Transactions or any data received thereon for credit inquiry purposes or any other purpose not authorized by this Agreement:
(ii) Use any equipment related to Transactions or any data received thereon for credit inquiry purposes or any other purpose not authorized by this Agreement:
(iii) Use any equipment related to Transactions or credit standing, credit capacity, character, general reputation, personal characteristics or mode of fiving when any Card or check is processed as non-ascepted;
(iii) Disclose any information obtained through any equipment related to Transactions to any person except for necessary disclosures to affected cardholders, Acquiere and/or the financial institution that issued the relevant Card;
(iii) Disburse funds in the form of Travelers cheques, if the sole purpose is to allow the cardholder to make a cash purchase of goods or services from Merchant;
(iii) Disburse funds in the form of Cash;
(iii) Accept a Card to Collect or refinance an existing debit (whether originally owed to Merchant or otherwise);
(ii) Issue a Transaction credit in respect of goods or services acquired in a cash transaction which are returned;
(iii) Mean are varied front to a cardholder who has made a purchase with a Card all Transaction redits that instance are account data in plain view when full by the process Transaction that the respect of process Transaction than the returned;
(ii) Requires a cardholder to complete a postcard or similar device that includes the cardholder's account number, Card expiration date, signature or any other Card account data in plain view when full process Transaction than the respect of the process Tr

mailed; (i) Process a Transaction that represents collection of a dishonored check; (ii) Process a Transaction that represents collection of a dishonored check; (ii) Accept a Card for the purchase of Szrip (as defined by applicable VIAS regulations); (worked) and processed by Merchant; or (worked) and processed by Merchant; or (worked) and processed by Merchant; or (worked) and processed by Merchant (iii) Accept a Card for the payment of any illegal products or services.

1.14 Disclosure and Storage or Cardholder Account information
(a) Except as otherwise required by law, Merchant shall not sell, purchase, provide, or otherwise disclose the cardholder's account information or other cardholder information to any third party

(a) Except as otherwise required by law, Merchant shall not sell, purchase, provide, or otherwise disclose the cardholder's account information or other cardholder information to any third party other than Acquire.

(b) Merchant and/or any agent of Merchant shall store in an area limited to selected personnel and, prior to discarding, shall mutilate in a manner rendering data unreadable, all material containing cardholder account moments including but not limited to Card impriors, such as assiss by and credit slig, or rental agreements and carbons.

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

(d) Merchant will be responsible for maintaining all records of all Transactions, including but not limited to cord in original sast sings, singered saels darfs, signed credit drafts, work orders, and all other documents that pertain to the sales for which a Card was used as a form of or partial payment of the subject Transaction for a minimum of thirty-six (36) months from the date of the original Transaction.

1.15 Depoits
Notwithstanding any other Sections, conditions, coverants or requirements herein, Merchant may accept deposits for goods and/or services to be performed in a timely manner. A deposit shall not be used as a payment to Merchant and is not to be used as interim financing or a "Cash Advance" as outlined in Section 1.11 above. Deposits, when identified by Acquirer, may be held in a reserve account until satisfactory completion of services and/or debeey of goods can be verified.

1.16 Merchant Financial Representations and Commitments

(a) Merchant has made financial representations in this "Merchant Application and Processing Agreement" that Merchant is asking Acquirer to rely upon to evaluate, underwrite, and approve this Agreement. Application and receivablish and underwise resultations of underwriting process includes but in not imitted to a Risk and Reward analysis based on the financial representations of Merchant. If Merchant fals to honor and meet the representations made it may subject Acquirer to under financial exposure and possibly harm. A material variance in the Merchant system of the process of the proce

knowledges that the damages noted herein are not a punitive act but represent a reasonable calculation of the financial harm caused by Merchant for failures to meet the financial made by Merchant. ARTICLE II-PRESENTMENT, PAYMENT AND CHARGE BACK 2.1 Presentment of Transaction Records to Acquirer

2.1 Presentment of Transaction Records to Acquirer

(a) Merchant may designate a third party that does not have a direct agreement with Acquirer) as its agent for the purpose of delivering Transactions data-captured at the point of sale by such agent if Merchant elects to use such their party as its agent for the direct delivery of data-captured Transactions. Merchant agrees to the following conditions (for the purposes of this Section 2.1, "Merchant" includes a such party that the purpose of the Section 2.1, "Merchant" includes a such party that a supproved by Acquirer (illustrations) and the such party as the such

(a) The obligation of Acquirer to reimburse Merchant for Transactions is limited to the amount less the appropriate discount fee) delivered by Merchant's designated agent, and
(iii) Merchant is responsible for any and all failure(s) by a separate to comply with this Agreement and all applicable rules and regulation of the Card Associations, including, but not limited to, any violation resulting in a charge back.
(b) Merchant shall present all sales data relevant to a Transaction to Acquirer on the date of the Transaction, except that:

(g) Merchant shall present all sales data relevant to a Transaction to Acquirer on the date of the Transaction, records as designed every services have been performed and therefore the services have been performed and therefore the services have been performed and therefore the software performed and its principal obligations to the customer in connection with the Transaction unless the cardholder agreed to a deslayed delivery of goods and/or services and proper discolutes were made at the time of the Transaction (ii) When Merchant requests and receives authorization for delayed presentment, the time of the Transaction (iii) When Merchant requests and receives authorization for delayed presentment (not to exceed thirty (30) calendar days);

(iii) If Merchant is obligated by law to retain a sales slay or return it to a buyer upon timely cancellation, Merchant must present the sales slay within the period permitted for delayed presentment (not to exceed thirty (30) calendar days);

(iii) Here than it obligated by law to retain a sales slay or return it to a buyer upon timely cancellation, Merchant must present the sales slay within the (10) bank into the period permitted for delayed presentment (not to exceed thirty (30) calendar days);

(iii) Here than it is obligated by law to retain a sales slay or return it to a buyer upon timely cancellation, Merchant must present the sales slay within the (10) bank into (10) when the calendar it is not to the calendar of the calendar of

Carbinoler's consent of the Merchant's action. Merchant may, at its option, pursue payment from the customer in such event through means other than a Credit Card or Check Transaction processed by Acquirer or IPS.

2.2 Operating Account and Reconciliation

(a) Pivro to accepting any Cards, Merchant will establish a demand deposit account at Acquirer, or at a financial institution approved by Acquirer (the "Operating Account", through which fees, charges and credits due in accordance with this Agreement may be processed. Merchant hereby irrevocably authorizers Acquirer to debit all amounts Merchant owes Acquirer or EPS hereunder from the Operating Account, whether maintained at Acquirer or another financial institution, at times deemed appropriate by Acquirer or EPS hereunder from the Operating Account. Merchant waives any and all claims for loss or damage arising tool of any such charges or debits to the Operating Account or by annual celebration of the Operating Account whether maintained at Acquirer or another form to through the Card Associations will be extended on adaly basis and Acquirer will either payment to Merchant in connection with such Transactions as one on after exerciving such payment or from or through the Card Associations. Whether another is the operating Account equal to the reconciled and paid summary Transaction tool of all of Merchant's total paid summary Transactions since the previous credit tests any contractual deductions or developed and paid summary Transaction total of all of Merchant's total paid summary Transactions since the previous credit less any contractual deductions or developed and paid summary Transaction total of all of Merchant's total paid summary Transactions since the previous credit less any contractual deductions or developed and paid and participated and paid to the Operating Account and Cardinal Cardinal

ding Section 2.2, Acquirer may withhold payment to Merchant, suspend Merchant's ability to process Transactions, or prohibit Merchant's access to funds then on deposit for any

Acquirer or ETS in their sole and absolute discretion is suspicious of any Transaction records:

(ii) Marchant's law enhourts exceed the stated volume noted on the Merchant Application and Processing Agreement and exceeds an amount or am opposition generated during a particular period.

(iii) Merchant's awange lictled exceeds the stated amount(i) produced on the Merchant Application and Processing Agreement;

(iv) Merchant does not twipe Carlos through electronic terminals;

(iv) Merchant does not twipe a customer any relation and the stated amount(i) provided in the Merchant does not twipe cause the stated amount(i) provided in the Merchant does not twipe cause the stated amount(i) provided in the Merchant does not swipe cause the stated amount(i) provided in the Merchant does not swipe cause the stated amount(i) provided in the Merchant does not swipe cause the stated amount(ii) provided in the Merchant does not swipe cause the stated amount(ii) provided in the Merchant does not swipe cause the stated amount(ii) provided in the Merchant does not swipe cause the stated amount(ii) provided in the Merchant does not swipe cause the stated amount(ii) provided in the Merchant does not swipe cause the swipe cause th

(v) Merchant falls to authorize any relevant Transaction; (vi) Acquierre ceives, in the sole and absolute discretion of Acquier and EPS, suspicious retrieval requests against Merchant's account as prior activity; (vii) Excessive chargebacks, in the sole and absolute discretion of Acquier and EPS, are debited against Merchant's account as prior activity; (vii) Excessive chargebacks, in the sole and absolute discretion of Acquier and EPS, are debited against Merchant's account as prior activity; (viii) If or any other reson Acquier reasonably determines that withholding fund or preventing the withdrawal of funds previously deposited into the Operating Account is necessary to cover anticipated charges from Carl activities; (vii) A debt by Acquier to Merchant's Operating Account is returned unpaid for any reason.

(a) A debit by Acquiret to Merchant's Operating Account a returned unpaid for any reason. (b) At the time of Application or at any intermediate the member of Application or at any intermediate the member of Application or at any intermediate the member and/or EFS may require the establish for a serieve account at Acquirer ("Reserve Account"), for all indebtedness of Merchant to Acquirer of 15s that may arise out of or relate to the obligations of Merchant under this Apprenent, including but not limited to, Chargeback, fees, fines, judgments, and liabilities in such an amount sufficient build processed to the Application of the Appl

2.4 Chargeback (a) Under any one or more of the following circumstances, Acquirer may charge back to Merchant any Transaction record that Acquirer has accepted, and Merchant shall repay Acquirer the amount represented by the Transaction record plus any associated fees and/or fines: (i) the Transaction record plus any associated fees and/or fines: (ii) the Transaction record plus any associated fees and/or fines: (ii) the Transaction second or any material information on sales slip (such as the account number, expiration date of the Card, Merchant description, Transaction amount, and the company of the Card, Merchant description, Transaction amount, and the company of the Card, Merchant description, Transaction amount, and the company of the Card, and the Card for the Card, and the Card for the Card of the Card, the Card of the Card of the Card, the Card of the Card o

(v) the Transaction was one for which prior credit authorization was required and prior credit authorization was not obtained, or a valid authorization number is not correctly and legibly included on the Transaction record; (vi) the Transaction record is a duplicated of an item previously paid, or is one of two or more Transaction records generated in a single Transaction in violation of this

Agreement; (vii) the card

older disputes the execution of the Transaction record, the sale, delivery, quality, or performance of the goods or services purchased, or alleges that a credit as requised and resistand or that a credit adjustment was issued by Merchain but not posted to the cardholder's account; are presented and resistand or the cardinal control of the c

at the time of the Transaction:

(i) Agricular reasonably determines that Merchant has violated any term, condition, covenant, warranty, or other provisions of this Agreement in connection with the Transaction record or the Transaction to which it relates:

(i) Agricular reasonably determines that the Transaction record is fraudulent or that the related Transaction is not a bone filed Transaction in Merchant's operation of business, or is subject to any claim of lifegality, cancellation, rescission, avoidance, or offset for any reason whatsoever, including without limitation negligence, fraud, or dishonesty on the part off Merchant or Merchant's agents or employees;

(ii) the Transaction record arises from a mail or telephone order Transaction or eCommerce Transaction which the cartholder disputes entering into or authorizing, or which involves an account number that never existed or that has expired and has not been renewed;

(iii) Merchant fails to provide any sales slip or credit sign to Acquirer in accordance with section 3.1 of this Agreement or

(iiii) Her Transaction is charged back to Acquirer for any other reason pursants to Card Association rules and are disputations.

It is the transaction in Stranged back to Acquirer for any other reason pursants to Card Association rules and are disputations.

It is the transaction in the control of the chargeback or forfeit its geback.

ARTICLE III MISCELLAMEOUS

3.1 Records

(a) Merchant shall, for Card Association purposes, preserve a copy of the actual paper sales slips and credit slips for at least one (1) year after the date Merchant presents the Transaction data to Acquirer, and Merchant shall make and retain for at least seven (7) years from such date complete legible copies (electronic or otherwise) of actual Transaction records.

(b) Merchant agrees to immediately notify Acquirer of any merchant location(s) added after the date of this Agreement, and agrees to the establishments or appeared Operating Account for said

s for Copies
(et) Lauriers day of receipt of any request by Acquirer, Merchant shall fax, email, or mail to Acquirer either the actual paper Transaction record, if requested by Acquirer, or a legible (in size comparable to the actual paper Transaction records), and any other documentary evidence available to Merchant and reasonably requested by Acquirer to meet its obligations voluding but not infinite of to sobligations under the Fair Credit Billing Act or otherwise to respond to questions concerning carriobode accounts.

Sees of tertieval of records, Merchant must retain sale siles and credit sips by reference number within date sequence.

(i) Acquirer may charge Merchant a penalty error within the time frames specifice, in addition to other rights and remedies available to Acquirer under this Agreement:

(i) Acquirer may charge Merchant a penalty error.

(ii) Acquirer may charge Merchant a penalty error amount of the requested sales slip; (iii) (ii

3.3 Disputes With Cardholder, Indemnification
(a) Merchant shar proposed prompts to un quantized by the Merchant share proposed disputes occur with a frequency unacceptable to Acquirer, Acquirer reserves the right to charge Merchant reasonable fees and reimbursement on account of executive cardholder inquiries, refunds or chargebacks. Merchant agrees to anistants the following information in writing with respect to each claim or defense asserted by a cardholder for which Merchant has received notice:

(i) the cardholder's name;
(ii) the instructed of an other last fire-[5] digits of the Card account number;
(ii) the instructed of an other last fire-[5] digits of the Card account number;
(ii) the nature of the claim or defense, and
(iv) the action that Merchant took in an attempt to resolve the dispute.

Upon request, Merchant shall furnish Bank with this information in writing within five [5] business days.
(b) Merchant agrees to indemnify and both Acquirer and EPS harmaness from any and all losses, claims, diamages, liabilities and expenses, including reasonable attorneys' fees and costs (whether or not an attorney to an enployee of Acquirer or Acquirer's affiliates, EPS or affiliates of EPS) arising out of any of the following:

(ii) Merchant failure to comply with his genement;
(iii) Merchant failure to comply with har gepelinest;
(iii) Merchant failure to comply with har gepelinest;
(iv) Merchant failure to comply with har geplicable law, under or requality of performance of any service;
(v) Merchant's failure to comply with any applicable law, under or regulation;
(v) any dispute concerning the quality, condition or delivery of any merchandrise or the quality of performance of any service;
(vii) Merchant's selection of an internet service provider or other their committees of a diameter of a demander of an internet service provider or other their committees of an internet service provider or other their committees of an internet service provider or other their committees of a diameter of a diameter of a di

3.4 Excessive Chargebacks and/or Retrievals

Merchant understands and agrees that, in the event Acquirer is presented during any monthly period with chargebacks and/or retrieval requests relating to Transactions processed for the Merchant understands and agrees to one perent (15) of the current month's NET sales volume (Transactions less credits and chargebacks), such chargeback and/or retrieval requests will conclusively be deemed to be excessive and under Card Association regulations shall allow Acquirer to take such action as may be authorized herein or by applicable Card Association regulations to miligate Acquirer's evenue to risk and/or loss.

3.5 Terms, Termination and Terminated Merchant File
(a) The initial term of the Agreement shall be two (2) years commencing on the date of approval of this Agreement. Thereafter, until cancelled in accordance with this Agr

(a) The initial term of the Agreement shall be two (2) years commencing on the date of approval of this Agreement. The restrict, until cancelled in accordance with this Agreement, the will automatically review for consecutive two (2) year terms.

(b) EPS may terminate this Agreement at any time immediately and without notice based on any of the reasons noted in Section 2.3 or if EPS discovers any inconsistencies or misreg (as determined by Aquierre or EPS in their sets) and absolute discretion() on the Merchant Application.

(c) Merchant may terminate this Agreement with an interly (90) day written notice to EPS prior the to completion of the initial term or any renewal thereafter.

(d) Merchant reminate this Agreement with an interly (90) day written notice to EPS prior the completion of the initial term or any renewal thereafter.

(d) Merchant reminate in amanine of their han what of section 43(4), Merchant will be subject to an early termination fee of \$285 or the standard fees associated with the section 43(4).

Werchant terminates in a manner other than what is described in Section 3.5(d). Merchant will be subject to an early termination fee of \$255 or the standard fees associated with the Processing ment for the number of montits remaining until the completion of the then full term be it it is initial term or a reversal term.

quiter may terminate this Agreement upon at least 30 days' prior written notice to the other parties. In addition, Bank may terminate this Agreement terminately upon written notice to the truly on the termination of the second of the secon

(w) There is a season of any control of the Agreement.

(v) Merchant files a petition under any bankruptcy or insolvency law.

(v) Merchant files a petition under any bankruptcy or insolvency law.

(vi) Agreement files a petition under any bankruptcy or insolvency law.

(vi) Merchant files to maintain sufficient funds in the Operating Account to cover the amounts due to Acquirer or any Card Association.

(vi) Merchant files to maintain sufficient funds in the Operating Account to cover the amounts of the Acquirer or any Card Association.

(vi) Merchant files to provide fenancial statements suitable to Acquirer on request.

(v) Merchant files to provide fenancial statements suitable to Acquirer on request.

(vi) Merchant files to provide fenancial statements suitable to Acquirer on request.

(vi) Merchant files to provide fenancial statements suitable to Acquirer on request.

(vi) Merchant files to provide requested occumentation including but not limited to; any documentation related to a transaction (e.g. invoices, work orders, etc.), method of operation of Merchants business, and licensing.

to Merchant. Acquirer is not congates up prower expansions and including but not limited to, any documentation related to a Transaction (e.g. invoices, work orders, etc.), method of a limited for any obscure interest of the provision of Merchant business, and ficensing.

(f) Acquirer may select order orders or the provision of Merchant control of the control orders or the provision of Merchant control or existing under the Agreement of Merchant control or existing under the Agreement prior to termination shall be discovered or desired to any Transaction.

(i) In the event Acquirer may believe for the date of such Transaction.

(ii) In the event Acquirer eminates this Agreement following any Event of Default, Merchant:

(ii) Agreement following any Event of Default, Merchant:

(ii) Agreement following and present of Bording and Default of Sharmlers from and Against vary and all costs, expenses and fabilities incurred by Acquirer and/or Ers in connection with or avising out of such Event of Default.

(ii) Merchant agreement hat, if the Merchant Agreement is terminate before completion of the initial term or any subsequent relevant termination for any reason other than a material uncursed beneath by Acquirer, Merchant will pay Acquirer damages for the boss of fee income. Acquirer entered to the fee incomes the registrated for any Merchant or and Agreement to provide services based in part on the fee income the account would generate. Termination for any reason other than the end of a term as described in Section 3.5 (a) would deprive Acquirer or the fee incomes the generate for the fee incomes the registrated for and Merchant makes the account of the provide services based in part on the fee income the registrated for and Merchant makes the provide services and the provide services based in part on the fee income the registrated for and Merchant makes the provide services and the provide services between the provide services based in part on the fee income the registrated for and Merchant makes the provide service

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

ns on the liability of Acquirer and EPS contained in this Agreement, neither Acquirer nor EPS shall be liable to Merchant or Merchant's cus

In addition to an other limitations on the liquidity of Auguster and are Scotlanders in this Agreement, lenter Acquirer and to 3 shall be labeled to Nevertional Control of the Oran y o

3.7 Supplementary Documents; Fess
All references herein to the "Agreement shall collectively include current Schedules, Amendments, Merchant Againston, Change Notices, Addersdom, Appendixes and Attachments and associated
All references herein to the "Agreement shall collectively include current Schedules, Amendments, Amendments, Amendments, Againston, Change Notices, Addersdom, Appendixes and Attachments and associated
Americant Againston or in any other schedules of less and designes provided to Mexicant Againston in any other schedules of less and schedules provided to Mexicant shall be approved on the Notice of Includes and EMV Compliance Fee (three separate and distinct fees independent of each other) of 595.50 each will be charged to all Mexicant accounts based on the number of Active Terminals per Merchant
in each Calendar Vere regardless of enrollment time. This fee is not refundable for any reason and cannot be on-read or of based in any way.

3.8 Compliance with Law, Rule and Regulation
Merchant shall comply with all laws applicable to Merchant, Merchant's business and any Transaction, including but not limited to and without limitation, all state and federal commonwer mercentric statutes and the rule and regulations of the Card Associations.

3.9 Modification
This Agreement is subject to such modifications, changes, and additions as may be required, or deemed by Acquirer or EPS to be required, by reason of any state or federal statute, judicial decision, or the regulation, or the regulation or ruling of any federal agency having jurisdiction over Acquirer or Merchant. Acquirer may amend this Agreement pursuant to this Section 3.3 simply by providing written notice of such amendment to Merchant, and such amendment shall become effective on the latter of:

(i) the date on which such written changes are considered by Acquirer in such written notice.

ent Sales Organiza

. endent Sales Organization (ISO) or Member Service Provider (MSP) operating under applicable Card Association rules and regulations who is an independent contracto

(a) Acquirer may use an independent Sales Organization (ISO) or Member Service Provider (MSP) operating under applicable Card Association rules and regulations who is an independent contractor and not an agent of Acquirer.

(b) No SO or MSP has authority to execute this Agreement on Acquirer's behalf or to alter the terms hereof without Acquirer's prior written approval.

(c) Representations and be by independent Sales Organizations, Member Service Provider, contractors to riber imployees, convertexors or contractors or any other persons associated with them THAT ARE NOT EXPRESSE YCONTAINED IN THIS AGREEMENT ARE NOT VALID AND DO NOT APPLY. Acquirer makes no representations outside of this Agreement, if you rely on representations that are not contained on this Agreement they not are doing so of your own free will and YOU WILL NOT In any way have any recourse, right or claim whatsoever against EPS, Acquirer, any Card Association or any of their affiliates or entities.

3.15 Scority Interest, Set-Off
As security Interest, Set-Off
As security Interest, Set-Off
As security for the performance by Merchant of <u>ALL</u> of Merchant's obligations under this Agreement, Merchant hereby grants to Acquirer a security interest in:
(a) All funds held in the Operating Account and in the Reserve Account.
(b) All funds pending Merchant as a result of Transaction processed by Acquirer.
(c) Any inventory with respect to which is Transaction has occurred but has not yet been fulfilled. Merchant will execute and deliver to Acquirer such documents, in a form satisfactory to Acquirer,
as Acquirer may reasonably request in order to perfect Acquirer's security interest in the Operating Account, Reserve Account and such inventory, and will pay all costs and expenses associated
with filing the same or this Agreement in a lipubic filing officer, where filing is deemed by Acquirer to be necessary or detailed to the financing statements residing to the
Operating Account, the Reserve Account and such inventory without prior approval by Merchant where authorized by law. Merchant appoints acquirer as its other inventory expenses associated
concurrents as an encessary or detailed to accomplish perfection of any security interests. This appointment is coupled with an interest and shall be irrenored as tongs at Merchant over any
amount to Acquirer or 15°. Acquirer and/or 15° may, a any time there is an obligation owing from Merchant to Acquirer and/or 15°, set off any such amounts against any deposit balances or
other money or fresteder owed Merchant by Acquirer and for 5° filing a complete perfection of the filing of the filing and the perfection of the filing of the filing and the perfection of the filing of the filing and the perfection of the filing of the filing

All 2.Acid Money-Laundering Policy
in compliance with the "Providing popropriate Tools Required to Intercept and Obstruct Terrorism" Act (USA PATRIOT Act) ["Act"] Pub. Law 107-56(2001), Electronic Payment Systems ("FPS") has adopted an Anti-Money-Laundering (AMI) compliance policy ("Policy"). It is the policy of EPs to prohibit and actively pursue the prevention of money laundering and any activity that Esciliates money laundering or the funding of terrorist or criminal activities. EPs is committed to AMI. compliance in accordance with applicable law and requires its officers, employees and appointed contractors, agents, and verodor to adhering the preventing the use of its products and services for money laundering purposes. For the purposes of the Policy, money laundering generally defined as engaging in acts designed to conceal or disguise the true origins of criminal conduct, but rather an attempt to conceal the origin or intended use of the funds, which will late the used for criminal purposes.

Pay accepting this Agreement Merichant hereby pledges and promises not to participate in any activity that may be construed as a violation of the above noted Act and this Anti Money-Laundering Policy and shall furthermore cooperate, comply, and assist in any efforts to assive compliance by Acquirer, EPS, Integrated Card Solution, or Government Agency.

3.13 No Internet Gambling
The Univariety Cambridge (inforcement Act of 2006 (*ULGEA*) prohibits any person engaged in the business of betting or segaring from knowingly accepting payments in connection with
The Univariety Internet Cambridge (inforcement Act of 2006 (*ULGEA*) prohibits any person engaged in the business of betting or segaring from knowingly accepting payments in connection with
Department of the Cambridge (*ULGEA*) prohibits any person engaged in the business of betting or segaring from the Cambridge (*ULGEA*) prohibits or segaring payments and the Sea and the segaring payments that the Sea and the Sea and

3.14 Payment Card Industry Data Storage Standard (PCI DSS)
As a Merchantif you store Card or cardioider data in any way, shape, or form you are required to maintain that information in a secure manner. The guidelines for Data Storage can be found in the lens or the information that applies to you), or contact the EPS field Department at 800-863-5955. EPS will be happy to explain the process and representabilities related to this innorantial. Card association resulterents.

3.15 General

(a) The paragraph headings and captions contained in this Agreement are for convenience only, and should not be deemed to define, limit or describe the scope or intent or time Agreement.

(b) This Agreement shall be binding upon and inure to the benefit of the parties here to and their successors and assigns, provided, however, this Agreement may not be assigned by Merchant without the written consent of Agraement, Any such assignment by Merchant without chargiver's prior written connects that be bein divided, or undercreable by a count of any regulatory agency or self-regulatory body having indication over either party hereto, or should any provision of this Agreement contraverse any law, or vaid regulation or rule of any regulatory agency or self-regulatory body having indication over either party hereto, or should any provision of this Agreement contraverse be held invalid, or undercreable by a count or other body of competent jurisdiction, hen each such provision shall be automatically terminated and performance hereof by both parties waived, and all other provisions of this Agreement then in effect shall nevertheless remain in full force and effect.

(d) No failure by Adequirer to insist upon strict performance unique the continuation of any default hereunder all constitutes waived any such term, obligation, right or remedy, or a waiver of any such term, obligation, right or remedy, or a waiver of any such term, obligation, right or remedy, or a waiver of any such term, obligation, right or remedy, or any automatical constitutes waiver of any such term, obligation, right or remedy, or any such default by Agraement.

(e) THIS AGREEMENT AND ALL QUISTIONS ARISING IN CONNECTION MERCHITT SHALL BE CONTROLOGOURS UNIT WITH UNITED STATES DISTRICT COURT FOR THE DISTRICT OF

performance nereot by comp parties waivers, and all other provisions of this Agreement their in effect shall nevertheless remain in full force and effect.

(9) No failure by Acquirer to imatique post reperformance uniform the continuance of any and their member of any and them, obligation, right or remedy, or a waiver of (9) No failure by Acquirer for any uniform them, obligation, right or remedy, or a waiver of (9) This Agreement than the continuance of any and themselved and

including but not limited to strikes or other labor matters, destruction of or damage to any building, natural disasters, accidents, not or any regulation, rule, law, ordinance or order of any federal, to the continued authority.

(a) Acquire may audi, from time in florance in the terrum of the Agreement. Lethors will provide all information requested by Adquire to complete Acquirer's audit.

(b) Acquire may audi, from time to the continued or the continued of the Agreement in the Agreement. Lethors will provide a separate authorisation for release of credit information. The continued in the co

ESQUIRE BANK 320 OLD COUNTRY ROAD GARDEN CITY, NY 11530 NOTICES: EPS 6472 SOUTH QUEBEC STREET ENGLEWOOD, CO 80111 End of Credit Card Processing Merchant Agreemen

EZ Payment Plan ARTICLES, TERMS AND CONDITIONS
For the sike of this Agreement, FloraPay LLC d/lyla ZE Payment Plan 6472 S. Quebec Street, Englewood, CD 80111 and Merchant listed, if approved by EZ Payment Plan, agree to enter into this
Agreement and to be bound by the contractual provisions contained herein in order to receive the substantial benefits set forth herein and which Tz Payment Plan would not otherwise confer upon

erchant.

DW, THEREFORE, in consideration of the premises and mutual promises contained in this Agreement, the parties agree as follows:

ved, this Agreement shall be effective from the date hereof and shall remain in full force and effect for a period of TWO (2) years as an initial term, unless sooner terminated as set forth Upon the completion of the initial term, unless Merchant furnishes written notice of non-renewal at least ThiRTY (3)) days prior to completion of the then existing term, this Agreement we automatically for additional TWO (2) are terms unless cancelled in accordance with the provisions contained in the Agreement we automatically for additional TWO (2) are terms unless cancelled in accordance with the provisions contained in the Agreement we automatically for additional TWO (2) are terms unless cancelled in accordance with the provisions contained in the Agreement we automatically for additional TWO (2) are terms unless cancelled in accordance with the provisions contained in the Agreement we automatically for additional TWO (2) are the substitute of the accordance with the provisions contained in the Agreement we automatically for additional TWO (2) are the substitute of the Agreement we automatically for additional TWO (2) are the substitute of the Agreement we also are the substitute of the Agreement which are the substitute of the Agreement which are t If approves, un agoment, upon the completion of the initial term, unless Merchant turmsies as an accordance with the provisions contained in the Agoshall renew automatically for additional TWO [2] year terms unless carecled in accordance with the provisions contained in the Agoshall renew automatically for additional TWO [2] year terms unless carecled in a coordance with the provisions contained in the Agoman of the Ag

analize guarantor(s) via Automated Clearing House (ACI) Transactions, and/or any other legally viable method.

(b) All prior guaranteres shall be made mild and void.

(c) Merchant assigns all proceeds of pending conversion authorizations to IZ Payment Plan to the extent they are required to satisfy any fees that may be due IZ Payment Plan. Once all fees due

(c) Merchant assigns all proceeds of pending conversion proceeds will be distributed to Merchant ninely (PO) days after the pointing of the last delayed presentment.

2. Termination

This Agreement may be terminated immediately by IZ Payment Plan in the event of a breach of any representation, warranty, condition, provision, section or covenant in this Agreement. Merchant all have the right to our early breach that is susceptible of cure during the initial TPC (S) days from the dece of discovery and III the breach is cured to the reconsule satisfaction of IZ Payment Plan, this Agreement shall not be terminated and shall continue in full force and effect. In any event of early termination all fees for the full term of the Agreement are immediately payable and without the Agreement are immediately payable and may according to the processing of the processing through the Agreement are immediately payable and processing through the processing through the processing through the processing through the processing from the processing through the processing

Merchant hereby authorities IZ Payment Plan or its 'agent to collect said fees from any account owned by Merchant and/or guarantoris) via Automated Clearing House (ACH) Transaction and/or any other legally viable method.

Merchant agrees that, if the Merchant Agreement is terminated before completion of the initial term or any subsequent renewal term(s) for any reason other than a material uncured breach by Acquier, Merchant agrees that will be provided the provided of the list of the less of fee income. Acquier of the fee income they regulated for and Merchant agreed to pay to calculate the damages. Acquier will calculate [all the fee income that would have been generated on an inorthly basis based on the Merchant's volume representations on in this 'Merchant Application and Processing Agreement' including all fees that would be due and payable based on the "IZ Payment Plan and Single Check Conversion Pricing" and multiply the average amount by the number of months remaining in the theory current term.

Agreement' including all fees that would be due and payable based on the "EZ Payment Plan and Single Check Conversion Pricing" and multiply the average amount by the number of months remaining in the theory-current term.

The conversion of the conversion of the initial term or any subsequent renewal term of the conversion of the initial term or any subsequent renewal term of the conversion of the initial term or any subsequent renewal term of the conversion of the initial term or any subsequent renewal term of the conversion of the initial term or any subsequent renewal term of the conversion of the initial term or any subsequent renewal term of the conversion of the initial term or any subsequent renewal term of the conversion of the initial term or any subsequent renewal term of the conversion of the initial term or any subsequent renewal term of the conversion of the initial term or any subsequent renewal term of the conversion of the initial term or any subsequent payment of goods and proversion of the conversion of th

(a) The tild daytime telephone number and drivers license or state issued in number with oppisation date (must be unexpired) being used as reference for the writer must be clearly written on the TADNIT of the check instruments.

A Comment of the Comment of the

(ii) MERCHANT ACKNOWLEDGES THAT THIS IS A LEGAL DOCUMENT AFFETING MERCHANT'S RIGHTS AND OBLIGATIONS. MERCHANT INTHIRA ACKNOWLEDGES THAT THEY HAVE BEEN EXCEPTION OF THE CONTROL OF THE CON

Merchant authories L'reynem l'han to octain an investigative and/or commercreat report, persona annor commercian in nature, in connection with this Agreement.

B. Electroic Debuff, Ceréd Authorisation
Merchant hereby authorites £2 Payment Plan, in accordance with this Agreement, to initiate debuff, cere times to Merchant's accounts. This authority is to remain in full force and effect until:

[a) all obligations of Merchant to £2 Payment Plan that have assien under this Agreement have been pad in full, and

[b) £2 Payment Plan has received written notification from Merchant of £1 termination, in such a manner as to afford £2 Payment Plan reasonable opportunity to act on it. This authoritation extends, but in to fill intend to 4, unrelies to Merchant's account for these, applied percentage, monthly minimum, Caragebacks, retrievals, check and check instrument rejects, and any other incidents

EZ Payment Plan

6474 SOUTH QUEBEC STREET ENGLEWOOD, CO 80111