



Office Technologies

CUSTOMER ("YOU" OR "YOUR")FULL LEGAL NAME **Anderson, County Of**ADDRESS **100 N Main St****AGREEMENT**GREATAMERICA FINANCIAL SERVICES CORPORATION
605 FIRST STREET SE, CEDAR RAPIDS IA 52401
PO BOX 609, CEDAR RAPIDS IA 52408-0609AGREEMENT NO. **1747284****VENDOR (VENDOR IS NOT OUR AGENT AND IS NOT AUTHORIZED BY US TO ACT ON OUR BEHALF OR TO WAIVE OR ALTER ANY PROVISION OF THIS AGREEMENT)**

Business Machines Company

Knoxville, TN

EQUIPMENT AND PAYMENT TERMS

TYPE, MAKE, MODEL NUMBER, SERIAL NUMBER, AND INCLUDED ACCESSORIES

 SEE ATTACHED SCHEDULE**2 Epson M5799 System****EQUIPMENT LOCATION As Stated Above**

(PLUS TAX)

TERM IN MONTHS **60**MONTHLY PAYMENT AMOUNT* **\$44.00**PURCHASE OPTION* **Fair Market Value****ADDITIONAL TERMS AND CONDITIONS**

AGREEMENT. You want us to now pay your Vendor for the equipment and/or software referenced herein ("Equipment") and the amounts your Vendor indicated on the invoice to us for the Equipment for related installation, training, and/or implementation costs, and you unconditionally agree to pay us the amounts stated under the terms of this agreement ("Agreement") each period by the due date. This Agreement will begin on the date the Equipment is delivered to you or any later date we designate. We may charge you a one-time origination fee of \$89.50, if any amount payable to us is past due; you will pay a late charge equal to: (1) the greater of ten (10) cents for each dollar overdue or twenty-six dollars (\$26.00), or (2) the highest legal charge, if any.

NET AGREEMENT. THIS AGREEMENT IS NON-CANCELABLE FOR THE ENTIRE AGREEMENT TERM. YOU UNDERSTAND WE ARE PAYING FOR THE EQUIPMENT BASED ON YOUR UNCONDITIONAL ACCEPTANCE OF IT AND YOUR PROMISE TO PAY US UNDER THE TERMS OF THIS AGREEMENT, WITHOUT SET-OFFS FOR ANY REASON, EVEN IF THE EQUIPMENT DOES NOT WORK OR IS DAMAGED, EVEN IF IT IS NOT YOUR FAULT.

EQUIPMENT USE. You will used the Equipment in good working order, use it for business purposes only, and not modify or move it from its initial location without our consent. You must resolve any dispute you may have concerning the Equipment with the manufacturer or Vendor. Payments under this Agreement may include amounts you owe your Vendor under a separate arrangement (for maintenance, service, supplies etc.) which amounts may be deducted by us or your Vendor's behalf for your convenience.

SOFTWARE/DATA. Except as provided in this paragraph, references to "Equipment" include any software referenced above or installed on the Equipment. We do not own the software and cannot transfer any interest in it to you. We are not responsible for the software or the obligations of you or the lessor under any license agreements. You are solely responsible for protecting and removing any confidential data/images stored on the Equipment prior to its return for any reason.

NO WARRANTY. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOU HAVE ACCEPTED THE EQUIPMENT "AS-IS". YOU CHOOSE THE EQUIPMENT, THE VENDOR AND ANY/all SERVICE PROVIDERS) BASED ON YOUR JUDGMENT. YOU MAY CONTACT YOUR VENDOR FOR A STATEMENT OF THE WARRANTIES, IF ANY, THAT THE MANUFACTURER OR VENDOR IS PROVIDING. WE ASSIGN TO YOU ANY WARRANTIES GIVEN TO US.

ASSIGNMENT. You may not sell, assign or otherwise the Equipment or this Agreement without our written consent. We may sell or assign this Agreement or our rights in the Equipment in whole or in part, to a third party without notice to you. You agree that if we do so, the assignee will have our rights but will not be subject to any claim, defense, or set-off assertions against us or anyone else.

LAW/FORUM. This Agreement and any claim related to this Agreement will be governed by Iowa law. Any dispute will be adjudicated in a state or federal court located in Linn County, Iowa. You consent to personal jurisdiction and venue in such courts and waive transfer of venue. Each party waives any right to a jury trial.

LOSS OR DAMAGE. You are responsible for any damage to or loss of the Equipment. No such loss or damage will release you from your payment obligations hereunder. We are not responsible for, and you will indemnify us against, any claims, losses or damages, including attorney fees, in any way relating to the Equipment or data stored on it. In no event will we be liable for any consequential or indirect damages.

INSURANCE. You agree to maintain commercial general liability insurance acceptable to us. You also agree to: (1) keep the Equipment fully insured against loss at its replacement cost, with us named as loss payer, and (2) provide proof of insurance satisfactory to us no later than 30 days following the commencement of the Agreement and thereafter upon our written request. If you fail to maintain property loss insurance satisfactory to us and/or you fail to timely provide proof of such insurance, we have the option, but not the obligation, to secure property loss insurance on the Equipment from a carrier of our choosing in such form and amounts as we deem reasonable to protect our interests. If we secure insurance on the Equipment, we will not name you as an insured party; your interests may not be fully protected, and you will reimburse us the premium which may be higher than the premium you would pay if you obtained insurance, and which may result in a profit to us through an adjustment in reinsurance. If you are current in all your obligations under the Agreement at the time of loss, any insurance proceeds received will be applied, at our option, to repair or replace the Equipment, or to pay off the remaining payments due or to become due under the Agreement plus our claimed resultant loss (both discounted at 1% per annum).

TAXES. We own the Equipment. You will pay when due, either directly or by remitting us, all taxes and fees relating to the Equipment and this Agreement. Sales or use tax due upfront will be payable over the term with a finance charge.

END OF TERM. At the end of the term of this Agreement (or any renewal term) (the "End Date"), this Agreement will renew month to month unless: (a) we receive written notice from you, at least 30 days prior to the End Date, of your intent to return the Equipment, and (b) you timely return the Equipment to the lessor designated by us, at your expense. If a Purchase Option is indicated above and you are not in default on the End Date, you may purchase the Equipment from us MSRP for the Purchase Option price. If the returned Equipment is not immediately available for use by another without need of repair, you will reimburse us for all repair costs. You cannot pay off this Agreement or return the Equipment prior to the End Date without our consent; if we consent, we may charge you, in addition to other amounts listed, an early termination fee equal to 5% of the amount we paid for the Equipment.

DEFAULT REMEDIES. If a payment becomes 12+ days past due, or if you otherwise breach the Agreement you will be in default, and we may require that you return the Equipment to us at your expense and pay us: (1) all past due amounts, and (2) all remaining payments for the unexpired term, plus our booked residual discounted at 1% per annum, and we may disclose or repossess the Equipment and use all other legal remedies available to us. You agree to pay all costs and expenses (including reasonable attorney fees) we incur in any dispute with you related to this Agreement. You agree to pay us 15% interest per month on all past due amounts.

UCC. You agree that this Agreement is (and/or shall be treated as) a "Finance Lease" as that term is defined in Article 2A of the Uniform Commercial Code ("UCC"). You agree to forgo the rights and remedies provided under sections 507-522 of Article 2A of the UCC.

MISCELLANEOUS. This Agreement is the entire agreement between you and us relating to the Equipment and supersedes any prior representations or agreements, including any purchase orders. Amounts payable under this Agreement may include a profit to us. The parties agree that the original hereof for enforcement and perfection purposes, and the sole "record" constituting "chain of title" under the UCC, is the paper copy hereof bearing (i) the original or a copy of either your manual signature or an electronically applied indication of your intent to enter into this Agreement, and (ii) our original manual signature. Any change must be in writing signed by each party.

APPLICABLE TO GOVERNMENTAL ENTITIES ONLY

You hereby represent and warrant to us that as of the date of the Agreement: (a) the individual who executed the Agreement had full power and authority to execute the Agreement on your behalf; (b) all required procedures necessary to make the Agreement a legal and binding obligation against you have been followed; (c) the Equipment will be operated and controlled by you and will be used for essential government purposes for the entire term of the Agreement; (d) that all payments due and payable for the current fiscal year are within the current budget and are within an available, unencumbered appropriation; (e) you intend to pay all amounts payable under the terms of the Agreement when due; if funds are legally available to do so; (f) your obligations to remit amounts under the Agreement constitute a current expense and not a debt under applicable state law; (g) no provision of the Agreement constitutes a pledge of your tax or general revenues; and (h) you will comply with any applicable information reporting requirements of the tax code, which may include 8038-G or 8038-GC Information Returns. If funds are not appropriated to pay amounts due under the Agreement for any future fiscal period, you shall have the right to return the Equipment to the location designated by us; provided at least thirty (30) days prior to the start of the fiscal period for which funds were available, without penalty or additional expense to you (other than the expense of returning the Equipment to the location designated by us); (i) the lessor is a state or a fully constituted political subdivision or agency of the state in which you are located; (j) funds have not been appropriated for the applicable fiscal period to pay amounts due under the Agreement; (k) such non-appropriation did not result from any act or failure to act by you; and (l) you have exhausted all funds legally available for the payment of amounts due under the Agreement. You agree that this paragraph shall only apply if and to the extent that state law precludes you from entering into the Agreement if the Agreement constitutes a multi-year unconditional payment obligation.

OWNER (WE/WE/WE/WE/WE)

THIS AGREEMENT IS NON-CANCELABLE FOR THE FULL AGREEMENT TERM. THIS AGREEMENT IS BINDING WHEN WE EXECUTE THIS AGREEMENT AND PAY FOR THE EQUIPMENT.

OWNER: GreatAmerica Financial Services Corporation

SIGNATURE DATE 3/2/2022
PRINT NAME & TITLE Jeff Coyle**CUSTOMER'S AUTHORIZED SIGNATURE**CUSTOMER (As Stated Above)
SIGNATURE DATE 3/2/2022
PRINT NAME & TITLE Jeff Coyle



Anderson County Purchasing Department

Royden Cracker Phone - (865) 457-6251
Anderson County Courthouse Fax - (865) 264-6252
100 North Main Street, Room 214 Email - r.cracker@andersoncountyttn.gov
Clinton, Tennessee 37160-3619 Web - www.AndersonCountyTN.gov

Memorandum

COPY

Date: February 23, 2022

To: Jay Yeager, Law Director

From: Royden Cracker

Subject: CONTRACT ADDENDUM

- First American Payment Systems (Bonfire)
- Merchant Services
- Anderson County Parks & Recreation
- Term: Remainder of three year term, ending 11/30/2023

Please review the enclosed contract and approve to legal form. Thank you.



100 Throckmorton Street, Suite 1800 • Fort Worth, Texas 76102
(877) 317-4100 • Fax: (866) 460-5475 • www.firstamerican.net

RATES & FEES ADDENDUM

(VISA®/MASTERCARD®/AMERICAN EXPRESS®/DISCOVER®/PAYPAL™)
(Subject to Bank Approval)

CREDIT/CHECK CARD RATES

Card Types to be Accepted (Visa/MasterCard): Both Credit/Business Consumer Signature Debit

Please note: If MERCHANT elects not to accept both, additional registration is required by Visa and MasterCard, and approval of the merchant account will be delayed until all necessary forms are submitted.

Tiersed Pricing

Credit Card (V/MC/DS/PP)	Surcharge Rate:	Credit Card (AMEX)	Transaction/Authorization Fee (V/MC/DS/PP):
Qualified Discount Rate	% Mid-Qualified	% Non-Qualified	% Discount Rate
Check Card (V/MC/DS):	Surcharge Rate:		\$ Transaction/Authorization Fee(AMEX):
Qualified Discount Rate	% Mid-Qualified	% Non-Qualified	% Per Item Fee: \$

Interchange rates and levels at which transactions qualify are based on several factors, including but not limited to: Merchant's business type, method of sale, processing procedures, transaction amount and type of card accepted for payment. American Express rates are based on the actual amount of each transaction and will be assessed a 0.30% charge for any non-swiped or digitally enabled transactions. The previously mentioned factors and/or deviations from the standards established by Visa®/MasterCard/American Express/Discover/PayPal may result in increased rates. If applicable, Transactions that fall within the Mid-Qualified or Non-Qualified category will be assessed the surcharge rates listed above. See the Merchant Processing Terms & Conditions and the American Express Card Acceptance Terms & Conditions for additional information and terms of use. In addition to the Transaction Fee listed above, a Per Item Fee will also be assessed on each check card transaction. AMEX prepaid transactions will be processed at the AMEX Discount Rate stated above. Eligible Merchants will be set up with the above listed AMEX rate(s) through American Express' OptBlue program, if available. If Merchant's account is not eligible for the OptBlue program, Merchant will be set up directly with American Express under their current rates. If Merchant accepts debit or EBT transactions and Debit/EBT fees on the Merchant Application and Agreement are not completed, debit and EBT transactions will be assessed with the transaction/authorization fee listed above and debit interchange will be billed at pass-through rates.

Other Fees† (See the Merchant Processing Terms & Conditions for information relating to these and other fees.)

Batch/Settlement Fee: \$0.25 per batch	Monthly Maintenance Fee: \$	Regulatory Compliance Fee: \$3.42 per month
Breach Protection Fee: \$4.95 per month	Annual Fee: \$95.00 per year	

Daily Discount (Default) or Monthly Discount

*STATEMENT NOTICE: Unless specified otherwise, monthly statements available online through PayView. The First American website (FANet) and password will be provided in your welcome kit.

Would Merchant like to receive American Express marketing materials? Yes No (See the American Express Card Acceptance Terms & Conditions for additional information.)

Swiped/Keyed (V/MC/DS/PP)

SWIPED Discount Rate: %	SWIPED Per Item Fee: \$	SWIPED/KEYED Transaction Fee	<input type="checkbox"/> Pass all brand fees to Merchant
KEYED Discount Rate: %	KEYED Per Item Fee: \$	\$	

If Merchant accepts debit or EBT transactions and Debit/EBT fees on the Merchant Application and Agreement are not completed, debit and EBT transactions will be assessed with the transaction/authorization fee listed above and debit interchange will be billed at pass-through rates.

Swiped/Keyed (Amex)

SWIPED Discount Rate: %	SWIPED Per Item Fee: \$	SWIPED/KEYED Transaction Fee	<input type="checkbox"/> Pass all brand fees to Merchant
KEYED Discount Rate: %	KEYED Per Item Fee: \$	\$	

American Express rates are based on the actual amount of each transaction. See the American Express Card Acceptance Terms & Conditions for additional information and terms of use. AMEX prepaid transactions will be processed at the AMEX Discount Rate stated above. Eligible Merchants will be set up with the above listed AMEX rate(s) through American Express' OptBlue program, if available. If Merchant's account is not eligible for the OptBlue program, Merchant will be set up directly with American Express under their current rates.

Would Merchant like to receive American Express marketing materials? Yes No (See the American Express Card Acceptance Terms & Conditions for additional information.)

Other Fees† (See the Merchant Processing Terms & Conditions for information relating to these and other fees.)

Batch/Settlement Fee: \$0.25 per batch	Monthly Maintenance Fee: \$	Regulatory Compliance Fee: \$3.42 per month
Breach Protection Fee: \$4.95 per month	Annual Fee: \$95.00 per year	

Daily Discount (Default) or Monthly Discount

*STATEMENT NOTICE: Unless specified otherwise, monthly statements available online through PayView. The First American website (FANet) and password will be provided in your welcome kit.

Would Merchant like to receive American Express marketing materials? Yes No (See the American Express Card Acceptance Terms & Conditions for additional information.)

Flat Rate Pricing

Credit Card (V/MC/DS/PP):	Credit Card (AMEX):	Transaction/Authorization Fee:	Monthly Fee:
Qualified Discount Rate: <input type="checkbox"/> 0% <input checked="" type="checkbox"/> 3.49%	Discount Rate: <input type="checkbox"/> 0% <input checked="" type="checkbox"/> 3.49%	\$ 0.35	\$ 0.00

American Express rates are based on the actual amount of each transaction and will be assessed a 0.30% charge for any non-swiped or digitally enabled transactions. See the Merchant Processing Terms & Conditions and the American Express Card Acceptance Terms & Conditions for additional information and terms of use. AMEX prepaid transactions will be processed at the AMEX Discount Rate stated above. Eligible Merchants will be set up with the above listed AMEX rate(s) through American Express' OptBlue program, if available. If Merchant's account is not eligible for the OptBlue program, Merchant will be set up directly with American Express under their current rates. If Merchant accepts debit or EBT transactions and Debit/EBT fees on the Merchant Application and Agreement are not completed, debit and EBT transactions will be assessed with the transaction/authorization fee listed above and debit interchange will be billed at pass-through rates. Additionally, a Merchant Location Fee for MC (MER LOG FEE MC) may be assessed.

Other Fees (See the Merchant Processing Terms & Conditions for information relating to these and other fees.)

Breach Protection Fee: \$4.95 per month	Annual Fee: \$95.00 per year	Batch/Settlement Fee: \$0.25 per batch
<input type="checkbox"/> Daily Discount (Default) or <input checked="" type="checkbox"/> Monthly Discount		

*STATEMENT NOTICE: Unless specified otherwise, monthly statements available online through PayView. The First American website (FANet) and password will be provided in your welcome kit.

Would Merchant like to receive American Express marketing materials? Yes No (See the American Express Card Acceptance Terms & Conditions for additional information.)

Merchant Name: PARKS AND RECREATION C

Last 6 of MID (if existing): 440936

RATES & FEES ADDENDUM, Continued

Split Flat Rate Pricing					
Credit Card (V/MC/DS/PP)	CheckCard (V/MC/DS/PP)	Transaction/Authorization Fee:	Monthly Fee:		
Discount Rate: % Per Item Fee \$	Discount Rate: % Per Item Fee \$	\$	\$		
Credit Card (AMEX): Discount Rate: % Per Item Fee \$					
American Express rates are based on the actual amount of each transaction and will be assessed a 0.30% charge for any non-swiped or digitally enabled transactions. See the Merchant Processing Terms & Conditions and the American Express Card Acceptance Terms & Conditions for additional information and terms of use. AMEX prepaid transactions will be processed at the AMEX Discount Rate stated above. Eligible Merchants will be set up with the above listed AMEX rate(s) through American Express' OptiLine program, if available. If Merchant's account is not eligible for the OptiLine program, Merchant will be set up directly with American Express under their current rates. If Merchant accepts debit or EBT transactions and Debit/EBT fees on the Merchant Application and Agreement are not completed, debit and EBT transactions will be assessed with the transaction authorization fee listed above and debit interchange will be billed at pass-through rates.					
Other Fees (See the Merchant Processing Terms & Conditions for information relating to these and other fees.)					
Breach Protection Fee: \$4.95 per month	Annual Fee: \$95.00 per year	Batch/Settlement Fee: \$0.25 per batch			
<input checked="" type="checkbox"/> Daily Discount (Bureau) or <input type="checkbox"/> Monthly Discount					
*STATEMENT NOTICE: Unless specified otherwise, monthly statements available online through FastView. The FastView website (URL) and password will be provided in your welcome kit.					
Would Merchant like to receive American Express marketing materials? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No (See the American Express Card Acceptance Terms & Conditions for additional information.)					
PCI PROGRAM INFORMATION (See the Merchant Processing Terms & Conditions for information relating to these and other fees.)					
<input checked="" type="checkbox"/> Annual PCI Fee: \$124.75	<input checked="" type="checkbox"/> Monthly PCI Fee: \$14.95	<input checked="" type="checkbox"/> PCI NonCompliance Fee: \$ 12.95			
SERVICE FEE INFORMATION (See the Merchant Processing Terms & Conditions for information relating to these and other fees.)					
Retrieval Fee: \$10.00 per item	Chargeback Fee: \$25.00 per item	Return Draft Fee: \$30.00 per item			
DDA/DBA Change Fee: \$35.00	Voice Authorization Fee: \$0.95 per request	Monthly Minimum: \$25.00 per month			
AVS Fee: \$0.025 per transaction	Monthly Funding (V/MC/D/A): Rate 0.05% (\$4.00 max per Card Brand)				
Additionally dues, fees, and assessments ("DF&A") will be assessed on each transaction. DF&A for each card brand will be reflected as a separate line item on Merchant's monthly statement. The following brand-related fees may be assessed or be itemized on Merchant's statements: Auth Processing Fee for VS Credit (AUTH PRC CR VS), Auth Processing Fee for VS DB (AUTH PRC DB VS), Auth Processing Fee for VS International Credit (AUTH PRC CR INTL VS), Auth Processing Fee for VS International DB (AUTH PRC DB INTL VS), Primary Account Number Status Check-VS (PAN STATUS CHECK-VS), Primary Account Number Status Check-VS Debit (PAN STATUS CHECK-VS DB), Primary Account Number Status Check-VS International (PAN STATUS CHECK-VS INTL), Non-Settle Fee for VS (NON STL VS TRAN), Transaction Integrity Fee for VS (TIF FOR VS TRAN), Zero Floor Limit for VS (NO AUTH VS TRAN), Cross Border Fee for VS (XBRD FOR VS VOL), International Assessment Fee for VS (INTL FOR VS VOL), Fixed Acquirer Network Fees for VS (INTWK FEE FOR VS), Base II System Fee Transmission Fee for VS (TRANSMISSION VS), Network Acquirer Brand Usage Fee or NABU / Safety Net for MC (BRND USG FEE/SAFETY NET MC), Primary Account Number Status Check-MC International (PAN STATUS CHECK-MC-INTER), Primary Account Number Status Check-MC International (PAN STATUS CHECK-MC INTL), Processing Integrity Fee-Presauthorization (PREAUTH-MC), Processing Integrity Fee-Undefined Authorization (UNDEF AUTH-MC), Processing Integrity Fee-Final Authorization (FNL AUTH-MC), Processing Integrity Fee-Final Authorization-Minimum (FNL AUTH MIN-MC), Nominal Amount Authorization MC (NOM AMT AUTH-MC), Global Acquiring Program Fee for MC (ACQ PRC MC VOL), Crisis Border Fee for MC (XBRD FOR MC VOL), Network & Location Fee for MC (INTWK/MER FEE - MC), Excessive Authorization Attempts (EXCESSIVE AUTH ATTEMPTS-MC), Acquirer Interchange Compliance Downgrade Fee-MC (INT COMP DWNGRD-MC), Digital Enablement Fee for MC (DGT ENBL MC VOL), Data Usage for DS (DAT USG DS TRAN), International Processing Fee for DS (INTL PRC DS VOL), International Service Fee for DS (INTL SRV DS VOL), Program Integrity Fee for DS (PRG INTEGRITY FEE DS), Access Fee for DS (ACCESS FOR DS), Inbound Fee for AX (INBOUND AX VOL), Assessment Fee for AX (ASSESSMENT FEE-AX), Non-Swiped Transaction Fee for AX (NONSWIPE AX VOL) and Non-swiped Application Initiated Transaction Fee (NONSWIPE APP INT AX VOL).					

Merchant and Guarantors by signing below agree to have received, read, and be bound by the Merchant Application & Agreement and Merchant Processing Terms & Conditions. Merchant and Guarantors acknowledge that the Addendum contained herein is governed by the Merchant Application & Agreement, Merchant Processing Terms & Conditions and any other documents executed in connection therewith. By signing below, Merchant and Guarantors also acknowledge that this addendum is an integral part of the Merchant Application & Agreement and that fees incurred by Merchant may be listed on this Addendum as well as the Merchant Application & Agreement or in the Merchant Processing Terms & Conditions. In the event Merchant accepts a rate or fee reduction on any rate or fee set forth herein, the Term of the Merchant Application & Agreement shall automatically be extended for an additional two (2) year term from the date of the current contract end date.

Ben Teller
#1 FROM APPLICATION—SIGNATURE

Parks Director
Title

2-23-22
Date

#2 FROM APPLICATION—SIGNATURE

Title

Date

Merchant Processing Terms & Conditions

This AGREEMENT is made by and between First American Payment Systems, Inc., an Ohio corporation ("BANK") and MERCHANT whose name and address are stated on the Merchant Application & Agreement.

WHILE BANK is engaged in the business of financial transaction processing which includes but is not limited to the processing of wire transfers for the payment of charges levied by the holders of bank cards bearing the Visa U.S.A. Inc. ("Visa") Marketing Association logo (hereinafter "MasterCard"), American Express, Travel Related Services Company and the "American Express" U.S. Network LLC ("Discover Card Physical"), trademarks, service marks and service electronic Benefit Transfer ("EBT") and other electronic payment cards, each of which may hereinafter referred to as a "Bank Card" and

AND IF US FIFTH THIRD BANK, N.A., an Ohio banking corporation, Member FDIC, has entered into an agreement with First American Payment Systems, L.P. ("First American") authorizing First American to provide the services described below, subject to the terms and conditions set forth in this Agreement, and

WHEREAS, MERCHANT hereby warrants that it is engaged in a lawful business and is duly licensed under the laws of the state, county, and city designated by MERCHANT on the Merchant Application & Agreement to conduct such business; and

WHEREAS, MERCHANT currently accepts or desires to accept bank cards for its own account's purchases or payment of goods and services it provides or anticipates providing; and

WHEREAS, MERCHANT warrants that neither it nor any of its officers, directors, partners, managers or owners has been terminated for any reason by any bank or any processor in connection with any agreements regarding depositing or processing bank card sales transactions.

NOW THEREFORE in consideration of the representations, covenants, and promises made herein the receipt and sufficiency of which are acknowledged, BANK and MERCHANT agree as follows:

Agreement: Reference is made to "Agreement" includes the Merchant Application & Agreement, these Merchant Processing Terms & Conditions, the additional terms and conditions located at www.merchandisefunds.com, all supplements, schedules, and appendices, plus any additional license documentation, and any other documents requested by BANK and setting out the terms of any service provided by BANK in connection with the Merchant Application & Agreement. This Agreement is not in full force and effect until accepted by BANK. BANK may refuse to amend the Merchant Policy section without written notice to MERCHANT prior to accepting the Agreement. MERCHANT acknowledges that BANK will provide transaction processing hereunder through First American or other third parties. MERCHANT agrees that First American may perform the functions of BANK hereunder and that First American may receive the benefit of not enforcing the terms of the Agreement against MERCHANT and any third party, all in violation of BANK's rights hereunder, whether or not BANK is a party to such proceeding or transaction.

Bank Card Authorization. MERCHANT understands and acknowledges that transactions must be authorized.

Transaction Records. MERCHANT agrees to furnish and deliver to BANK all bank card transactions on the same day they are processed.

Payments. MERCHANT understands that an authorization is not a guarantee of payment from BANK. All payments to MERCHANT will be legitimate and authorized bank card transactions valid or issued by BANK through the bank transfer system known as the Automated Clearing House ("ACH") procedure or governing rules adopted by the National Automated Clearing House Association, and shall be electronically transmitted to an account of the MERCHANT. MERCHANT understands that payments are transmitted daily via the ACH and bank transfers. However, BANK cannot guarantee the transmission of funds in any payment that is sent or credited by MERCHANT's bank. MERCHANT understands that due to the nature of the ACH and the electronic networks involved and the time required to handle such ACH entries can occur and payment to the MERCHANT will be delayed. In such cases the MERCHANT agrees to assist BANK to help resolve any disputes or credits to MERCHANT's account. MERCHANT agrees to provide BANK with 10 days prior to the date of the charge off account and to advise by BANK's next statement regarding charges to accounts. MERCHANT and not BANK or any persons that he represents or employs that account information is outlined in the Merchant Application & Agreement, credit card and all account documents. BANK is not responsible for incorrect account numbers unless proper notice is provided by MERCHANT to BANK. MERCHANT shall not change any of its accounts. All payments to MERCHANT for the amount of bank card transactions previously submitted to BANK shall be considered valid and complete unless otherwise indicated. Transaction fees, merchant fees, and other applicable fees of which are the responsibility of MERCHANT. Any payment made by BANK to MERCHANT shall be for the full amount the merchant owes under the Usury Commercial Code and is subject to subsequent review and verification by BANK. MERCHANT acknowledges that BANK shall have no obligation to make any payment to MERCHANT with respect to transactions described in Sections 8, 9, and 10 of this Agreement unless and until MERCHANT provides to BANK the requested documentation. If MERCHANT fails to provide requested documentation, such payment and the related compensation to BANK fees and other charges due BANK, hereinafter may be deducted from amounts due MERCHANT or may be deducted against one of MERCHANT's accounts if BANK's so-

wishes. The amount and manner by which amounts due to BANK are to be paid monthly or otherwise, as determined by BANK. All amounts owing to them by be deducted from amounts rendered to MERCHANT, debited against MERCHANT's account, or paid directly by MERCHANT directly to BANK or otherwise at BANK's direction. MERCHANT must notify BANK in writing of any changes to its account monthly after receipt (90) days after statement is made available on which the term of previous statement is ended to cover. MERCHANT agrees to examine all statements upon receipt and to verify all charges and items in any account against MERCHANT's bank statements and other information indicating acts of BANK and MERCHANT subject to relating to this Agreement or BANK's obligations hereunder. Name and account (BANK's right to funds used BANK under this Agreement or documents paid to MERCHANT). On notice of funds received within the ninety (90) day period, the account shall be deemed cleared and MERCHANT shall have no recourse to any amount overstatement or the correctly paid to MERCHANT may be deducted from any account of MERCHANT at the sole discretion of BANK and in any event, unless an objection of MERCHANT to BANK payable in full and demand.

Warranties by MERCHANT. MERCHANT warrants that it shall fully comply with all federal, state, and local bank rules and regulations, as amended from time to time, including, but not limited to, the Federal Truth-in-Lending Act and Regulation Z of the Board of Governors of the Federal Reserve System.

As to each bank card sale presented to BANK for payment, MERCHANT warrants the:

(a) MERCHANT has delivered MERCHANT's merchandise to the cardholder signing upon sales slip or completed MERCHANT's service described on the slip or debited such other card in accordance with MERCHANT's underlying agreement with the cardholder.

(b) Transfers expressly authorized in writing by BANK and as permitted by Visa, MasterCard and American Express rules and regulations, MERCHANT has not and shall not make any cash advances by cardholder, either directly or by deposit to the cardholder's account.

(c) Another MERCHANT has, any officer, director, officer, Plaintiff, partner or employee of MERCHANT ("Affiliate") has advanced any cash to cardholder or any person in connection with the purported bank card sale.

(d) MERCHANT warrants that it shall not, without the cardholder's consent, sell, purchase, provide, or exchange bank card account number information in the form of imprinted sales slips, reading lists, tapes, or any other media offered by issuer of a bank card transmission or otherwise to any third party other than to MERCHANT's agents for the purpose of assisting the MERCHANT in its business. To BANK, to Visa, to MasterCard, to American Express, to Discover or to PayPal or PIN funds EBT Networks or purchased in a valid subpoena.

(e) MERCHANT warrants that it will not submit any transactions that are not in compliance with both the Agreement and the applicable law, rule, or regulation and hereby indemnifies and holds BANK harmless against any loss or damage BANK may suffer as a result of a breach of this or any other warranty or agreement by MERCHANT.

(f) MERCHANT understands that transactions completed at one location may not be processed at another location.

(g) MERCHANT warrants it can not participate in assisting cardholder in entering PIN into the ATM entry device. MERCHANT also warrants that he disengages, removes, or other removes device in being used which would compromise security of his cardholder information.

(h) MERCHANT warrants it has not and will not increase interchange fee between First American and its users or partners with the operation of the POS equipment.

(i) MERCHANT shall not, under any circumstances, present to BANK a sales slip which has been split into multiple bank card transactions. It is an authorization number, or requested by MERCHANT, amounts of bank use only the authorization number obtained through the Inter-Automatic Network phone number provided by BANK. MERCHANT shall not use any number obtained by the cardholder or any type of number which has been obtained from any other source.

(j) MERCHANT is responsible to its cardholders' debts while on the premises.

(k) MERCHANT will not sell, purchase, provide, exchange or in any manner to cause Cash account number transaction or personal information of or about a cardholder to anyone other than BANK. In response to a valid government demand, the contents of any records, logs, audit trails, tapes, logins, database files and any other media created or obtained as a result of a transaction.

(l) Business Changes. MERCHANT shall provide at least forty (40) days written notice to BANK for any of the following changes through MERCHANT's business, including any change in goods or services sold, name, entity type, or address, change of Sales Policy, or amendment to the Merchant Application & Agreement, any membership in another association or with any other entity or any other aspect of MERCHANT. At all times MERCHANT must provide BANK with its current mailing address (BANK) shall have the right to change or cancel the bank card account. (BANK) will inform cardholders if BANK receives a returned mail item with no forwarding address. BANK may instruct it to forward mailing MERCHANT's monthly statements until such time as the correct address has been provided by MERCHANT. MERCHANT shall not change its usual mailing address without giving notice to BANK to a new location unless the merchant account is inactive. In addition, if a merchant ceases to operate an unregistered bank or closure to the same premises where MERCHANT operates, may cancel bank or accounts without giving notice to MERCHANT. MERCHANT's operation may cease due to changes and/or agents that goes to any changes. Banks must test accept the change and confirm to MERCHANT as to whether MERCHANT has switched their card to a different company.

Merchant Credit Card Processing Terms & Conditions, continued

10. **Merchant Credit Card Processing Terms & Conditions.** (a) **Waiver of Liability.** It is understood and agreed that the transaction referred to the Agreement, MERCHANT may never deny any non-compliance between the Agreements and such other contract to the effect that it is liable, and request a modification to this Agreement to eliminate such non-compliance. (b) **Waiver of Dispute.** Agree to such modification to the extent it is consistent with BANK's policy and in conformity with their existing Visa, MasterCard, American Express, Discover, PayPal and/or Visa Debit/EBT Network rules, regulations, policies and terms. (c) BANK agrees to such modification in writing. The terms of this Agreement shall remain in full force and effect until any change is effected by the MERCHANT.

11. **Chargebacks.** MERCHANT expressly waives all rights and agrees to fully charge or debit funds by BANK against one of MERCHANT's accounts at a time if the type, rate of chargeback or renewal rights by a cardholder issuing bank, processor or issuer institution pursuant to applicable operating regulations or Visa, MasterCard, American Express, Discover, PayPal, Visa Debit/EBT Network or other card transaction organizations to the extent they may be in effect from time to time. MERCHANT also understands and acknowledges that BANK may debit or reduce MERCHANT's bank account regardless of whether the cardholder has returned merchandise. (e) MERCHANT understands that BANK will assess MERCHANT a fee as well as administrative costs as determined by BANK for each chargeback. MERCHANT, whether consumer or merchant or cardholder, shall not proceed to BANK by processing any transaction representing a transaction which has been previously charged back to MERCHANT and returned to MERCHANT. (f) MERCHANT's obligations and BANK's rights under this paragraph shall survive the cancellation of the Agreement. MERCHANT shall not be relieved from any liability for any transaction for which the cardholder paid with a bank card unless the cardholder notified a chargeback, the MERCHANT has fully paid for such chargeback, and the MERCHANT otherwise has the right to do so. Without prior notice, BANK shall have the right, at any time, to reduce MERCHANT's bank card transaction proceeds received from circuit banks, close any of MERCHANT's accounts and/or demand immediate payment from MERCHANT through ACH or otherwise for any bank card transaction which is disputed, questioned or returned to BANK by the financial institution or company which has issued the bank card (the "Card Issuer") and to chargeback such transaction to MERCHANT in any amount including but not limited to, the following standards:

(i) Where goods originally purchased have been refused to MERCHANT by card issuer and cardholder deposited a credit slip and such credit slip was not processed by MERCHANT.

(ii) Where the transaction had not been authorized as required.

(iii) Where sales slip covers goods or services other than those described in the Merchant Application & Agreement.

(iv) Where a cardholder returns to the Card Issuer that (i) goods or services were not received by cardholder or by authorized user, or (ii) goods or services received by cardholder or by authorized user do not conform in all material respects on the sales slip or (iii) goods or services were defective or of unsatisfactory quality.

(v) Where original sales slip is not received by BANK from MERCHANT when requested by BANK in accordance with this Agreement.

(vi) Where sales slip does not contain a transaction date or the last four digits of which reflect that such date or dollar amount has been altered or incorrectly entered.

(vii) Where the sales slip reflected to BANK concerns the return or cancellation of a card card other than the bank card purchased.

(viii) Where the transaction was generated through the use of an illegal bank card.

(ix) Where the signature on the sales slip is different from the signature appearing on the signature panel of the card or where no signature appears on the signature panel of the card.

(x) Where a Card Issuer or BANK has determined that a signature or usage occurred at the time of transaction whether or not the transaction was properly authorized by the Card Issuer or the cardholder participated in or authorized the transaction, where the Card Issuer determines that there is no bank card (including off the shelf) in number used.

(xi) BANK reasonably determines that the transaction is a forged, cloned, false, and not a bona fide transaction in MERCHANT's ordinary course of business or is subject to any form of illegality, contamination, manipulation, diversion or is subject for any reason, actual or potential, including breach, limitation, compromise, fraud, compromise or dishonesty on the part of card user, cardholder, MERCHANT or Affiliates.

(xii) In any situation where the sales slip is enclosed or credit given to MERCHANT in circumstances constituting a breach of any representation or warranty of MERCHANT, member or MERCHANT's violation of Visa, MasterCard, American Express, Discover, PayPal, or Visa Debit/EBT Network rules and regulations which has resulted in the card being charged back by the Card Issuer.

(xiii) As required by bank card transaction organization rules and regulations, as they may be amended from time to time.

(xiv) In such other circumstances where BANK determines or agrees in its sole discretion that the transaction has taken on a character to any extent which may result in a reduction under the paragraph and whether or not the transaction results in a chargeback.

(xv) If such request to any of MERCHANT's cards, the ratio of sales and card sales and fraud volume to bank card transaction history or the ratio of the number of bank card chargebacks to the number of bank card transactions reflects 1% or greater increased fraud rate percent (10%) for any given month to such month, without limiting other rights hereunder, BANK at its sole and absolute discretion may charge back all transactions taken at locations.

6. **Improper Transactions; Forward Commitments.** BANK may take funds out prior to processing transactions the Agreement with or without notice to inform MERCHANT to process a refund upon any information by BANK with regard to a forward commitment transaction or pursuant to an order, including but not limited to the following:

a. **Failure to Comply with Laws and Regulations.** It is understood and agreed that it is the intent of the parties with the Merchant Profile Section of the Merchant Application that the requirements of the Agreement or otherwise from the information represented or disclosed in the Merchant Profile Section of the Merchant Application, BANK may refuse to do any transaction which it deems to be illegal. MERCHANT acknowledges and agrees that BANK shall have no obligation to make any payment to MERCHANT with respect to such transaction unless and until MERCHANT provides to BANK the documentation sufficient for BANK to determine that the transaction is verified, legitimate, and BANK's risk has been mitigated. BANK reserves the right to do sole discretion to refuse or cancel the Merchant Profile Section of the Merchant Application & Agreement with or without notice to MERCHANT. MERCHANT acknowledges and agrees that transaction fees will be refunded as a result of BANK's failure to make payment to MERCHANT including but not limited to refunds, refunds, and credits.

7. **Regulation Securitization.** MERCHANT shall not proceed to BANK separately or indirectly, any transaction (i) not originated as a result of an act directly between card holder and MERCHANT, (ii) that MERCHANT processes for any other person or business, (iii) that results from a transaction outside MERCHANT's normal course of business as disclosed in the Merchant Application & Agreement, (iv) that MERCHANT claims or should have known to be fraudulent, improper, illegal, or not authorized by the cardholder or (v) that contains the account number of a bank card account issued to MERCHANT. Should MERCHANT do so, BANK may hold funds, suspend processing or terminate the Agreement with or without notice following the determination, at BANK's sole discretion, of improper, fraudulent, suspect, or other questionable transactions, including, but not limited to, transactions varying materially in character from the information represented or disclosed in the Merchant Profile Section of the Merchant Application & Agreement as approved by BANK. MERCHANT acknowledges and agrees that BANK shall have no obligation to make any payment to MERCHANT with respect to such transactional efforts and until MERCHANT provides to BANK the documentation sufficient for BANK to determine that the transaction is verified and legitimate, and BANK's risk has been mitigated. MERCHANT acknowledges no discount or transaction fees will be refunded as a result of BANK's withholding payment to MERCHANT, including but not limited to corporate refunds and credits.

8. **Exclusivity.** MERCHANT agrees that it will not use the services of any corporate entity or person other than BANK for the processing of bank card transactions.

9. **Term; Termination.** The initial term of this Agreement shall commence upon BANK's acceptance thereof (as evidenced by BANK's performance hereunder) and continue in full force and effect for the term set forth in the Acknowledgements section of the Merchant Application & Agreement. Thereafter, the Agreement will automatically renew for additional two year periods unless MERCHANT gives (and BANK receives) written notice of non-renewal prior to the end of the applicable term. The written notice must contain MERCHANT's signature as it appears on the Merchant Application & Agreement. In order to be accepted notwithstanding any other provision herein, the Agreement may be terminated by BANK, with or without cause or reason, and with or without notice. Termination by BANK for any reason may (at BANK's option) result in termination of all contracts in the area MERCHANT submits bank card transactions to BANK after the date of termination, the bank card transactions stay (or BANK's option) be processed subject to the terms and conditions of this Agreement. If this Agreement is terminated by MERCHANT prior to the end of the term or by BANK as a result of MERCHANT's breach, BANK will be entitled to recover and MERCHANT shall pay on demand, an early termination fee as set forth in the Acknowledgements section of the Merchant Application & Agreement for each MERCHANT location. Suspension of any ancillary service (i.e., Debt Check Services etc.) is subject to an early termination fee of \$100 per service & its total and immediate disconnection. BANK may also assess liquidated damages in connection with such termination which shall be the average monthly fees paid by MERCHANT to BANK for the last 12 months (or the number of months this Agreement has been in effect, if less than twelve months) times the number of months remaining in the term, plus any and all subjective losses, including consequential damages, costs, expenses and other liabilities incurred by BANK in connection with such termination. MERCHANT and BANK agree that (i) the amount of liquidated damages is to provide a measure of compensation for BANK in the event of a breach by MERCHANT in the form of early cancellation or non-adherence to certain key requirements; (ii) BANK's damages would be difficult or impossible to prove, and (iii) the amount of liquidated damages not form herein is a fair and reasonable estimate of such damages resulting from any breach or early termination by MERCHANT. BANK may hold payment of any amounts due MERCHANT to ensure that all obligations of MERCHANT are satisfied. MERCHANT remains liable for any and all unpaid amounts due under the agreements related to this Agreement. BANK AGREE MERCHANTS' early termination fee is up to five dollars (\$50.00).

10. **Terminated Merchant Profile/MATCH/CMNF.** MERCHANT may be placed on the Continued Terminated Merchant File (MATCH), or the Continuum Merchant Program if any violation of any terms of this Agreement or any bank card transaction organization rules and regulations. MERCHANT hereby releases, releases and holds BANK harmless from any claim it may incur as a result of BANK's actions hereunder to place a cardholder on MERCHANT being placed by BANK or as a result on the Continued Terminated Merchant File (MATCH) or other applicable tel events such events are reported.

11. **Attorneys' Fees and Collection Costs.** MERCHANT shall be liable for and shall indemnify and reimburse BANK to any attorney fees, arbitrator fees and expenses incurred by BANK in the enforcement thereof, including but not limited to collecting the amounts of obligations due from MERCHANT. BANK shall assess a collection fee of not more than two hundred dollars (\$200.00) in the collection of any obligation or amounts due by MERCHANT.

12. **For Disclosure.** Pursue from "Through State" that there is a person or entity and reimburse BANK to any attorney fees, arbitrator fees and expenses incurred by BANK in the enforcement thereof, including but not limited to collecting the amounts of obligations due to MERCHANT. The Visa, MasterCard, American Express, Discover and PayPal accounts listed in the Merchant Application.

Merchant Credit Card Processing Terms & Conditions, continued

4. Agreement applies to "Qualified" Banks listed below. Article 10 of Appendix 1 to the body of the agreement signed by Merchant and Acquirer Bank is referred to as the "Qualified Merchant Agreement". Merchant and Acquirer Bank shall be referred to as "Qualified Credit Card Processor" and "Acquirer". Other than the provisions of the Agreement contained in Article 10, this Agreement applies to "Qualified" Banks and their branches. If the Agreement does not apply to a particular branch, then reference of "Qualified" is construed to refer to "Qualified Cards and Checks" below.

"Qualified" Banks include those which: (i) have no minimum amount required per transaction and (ii) settled within one appendicular time frame and the applicable terms and other requirements imposed by the bank card brands or HABs. Other transactions are categorized as "Non-Qualified" or "Non-Qualified Transactions". Non-Qualified transactions include but are not limited to those transactions where the card is deducted with a type of account prior to the net float requirement imposed by the card brand or before HABs. Non-Qualified transactions include but are not limited to those transactions where the authorization was obtained by calling a merchant's Voice Authorization Unit (VAU) or Authorization number that card is affiliated with a specific issuer program. The transaction may not settle in the appropriate time frame of the transaction but may meet the requirements imposed by the bank card brands or HABs. These "Non-Qualified" or "Non-Qualified" transactions may be subject to increased fees under Lawstate Rule as determined by HABs.

"Debt Transaction Fee" shall mean a fee charged on each debt transaction submitted for authorization, regardless of the total amount of the transaction. "FAT Initiative Fee" shall mean a fee charged on each LBT transaction submitted for authorization, regardless of the total amount of the transaction. "Data Network Fee" shall be charged on each transaction submitted for authorization, regardless of the total amount of the transaction, at a rate set by the HABs or DebtNETT network, and shall be in addition to the Debt Transaction Fee. "Data Rejection Fee" shall mean a fee charged on each transaction submitted for authorization of no less than three cents (\$0.03 per transaction) for other debt related costs including, without limitation, debt sponsorship fees and network reprocessing.

Also, if you are a mail order telephone order or e-commerce MERCHANT, the bank and third organizations require additional data elements to be submitted as a part of the transaction record in order for the transactions to qualify for the lowest possible discount rate. Failure to submit the additional data elements or to meet all other required items imposed by the bank card brands/organizations will result in the payment of a higher discount rate.

TERMINATED FEES

Auth Processing Fee to VS Credit (Auth+PROG 10% VSI) (charged on every U.S. issued card authorization)

Auth Processing Fee to VS 10% (Auth+PROG DB+VSI) (charged on every U.S. issued check card authorization)

Auth Processing Fee for VS International Credit (Auth+PROG CR 10% VSI) (charged on every international issued card authorization)

Auth Processing Fee for VS International Debit (Auth+PROG DB 10% VSI) (charged on every international issued check card authorization)

Primary Account Number Status Check VS (PAN STATUS CHECK VS) (charged on every domestic credit card holder account status check)

Primary Account Number Status Check VS (PAN STATUS CHECK VS 10%) (charged on every domestic check card holder account status check)

Primary Account Number Status Check VS International (PAN STATUS CHECK VS DB) (charged on every international credit card holder account status check)

Non-Sale Fee for VS (PROG 10% DB VS) (charged on approved but not sold items for settled within 10 days of authorization)

Transaction Integrity Fee for VS (TIF PROG VS) (charged on credit, check and/or prepaid card transactions that do not meet HABs qualifications)

Zero 1 Day Limit for VS (PROG AUTH VS) (charged on settled transactions that cannot be matched to previously approved but not settled)

Cross Holder Fee for VS (PROG 10% VS VSI) (charged on foreign settled transactions)

International Assessment Fee to VS (PROG 10% VS VSI) (charged on foreign settled transactions)

Fee Acquirer Network Fees for VS (INTN PROG 10% VSI)

Batch 4 System File Transmitter Fee to VS (TRANSMITTER VS) (charged on every settled transaction)

Network Acquirer Brand Usage Fee / Safety Net fee MC (INTN PROG 10% VSI) (charged on every authorization)

Primary Account Number Status Check VS International (PAN STATUS CHECK VS DB) (charged on every foreign credit card holder account status check)

Primary Account Number Status Check VS International (PAN STATUS CHECK VS DB) (charged on every domestic credit card holder account status check)

Processing Integrity Fee - Preauthorization (TIF PROG MC) (charged per authorization transaction or reversal within 10 calendar days from the authorization)

Processing Integrity Fee - Post Authorization (TIF PROG MC) (charged per authorization transaction not cleared within seven calendar days from the authorization)

Processing Integrity Fee - Post Authorization (TIF PROG MC) (charged per authorization transaction not cleared within seven calendar days from the authorization and before the seven calendar days of the last date of the last authorization transaction)

Normal Authorization Fee (MC) (Auth+PROG 10% VSI) (charged per normal authorization transaction)

Processing Integrity Fee - Post Authorization (TIF PROG MC) (charged per authorization transaction not cleared within seven calendar days from the authorization and before the seven days and the opening statement of the last authorization transaction)

Global Acquiring Program Fee to MC (MC 10% VSI) (charged on foreign settled transactions)

Cross Border Fee for MC (PROG 10% VS VSI) (charged on foreign settled transactions)

Global Acquiring Program Fee to MC (INTN PROG 10% VSI) (charged on foreign settled transactions)

Terminal Configuration Fee

Merchant Application Fee to MC (INTN PROG 10% VSI) (charged on foreign settled transactions)

Processor Authorization Approval Fee (EXCL. USA, AUS, AUSTRALIA) (Auth+PROG 10% VSI) (charged after 20 grossly verify issued credit/debit card on the first transaction and 120 total periods)

Acquirer Authorization Compliance Threshold Fee (Auth+PROG 10% VSI) (charged on each designated transaction)

Acquirer Transaction Fee (Auth+PROG 10% VSI) (charged on settled transactions that use 3D Secure Identity Check)

Acquirer Transaction Fee (Auth+PROG 10% VSI) (charged on settled transactions that use 3D Secure Identity Check + TRANS FEE MC) (charged on every authorization that uses 3D Secure Identity Check)

Data Usage Fee to DS (DAT DS VSI) (charged on every settled transaction)

International Processing Fee to DS (INTN PROG DS VSI) (charged on foreign settled transactions)

Interbank Services Fee to DS (INTN DS VSI) (charged on every settled transaction)

Interbank Access Fee to DS (ACCESS DS FOR DS)

Program Integrity Fee to DS (PROG INTN LIABILITY 10% DS) (charged on settled transactions qualifying for Mid and High Submission Rates)

Network Authorization Fee to DS (NETWORK AUTH FEES DS) (charged per authorization)

Access Fee to DS (ACCESS FOR DS)

Inbound Fee to AX (PROFOUND AX VSI) (charged on foreign offset transactions)

Data Quality Fee to AX (DATA QLT AX VSI) (charged on settled transactions that do not meet data quality standards)

Non-Compliance Fee to AX (NON COMPLIAX VOL) (charged on settled transactions that do not comply with technical specifications)

Assessment Fee to AX (ASSESSMENT FEE AX) (charged on settled transactions)

Non-Signed Transaction Fee to AX (NONSIGNATURE AX VOL) (charged on non-signed settled transactions)

Non-Signed Application Initiated Transaction Fee (NONSIGNATURE APP VOL AX VSI) (charged on digital wallet settled transactions)

These fees further detailed above are passed along to the merchant and may include an additional surcharge to cover bank sponsorship fees, bank reconciliation costs and other expenses associated with transaction processing.

ONLINE FEES "Transaction Fee" shall mean a fee charged on each transaction involving each debit card and each credit debit regardless of the total amount of the transaction. "Authorization Fee" shall mean the fee charged on each transaction irrespective whether approved or declined and whether or not the sale was actually charged. A "Non Settlement Fee" not be charged on all batch settlements. "Flat Rate Fee" shall not be charged on each transaction on each specified settled transaction. A Monthly Minimum fee may be charged and it can apply to Visa and MasterCard transactions only. An Annual Fee of not less than ninety five dollars (\$95.00) per year shall be charged and will be collected via ATM transfer within forty-five (45) days from the anniversary date of this Agreement and on the first business day of the anniversary month each year thereafter. An Annual Fee for Non-US ACCESS FOR DS will be charged on a monthly basis. An Advance Verification Service Fee (AVS) will be charged on transactions for all Card Islands on which the AVS service is offered. A "Monthly Maintenance Fee" will be charged for general account maintenance and online customer preparation. A "Telephone Inquiry Fee" may be charged at the same rate as the specified authorization transaction fee, for any non-EMV specific or merchant identifiable information to the merchant. A "Monthly Training Fee" may be charged for certain accounts for all Card Islands.

Additional fees are charged for use of Wireless terminals. These fees include: Wireless Transaction Settlement Fee, Wireless Activation/Deactivation Fee, and Wireless Active Fee, and are outlined in the Merchant Application & Agreement. If applicable, Wireless "Monthly Access Fee" includes TMB of wireless data per account (50M) and TMB usage in excess of the TMB allowance on an individual SIM card. In a given month may be charged at the rate of \$3.00 per MB. TMB on monthly minimum data may be set for individual SIMs at HABs' discretion. Using roaming service by replicating download counts result in average load and/or SIM deactivation due to reaching the maximum SIMs.

A "Merchant Benefits Package Monthly Fee" may be charged if MC (ACQUANT, Acquirers and/or Banks) The amounts detailed and associated fees are outlined in the Merchant Application & Agreement, if applicable.

REBATE Merchants who take advantage of the Next Day Funding Program may be charged a flat rate and/or fees as outlined in the Merchant Application & Agreement.

COMPLIANCE RELATED FEES Merchant agrees to comply with all security standards and guidelines that may be published from time to time by any card brand or large payment institution, including without limitation, the Payment Card Industry Data Security Standard ("PCI DSS"), the Visa Cardholder Information Security Program ("CISP"), the MasterCard San Data Protection Program ("SDP"), the Discover/PayPal Security Requirements, and the American Express® Data Security Operating Policy ("DSOP") and specifically the "Security Guidelines".

A "Regulatory Compliance Fee" will be charged in respect to applications, changes, merchant modifications and other requirements. The merchant or Acquirer or their respective operating procedures or any additional documents required by any local or international regulatory agency or regulatory authority. A "PCI Fee" may be charged on transactions with a PCI DSS compliance program where HABs may make other payments to PCI DSS audited entities directly or through a third party (BAN) who may have the right to charge an amount that reflects whether or not all HAB/Merchant participants in the program. A "Non-Compliance Fee" may be charged on a frequency to be determined by HABs to cover any additional fees or costs of PCI compliance, PCI DSS violations or annual monitoring of operations or for materially additional requirements imposed by any federal or state governmental agency or regulatory authority. A "Merchant Initiator Fee" may be charged for coverage of the cost of a data compromise or transaction with the Merchant Payment Program.

The above in the CUSP, PTP/PTPMS, Peer Banks' Collection Program covered in

[Merchant Credit Card Protection Terms & Conditions](#) | [continuer](#)

This document is governed by California Rule 11(e) and is subject to a jointly prepared and signed addendum agreement. Additional information regarding the terms of the program, including Program availability to help firms meet requirements under California Health and Safety Code §11360, may be obtained from the Breach Protection program at any time with or without notice. BAPB is not required to provide the terms and conditions of, or the features of, the Breach Protection Program. The Breach Protection Program does not constitute the requirements of M-110010 to become or remain PCI-DSS compliant as referenced in the PCI-DSS Compliant and Customer Information Security section of the Merchant Processing Terms & Conditions. In the event of a breach, please call the California Office of Statewide Health Planning and Development.

NON-TRADING FEES. MERCHANT further understands that BANK will assess Non-Trading Fees when applicable, as set forth in the paragraph BANK will assess MERCHANT a fee as well as administrative costs as determined by BANK for each chargeback through ACH, including but not limited to the following: Returns Fee (\$10.00 per item), Chargeback Fee (\$25.00 per item), and Return Shipp. Fee (\$10.00 per item). Additionally, MERCHANT shall be responsible for other fees including a UN/MIA Charge Fee (\$10.00 per item) and a Value Adjustment Fee (\$10.00 per item).

MERCHANT understands that Early Termination Fees may be charged by service as outlined in the Merchant Agreement & Agreement and Merchant Processing Terms & Conditions, if applicable. **MERCHANT** understands and agrees that BANK reserves the right to enforce any termination fees not previously specified in the "Fee Section" of the Merchant Agreement & Agreement that are billed to **MERCHANT** as a result of the above-mentioned services used by **MERCHANT** in communication with one other party best.

PDS RELATED FILES Equipment supplier provided shall consist of (i) replacement of printer receipt paper and (ii) replacement of receipt printed receipts only. Supplies provided are restricted for use with TELMEX processing services only and BANK reserves the right to terminate based upon MERCHANT transaction history. Not applicable to third party PDS requests.

PDS Terminal replacement services shall consist of replacement or repair, at BANK's option or at MERCHANT's processing equipment (not terminal, printer, pump or check reader). BANK will perform PDS service if (i) MERCHANT has honored and paid all amounts owed to BANK including, but not limited to, all amounts owed for Chargebacks and ACH rejects. (ii) the equipment has been returned to be in working order with BANK, (hereinafter the test will occur by MERCHANT submitting a transaction to BANK using the equipment that is being requested to be replaced). BANK, at its option, may use refurbished equipment for replacement and at BANK's sole discretion may substitute comparable equipment. BANK will charge a shipping fee or not less than seven dollars and twenty-five cents (\$7.25) plus applicable tax for each supply request. Additional fees will apply to orders above the standard quantities established by BANK. BANK shall charge a fee not less than seventy-five dollars (\$75.00) for shipping and handling on equipment exchanges or swaps and a fee not less than one hundred seventy-five dollars (\$175.00) for all premium equipment, including but not limited to, all electronic equipment and certain check imagers. MERCHANT is required to return all defective equipment replaced by BANK to BANK. BANK may assess a restocking fee of not less than fifty dollars (\$50.00) on all returned equipment. If equipment is not returned, BANK at the sole discretion, may assess a fee of not less than two hundred dollars (\$200.00) for each piece of equipment not returned and a fee of not less than one-hundred fifty dollars (\$150.00) for each piece of premium equipment not returned, including but not limited to all electronic equipment and certain check imagers. BANK reserves the right to assess a fee, to be determined by BANK, for equipment upgrades when equipment is not available or when MERCHANT's existing equipment is incapable of the latest supported by BANK.

1975 terminals may be made available for use by MERCHANT free of charge ("complementary equipment"). At BANK's option, MERCHANT is required to return all complementary equipment at the termination of the processing agreement with BANK. Failure to return the complementary equipment may result in BANK assessing a fee of not less than five hundred dollars (\$500.00) for each piece of equipment not returned and a fee of not less than one hundred fifty dollars (\$150.00) for each piece of premium equipment not returned including but not limited to wireless equipment and check scanners.

In the event MERCHANT ceases & fails to make all city bills or less than 10% of the total sum due under this Agreement, the term of this Agreement shall automatically be terminated by the non-delivery of such bills.

AMERICAN CARD SHOW is a service organized by the American Card Dealers and is authorized by GAMA.

represented. The first document had expected adoption of Article I (providing for a general debt repayment limit) by April 1998, and had intended for it to come into force in mid-2000. However, Member states had required time to discuss and amend each Article of the Treaty, and governments were given by the First Committee additional time.

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24 To obtain by all CANTERBURY TRUST'S operation to BANCA's Account Updater module
MISCELLANEOUS authorizations that BANK is the authority of record for processing transaction
through Account Updater;

(b) To expand a CAES Account Variable update for every participating VISA account in
BENEFITMENT to include the ability to issue a new card under VISA's branding.

It is required that all firms account for their accounts held until the SEPTEMBER 1st as an unexpired receivable and revenue.

[b] To update the customer account information within two (2) business days of receiving request.

162 To ensure that information contained in BANK is properly categorized and disseminated
163 throughout the organization, it is recommended that the following be done:

It is aimed at those who have had little or no previous experience of business law, and it is intended to give them a general knowledge of the basic principles of law.

(g) Not to request authorization on accounts that have returned a response of "Closed Account".

(b) 諸君の御用意を以て、JANEX が本件に付する旨を記入せよ。

GERM SURCHARGE MERCHANT must NOT charge a surcharge on any Direct Debit.

retransmission. **MEETUPANT** will be liable for all losses, fees or damages that may be incurred by First American or the Debtor/EST network or any other brand or network as a result of such suspending by **MEETUPANT**.

Debt/EBT network fees may be billed on a pass-through basis

ADDITIONAL SERVICES. Merchant shall review the Merchant Application & Agreement and Merchant Processing Terms & Conditions for fees charged for additional

services offered by **PEPPFIRMANT**, including but not limited to Debt, SocerChez, FindMyPet and PetPlaybooks. The PEPPFIRMANT Pro and FIRSTADVANTAGE customers listed above as well as the Credit services related legal entities listed above are listed at www.merriamchristie.com and www.peppfirmant.com.

15 Variations. If in MERCHANT's processing there is a variance from the amounts or percentages included, represented, or disclosed by MERCHANT in the Merchant Profile Section of the Merchant Application & Agreement as approved by BANK, such variance may otherwise be detrimental to BANK. BANK shall have no obligation to pay MERCHANT any settlement funds until MERCHANT has provided to BANK documentation sufficient for BANK to determine that the variance is correct and legitimate and BANK's risk has been mitigated. MERCHANT further acknowledges that BANK, at its sole discretion, may hold or decay additional funds, suspend MERCHANT's processing, terminate this Agreement, or require MERCHANT to run a statement credit on a transaction with its actual receipt upon the occurrence of any of the events set forth above. MERCHANT shall immediately notify BANK of any variance from the information, amounts or percentages included, represented or disclosed by MERCHANT in the Merchant Profile Section of the Merchant Application & Agreement as approved by BANK. For purposes hereof, BANK's determination shall be binding upon MERCHANT. MERCHANT hereby releases, indemnifies and holds BANK harmless for any losses or damages it may incur as a result of BANK's actions pursuant to, or as a consequence of the performance of funds being held, delayed or suspended. MERCHANT agrees to pay all fees associated with processing any transaction, regardless of funds on deposit, suspended or if MERCHANT is required to run a statement credit.

MERCHANT Reserve Account. BANK may require the MERCHANT to any payment to establish a reserve account against current and future indebtedness to the MERCHANT which might become subject to a chargeback for any reason. Any reserve may be held by BANK for a period of time as is consistent with BANK's history (up to 120 days from the date of presentation for and delivery of goods or services to customers) and is subject to being held from the preceding month through its tenth and eleventh calendar month. BANK may estimate the amount of the potential unpaid fees, costs and expenses the MERCHANT is in arrears in establishing a reserve account for the last month of the estimate. Payment of the amount estimate shall be non-negotiable. Failure to fund the reserve may result in immediate termination of the Agreement. MERCHANT also understands and agrees that BANK is entitled and retain any and all settlement funds in order to establish a Merchant Reserve account related to MERCHANT. MERCHANT understands and agrees that a reserve funds may be retained and used in other. If any loss occurs in a related product relating to the current account at any current bank or agency due to loss due to MERCHANT, BANK will 3) any transaction which might result in a loss at a bank or agency due to MERCHANT. Reserves shall be held and stored in a non-segregated merchant reserve account in BANK's name and MERCHANT will have no right of access to said account. Neither the Reserve Account shall be deemed property of MERCHANT and if such a period of time the funds are held by BANK.

This Agreement and constitute a binding agreement under the Uniform Commercial Code. MECOMAHT grants to HABK a security interest in and lien upon all of the following (hereinafter the "Secured Assets") in all forms at any time in the consigned account or otherwise owned, in future transactions, by HABK, deposited, shipped, accounted for, or otherwise, and other property now or hereafter in the possession of or on deposit with or held by HABK or any other direct or indirect subsidiary or affiliate of BART, whether held in a general or special account or consigned, whether held jointly with someone else or otherwise held by solekeeping or otherwise, including, but not limited to, cash, checks and other amounts and for all of MECOMAHT's rights relating to the Agreement including, without limitation, all rights to recover any payments or credits under this Agreement. MECOMAHT warrants and represents that no other person or entity has a security interest in the Secured Assets.

[Merchant Credit Card Processing Terms & Conditions](#) | [FAQs](#)

10. Agreement shall be made between the Member State and the EEA, concerning the establishment of MFRC/EEA/EEA in legislation so they may be entitled to PTA. The PTA may be granted security, availability and terms. FANAG will have no right to withdraw its consent to the PTA if the Member State has any other approach to the availability and the right to provide such security elements as required by the instrument of communication made pursuant to Article 10(1) of the United Nations Convention on Contracts for the International Sale of Goods, or by the law of the Member State.

11. Arbitration. Any dispute, controversy or claim arising out of or relating to the Agreement, including any breach thereof, shall be submitted to arbitration in Salt Lake City, pursuant to the Federal Arbitration Act, and administered by the American Arbitration Association, except its Commercial Arbitration Rules, and shall be stayed initiated by the arbitration panel as directed in the notice of arbitration.

Waiver. The parties and any other party to whom the right of payment by a party or participant in any "Also" or "Additional" action or other representation or defense is given under the consolidation of this case or otherwise in any other capacity shall, notwithstanding the Agreement, ALL PARTIES TO THIS AGREEMENT IN THE WAIVE THAT THE JURY IS AN ACTION, PROCEEDING, SUIT, CLAIM, COUNTERCLAIM AND OTHER AS THE CLAIM BROUGHT BY THE PARTIES HERETO OR ANY MEMBER THEREOF, WHETHER OR NOT RELATED TO OR CONNECTED WITH THIS AGREEMENT.

19 Taxes. MERCHANT shall pay and be responsible for all taxes, user charges, added and other taxes and duties, of whatever nature levied or imposed on or against Agreement or consideration made, hereinafter. *Revised 1972*

20. Indemnification. MERCHANT hereby releases UNKANCO and holds it harmless for any losses, claims, costs or damages to MERCHANT or any third party as a result of UNKANCO's acts or omissions under the Agreement, including, but not limited to, UNKANCO's own negligence. The indemnification provisions herein shall survive the termination of the Agreement.

7.1 Governing Law; Jurisdiction. The Agreement shall be governed by and construed in accordance with the internal laws of the State of Texas applicable to agreements made and to be performed entirely within such state without regard to the conflicts of law principles of such state. The parties hereby agree that all suits in any action under the Agreement shall be exclusively in the state United Courts located in Fort Worth, Tarrant County, Texas.

RECOMMENDED PRACTICE is a trademark of the American Water Works Association.

Worship Committee
Rev. Frank Johnson, Chairman, Rev. Mr. Fred
L. Johnson, Vice Chairman

AN M-114(M) THE PROPER NOTCHES SHALL BE THOSE KNOWN EXISTING ON THE HULL AND STERN. AN M-114(M) SHALL BE BUILT IN ACCORDANCE WITH THE M-114(M) DRAWINGS AND SPECIFICATIONS.

It is recommended that every MURKINIAN SUBJECT be original of any name or date
which is to be used in MARKS OF DISTINCTION of the transmission and it shall not be shared
with another individual. Name is recorded and confirmed by Badge.

Any other or further termination of this Agreement shall not affect and shall continue in effect the liability of the Subsidiary to The West Penn Acceptance & Agreement.

1.1 Entering Agreements Changes. The Agreement along with the attached terms and conditions or any of its addendum, modification, or any applicable supplement to it, shall be deemed to have been entered into by the parties hereto as of the date of this Agreement.

The term "jurisdiction, jurisdiction or condition" of this Agreement is determined by any local or federal court or law enforcement agency to be needed, illegal, void or unenforceable, any jurisdiction from such jurisdiction, converted or condition shall, as to such jurisdiction, be deleted or replaced to the extent necessary to make such provision valid, binding and enforceable or such provision cannot be modified or replaced, then such provision shall be construed, as to such jurisdiction, as if it were deleted from this Agreement and any such result, singly or independently with respect to such provision shall not voidable or render non-enforceable such provision in any other jurisdiction, and the remainder of the provisions shall remain in full force and effect and shall be construed, as to such jurisdiction, as if such provision had not been deleted.

Additional American Express Card Acceptance Requirements

High CV Merchant. In the event MERICMANI's American Express annual charge volume exceeds \$1,000,000 in a rolling twelve month period or is greater than \$1,000,000 in any three consecutive months, MERICMANI will be considered a High CV Merchant by American Express and will be required to enter into a direct merchant card acceptance agreement with American Express. Upon any conversion to a direct agreement with American Express, MERICMANI will be bound by American Express' then current Card Acceptance Agreement and to any pricing and fees set by American Express.

Marketing and Communications. Upon agreement by MERCHANT to accept American Express payment, MERCHANT consents to receive commercial marketing communications from American Express. After account setup, MERCHANT may contact BILATERAL directly and request to opt-out of future marketing communications from American Express. This will not prevent MERCHANT from receipt of important transactional messaging communications from American Express. After a request is received, MERCHANT may continue to receive marketing communications from American Express until such time as MERCHANT revokes the request.

Merchant shall not assign to any 3rd party any payments due to it under this Agreement, except notwithstanding arising from charges set forth for bona fide sales of goods and services (or both) or charitable contributions at its establishment time or later, payment and exchange rates other than ordinary sales taxes taxed, provided, however, that Merchant may sell and assign future transaction receivables to BANX, its affiliate, or another entity using their own advance funding source that partners with BANX, or its affiliated entities, without consent of American Express.

Rights and Obligations. MERCHANT agrees that Amex will have third party beneficiary rights to enforce this Agreement, but shall hold no obligations to the LENDER.

*Please visit www.americanexpress.com/merchantguides for a full copy of the American Express Merchant Guide.

Next Day Funding Terms & Conditions

The European Terms & Conditions apply. © 2014 Hilti AG. All rights reserved. See the Hilti Fix Europe Brochure.

MAX DAY FUNDING is available for Visa[®], MasterCard[®], American Express[®], Discover[®] and PayPal[®] card transactions and PIN based debit transactions only. Max Day Funding is subject to BANK approval and subject to an interest rate of the Merchant Progressive Term & Continuous Qualifying funds are deposited on the next business day.

Your execution of this Agreement and acceptance of the "First Day Funding" Program, MICHIGAN, constitutes and agrees to the First Day Funding Rate or Monthly Fee effective the first day of the month of acceptance. MICHIGAN further certifies and agrees that the First Day Funding Rate or Monthly Fee are fees to participate in the First Day Funding Program and not a guarantee that all expenses associated with qualify for First Day Funding.

Agreed to provide First Day Funding, MICHIGAN must submit an application for participation in the First Day Funding Program. Failure to do so will result in pre-arranged transaction settings under standard industry practices and rules as set forth in the First Day Funding Program.

SELLER must batch transactions and bill legal fee minutes prior to the designated cut-off time ("Cut-Off Time"). All Cut-Off Times are Central Standard Time. If **SELLER** fails to respond timely to batch MELT-OUTS or fails to bill the designated Cut-Off Times, transactions batched after Cut-Off Time will be treated as batched on the following business day. Next Day Funding is determined by the earliest time the transaction became statutorily valid, such as disruptions in network processing or processing delayed by a third party notwithstanding **SELLER**'s own internal system failure or delay. For additional detail regarding Next Day Funding, please go to www.meltdowntime.com.

MERCHANT agrees and understands that **MERCHANT** is responsible for the payment of the transaction fees if accepted via the program. **MERCHANT** may be required to pay this program at any time at the sole discretion of **PAGE**.

¹ Participants who have a direct relationship with a beneficiary of the program (e.g., teacher, principal, or administrator) were excluded from this study.

MERCHANT PROCESSING TERMS & CONDITIONS



FIRSTPAY.NET 2.0 Processing Terms & Conditions

The following FIRSTPAY.NET Processing Terms & Conditions apply only if MERCHANT has agreed to utilize FIRSTPAY.NET's processing services.

This Supplemental Agreement is binding between First American Payment Systems, Inc., whose principal place of business is 1001 Independence Street, Suite 1000, Falls Church, Virginia 22346 (hereinafter referred to as "FIRSTPAY.NET" or "TRANSAK"), and MERCHANT whose name and address are stated on the Merchant Application & Agreement. For purposes of this Agreement, FIRSTPAY.NET, TRANSAK and First American Payment Systems, Inc. shall be synonymous and reference to one includes reference to the other.

MERCHANT expressly agrees and acknowledges that the FIRSTPAY.NET Processing Terms & Conditions are a Supplement to the Merchant Credit Card Processing Terms & Conditions. The Merchant Credit Card Processing Terms & Conditions, which are incorporated herein by reference, and the Processing Terms & Conditions set forth below shall apply if MERCHANT has agreed to utilize the FIRSTPAY.NET products.

Services

A. Total Package: If MERCHANT has selected the "Total Package" box on the Merchant Application & Agreement, then MERCHANT agrees to utilize the software and services provided by FIRSTPAY.NET for the acceptance of and transmission of cardholder data to its customer's purchase of goods and/or services via the Internet. MERCHANT understands that the "Total Package" includes the "Internet Payment Gateway" as described in B below, as well as a shopping cart and website template.

B. Internet Payment Gateway: If MERCHANT has selected the "Internet Payment Gateway" box on the Merchant Application & Agreement, then MERCHANT agrees to utilize the software and services provided by FIRSTPAY.NET for the acceptance of and transmission of cardholder data to its customer's purchase of goods and/or services via the Internet. MERCHANT understands that the "Internet Payment Gateway" consists of a payment gateway and virtual terminal for transmitting cardholder data with an e-commerce interface via the Internet.

C. MOJO Virtual Terminal: If MERCHANT has selected the "MOJO Virtual Terminal" box on the Merchant Application & Agreement, then MERCHANT agrees to utilize the software and services provided by FIRSTPAY.NET for the acceptance of and transmission of cardholder data to its customer's purchase of goods and/or services when the purchase and cardholder information has been provided by MERCHANT via telephone or an e-mail form via email. MERCHANT understands the "MOJO Virtual Terminal" is a secure virtual terminal. MERCHANT also understands that transaction processing using this product does not contain an e-commerce interface and that all customer orders for purchases must be obtained via the telephone or by mail.

D. Batch Upload (Offsite Transactions Only): If MERCHANT has selected the "Batch Upload" box on the Merchant Application & Agreement, then MERCHANT agrees to utilize the software and services provided by FIRSTPAY.NET for the offsite acceptance of and transmission of cardholder data to its customer's purchase of goods and/or services.

E. Virtual Point-of-Sale: If MERCHANT has selected the "Virtual Point-of-Sale" box on the Merchant Application & Agreement, then MERCHANT agrees to utilize the software and services provided by FIRSTPAY.NET for the acceptance of and transmission of cardholder data to its customer's purchase of goods and/or services when the purchase and cardholder information has been provided to MERCHANT in person or via mail or facsimile or by telephone.

F. TellPayMobile: If MERCHANT has selected the "TellPayMobile" box on the Merchant Application & Agreement, then MERCHANT agrees to utilize the software and services provided by FIRSTPAY.NET for the acceptance of and transmission of cardholder data to its customer's purchase of goods and/or services when the purchase and cardholder information has been provided to MERCHANT in person or via mail or facsimile or by telephone.

G. Payment Plug-in for QuickBooks® - Download: If MERCHANT has selected the "Payment Plug-in for QuickBooks® - Download" box on the Merchant Application & Agreement, then MERCHANT agrees to utilize the software and services provided by FIRSTPAY.NET for the acceptance of and transmission of cardholder data to its customer's purchase of goods and/or services when the purchase and cardholder information has been provided to a PC via MERCHANT for card present or keypad transactions (i.e. a POS terminal). The card is not present beyond the keypad.

H. Transaction Processing: FIRSTPAY.NET agrees to perform transaction processing services for MERCHANT. This includes the acceptance and authorization of purchases submitted from MERCHANT via a token number. For subsequent transmission of these tokens to the processing companies and the detailed reporting of these transactions via MERCHANT's merchant account number.

I. Fees: In addition to the fees outlined in the Credit Card Processing Terms & Conditions, MERCHANT hereby authorizes FIRSTPAY.NET to retain statement online, to the bank account supplied or any other bank account number, for monthly or other applicable charges. MERCHANT understands and agrees there are additional fees associated with using the FIRSTPAY.NET products, in addition to the fees described in the Merchant Credit Card Processing Terms & Conditions - Rates, Fees, Adjustments section. MERCHANT further understands FIRSTPAY.NET shall have the right to adjust charges as necessary to reflect any direct or indirect costs associated with providing the

services hereunder. Such charges shall, without prior notice, become effective as of the date of change.

J. Acceptable Use Policy: MERCHANT will not engage in "Bad Acts," which are defined as but is not limited to (i) sending any kind of unsolicited or unsolicited commercial number of network users, anywhere on the Internet, (ii) posting a computer or substantially similar article to an excessive number of newsgroups or mailing lists, (iii) 20 or more, (iv) repeated or deliberate posting of articles that are off topic according to the charter of that newsgroup or mailing list, (v) posting commercial advertising in almost any conference or newsgroup, unless it is specifically permitted within that group. MERCHANT understands that FIRSTPAY.NET investigates all reported occurrences of bad acts and will take action according to the circumstances and severity of the abuse. Depending on the severity of the breach of this policy, FIRSTPAY.NET may at its sole discretion, such as verbal notice, suspend processing or terminate account immediately.

K. Indemnification: MERCHANT hereby indemnifies, substantiates, and holds FIRSTPAY.NET harmless to any losses, claims, cost or consequential damages to FIRSTPAY.NET or others, or any other third party as a result of FIRSTPAY.NET's acts or omissions under this Agreement, including but not limited to:

(a) Any delay in the performance of services hereunder or for any reason to perform same hereunder if such delays are due to abuse, indecent weather acts of God, internet saturation, network failure, or other causes beyond FIRSTPAY.NET's reasonable control. FIRSTPAY.NET will not be liable for performance of services when delayed by war, non-compliance, strikes, or acts of its vendors and suppliers, concealed acts of omission or third party tampering of FIRSTPAY.NET or otherwise criminal conduct or negligence.

(b) FIRSTPAY.NET shall not be responsible or liable for unauthorized access to or entry to MERCHANT's data or programs due to any intentional act or omission and whether by legal or illegal means or devices.

(c) Payment or refunds, whether known or not known.

(d) Failure in communications or connectivity.

(e) Any damage caused by or resulting in a loss from negligence, fraud, malice, or wanton behavior by MERCHANT's employees, customers or agents.

(f) FIRSTPAY.NET shall not be liable for the degradation, right-to-use or discontinuity of orders received from MERCHANT regardless of an authorization number is issued and.

(g) FIRSTPAY.NET is not responsible for the security of data residing on the servers of the MERCHANT, or a third party designated by a MERCHANT (e.g. a host).

Further MERCHANT acknowledges it will not make any claim against FIRSTPAY.NET for any losses or damages, including, but not limited to, loss of income, loss of revenue, equipment loss, consequential, direct, indirect, special, exemplary or punitive relating to the use of FIRSTPAY.NET.

L. Transaction Data: FIRSTPAY.NET shall retain full ownership of all data generated by either MERCHANT or Purchaser through the FIRSTPAY.NET Payment Gateway. Payment Gateway refers to the electronic system through which a MERCHANT may pass any card transaction to FIRSTPAY.NET (including, but not limited to name, mailing address, shipping address, email address, phone number, order amount, ID number, type of product and description of purchase). Cardholder data is stored securely (SSL) upon the initial transaction.

M. Validity: If any provision in this Agreement is found, such validity shall affect the validity of the remaining provisions of this Agreement, and MERCHANT and FIRSTPAY.NET agreed to substitute for the invalid provision a valid provision that would fully implement the effect and intent of the invalid provision.

N. Payment Gateway Monitoring: MERCHANT understands that FIRSTPAY.NET shall have sole rights under this Agreement to deny certain, deny transmission of data, or fail processing of batches/transactions or without notice to FIRSTPAY.NET, cancel, cancel or void the purchases set forth in the Merchant Third Party Section of the Merchant Application & Agreement.

O. DISCLAIMER: FIRSTPAY.NET DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, WRITTEN OR ORAL, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. MERCHANT ACKNOWLEDGES THAT THE SERVICE MAY NOT BE UNINTERRUPTED OR ERROR-FREE.

Attachment 8

**ANDERSON COUNTY GOVERNMENT
PROPERTY DISPOSITION AND SURPLUS RECORD**

- ✓ Surplus property may be transferred to another Anderson County Department or be sold at internet auction after ensuring another Department does not want it.
- ✓ The IT Department will manage the disposition of hard drives.
- ✓ The Vehicle Inspection Form is required to sell vehicles. The Purchasing Office will obtain available service records from the Fleet Services Department.
- ✓ The transfer of property to an Entity outside of Anderson County requires County Commission approval. The surplus of capital assets requires County Commission approval.
- ✓ This form is to be emailed to Surplus@AndersonCountyTN.gov

EMA

requests to surplus property as detailed below.

(Department)

Steve Payne3-1-23

Signature of Department Head/Elected Official

Date

Asset Tag # (N/A if no Tag).	Property Description & Condition, to include serial or VIN #
N/A	40 Scott Air Bottles

Attach photographs – the more the better. Attach spreadsheet if necessary.

Property Disposition Method (check and fill out applicable box)

Auction on GovDeals Bid Starting Amount: _____	
Transfer Property To: _____ (Department)	Signature of Receiving Department Head/Elected Official _____ Date _____
Trade In Purchase Order Number of Trade in: _____	
Stolen or Lost (Attach copy of Police Report)	
<input checked="" type="checkbox"/> Property Destroyed (Attach explanation) <i>Enclosure</i>	

TO BE DESTROYED

Received by Purchasing Office (Date): _____	Purchasing Office Use Only GovDeals ID#: _____ Date: _____
Deputy Purchasing Agent Signature: _____	Sale Amount: \$ _____ Date removed from Asset Listing: _____

Royden Crocker

From: Karen Doten
Sent: Tuesday, March 1, 2022 1:39 PM
To: Royden Crocker
Subject: Surplus
Attachments: Surplus.pdf

Royden,

Attached is surplus paperwork for the air bottles that we need to be surplused and destroyed. If you need anything further just let me know.

Thank you.

Karen Doten
Program Manager
Anderson County EMA
Office: (865)-264-6394
111 S Charles G. Seivers Blvd.
Clinton, TN 37716



#	Manufacture	Model #	Serial #	OOS Date
1	Scott	804723-01	OP 203569	
2	Scott	804723-01	OP 206274	12/3/2021
3	Scott	804723-01	OP2 203353	12/3/2021
4	Scott	804723-01	OP 205315	12/3/2021
5	Scott	804723-01	OP 206089	12/3/2021
6	Scott	804723-01	OP 206145	12/3/2021
7	Scott	804723-01	OP 203617	12/3/2021
8	Scott	804723-01	OP 213423	12/3/2021
9	Scott	804723-01	OP 203699	12/3/2021
10	Scott	804723-01	OP 203357	12/3/2021
11	Scott	804723-01	OP 203698	12/3/2021
12	Scott	804723-01	OP 206162	12/3/2021
13	Scott	804723-01	OP 203396	12/3/2021
14	Scott	804723-01	OP 206088	12/3/2021
15	Scott	804723-01	OP 206087	12/3/2021
16	Scott	804723-01	OP 206093	12/3/2021
17	Scott	804723-01	OP 206153	12/3/2021
18	Scott	804723-01	OP 203274	12/3/2021
19	Scott	804723-01	OP 205361	12/3/2021
20	Scott	804723-01	OP 206159	12/3/2021
21	Scott	804723-01	OP 206268	12/3/2021
22	Scott	804723-01	11 85169	12/3/2021
23	Scott	804723-01	OP 144427	12/3/2021
24	Scott	804723-01	OP 205941	12/3/2021
25	Scott	804723-01	OP 206096	12/3/2021
26	Scott	804723-01	OP 206164	12/3/2021
27	Scott	804723-01	OP 206090	12/3/2021
28	Scott	804723-01	OP 206154	12/3/2021
29	Scott	804723-01	OP 203746	12/3/2021
30	Scott	804723-01	OP 203724	12/3/2021
31	Scott	804723-01	OP 203643	12/3/2021
32	Scott	804723-01	OP 203489	12/3/2021
33	Scott	804723-01	OP 203437	12/3/2021
34	Scott	804723-01	OP 206131	12/3/2021
35	Scott	804723-01	OP 206160	12/3/2021
36	Scott	804723-01	OP 203429	12/3/2021
37	Scott	804723-01	OP 203697	12/3/2021
38	Scott	804723-01	OP 205920	12/3/2021
39	Scott	804723-01	OP 203366	12/3/2021
40	Scott	804723-01	OP 206166	12/3/2021

SCBA Bottles Out of Service 12/03/2021

Anderson County
Emergency Management Agency
Steve Payne, Director
111 South Charles G. Scivers Boulevard
Clinton, TN 37716

Phone (865) 264-6394

Fax (865) 457-6557

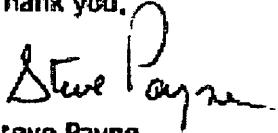
March 1, 2022

Reference: 40 Scott Air Bottles

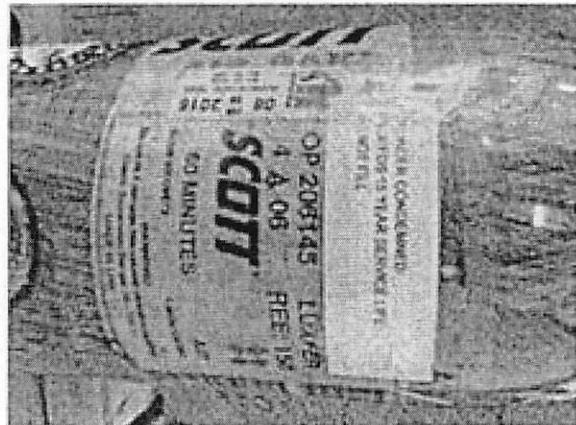
Anderson County Emergency Management Agency is requesting that the 40 Scott air bottles that we are surplusing be destroyed.

The bottles has exceeded their 15 year service life and can no longer be utilized on the hazmat truck. Replacement bottles have been purchased and are on the hazmat truck.

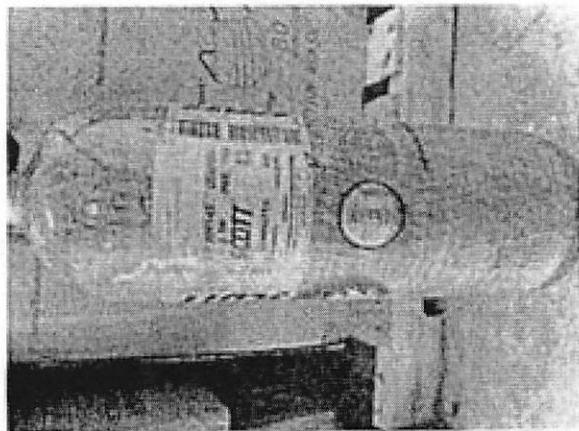
Thank you,


Steve Payne

From: Karin Doten
Sent: Tuesday, March 1, 2022 1:17 PM
To: Karin Doten
Subject: IMG_0090.jpeg



From: Karen Ooten
Sent: Tuesday, March 1, 2022 1:17 PM
To: Karen Ooten
Subject: IMG_0089.jpeg



Sent from my iPhone