## Part 1: Confirmation Page

**Processor** Information:

First Data Merchant Services LLC Name:

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

URL:

merchants.fiserv.com

1-800-858-1166 Customer Service #:

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

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

- The Agreement limits our liability to you. For a detailed description of the limitation of liability see Section 27, 38.3, and 39.9 of the Card General Terms; or Section 17 of the TeleCheck Solutions Agreement.
- We have assumed certain risks by agreeing to provide you with Card processing or check services. Accordingly, we may take certain actions to mitigate our risk, including termination of the Agreement, and/or hold monies otherwise payable to you (see Card Processing General Terms in Section 31, Term; Events of Default and Section 32, Reserve Account; Security Interest), (see TeleCheck Solutions Agreement in Section 7), under certain circumstances.
- By executing this Agreement with us you are authorizing us and ourAffiliates to obtain financial and credit information regarding your businessand the signers and guarantors of the Agreement until all your obligations to us and our Affiliates are satisfied.
- The Agreement contains a provision that in the event you terminate the Agreement prior to the expiration of your initial 3 year term, you will be responsible for the payment of an early termination fee as set forth in Part 4, A.3 under "Additional Fee Information" and Section 6.2 of the TeleCheck Solutions Agreement.
- For questions or concerns regarding your merchant account, contactcustomer service at the number located on your Merchant Services Statement.

## 10. Payments Network Disclosure

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

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

## Important Member Bank Responsibilities:

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

## Important Merchant Responsibilities:

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

Print Client's Business Legal Name:	
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By its signature below, Client acknowledges that it has received the Merchant Processing Application, Program Terms and Conditions consisting of 51 pages including this Confirmation Page and the applicable Third Party Agreement(s).

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

No alterations or strikeouts to the program terms and conditions will be accepted.

Client's Principal Signature: (F

Please Print Name of Signer

Please sign below)		
x		
	Title	Date