

NEW LOCATION
 OWNERSHIP CHANGE
 ADDITIONAL LOCATION

AGENT NAME		REP CODE NET1E	OFFICE USE ONLY	MERCHANT #		
OFFICE PHONE 9084558788	OFFICE CODE FLYON	ASSOC		SIC CODE	FAIR ISAAC SCORE	ANALYST

VISA DISCLOSURE

MEMBER BANK (ACQUIRER) INFORMATION Westamerica Bank 3750 Westwind Blvd. Suite #210 Santa Rosa, CA 95403 800-939-9942	IMPORTANT MEMBER BANK (ACQUIRER) RESPONSIBILITIES 1. A Visa Member is the only entity approved to extend acceptance of Visa products directly to a Merchant. 2. A Visa Member must be a principal (signer) to the Merchant Agreement 3. A Visa Member is responsible for educating Merchants on pertinent Visa Rules with which Merchants must comply. 4. The Visa Member is responsible for and must provide settlement funds to the Merchant. 5. The Visa Member is responsible for all funds held in reserve that are derived from settlement.	IMPORTANT MERCHANT RESPONSIBILITIES 1. Ensure compliance with cardholder data security and storage requirements. 2. Maintain fraud and chargebacks below thresholds. 3. Review and understand the terms of the Merchant Agreement. 4. Comply with Visa Rules.
The responsibilities listed above do not supercede terms of the Merchant Agreement and are provided to ensure the Merchant understands some important obligations of each party and that the Visa Member (Acquirer) is the ultimate authority should the Merchant have any problems.		
MERCHANT NAME:		AUTHORIZED SIGNATURE: X
ADDRESS:		PRINT NAME:

SUPPORTING DOCUMENTS CHECKLIST:

- Select (minimum one) : Utility Bill or Tax ID Permit or Articles of Incorporation or Business License or last 2 bank statements or processor statements as your preferred choice. Supporting documents can usually be downloaded these days; they can be included with this application.
- Each applicant's Drivers License OR official photo ID signature. Write down date of birth if it is not clear. You must be at least 19.
- Marketing material: company website or some photos of the business (store-front signage and inside) or brochures/menus.
- Sign VISA Disclosure signature card above. Initial next page 9 & 10. Sign 15 & 16.
- To setup your deposits: Copy of Voided Check (do not provide starter checks) OR a signed bank letter that list your routing/account number.
- Sign Account Setup Form for Equipment or Vendor Services

3 - OWNERS OR OFFICERS

PRINCIPAL #1		% OF EQUITY OWNERSHIP		PRINCIPAL #2		% OF EQUITY OWNERSHIP	
SOCIAL SECURITY NUMBER E-File	DATE OF BIRTH	TELEPHONE #		SOCIAL SECURITY NUMBER	DATE OF BIRTH	TELEPHONE #	
GOVERNMENT ID #	ID STATE	ID EXPIRATION		GOVERNMENT ID #	ID STATE	ID EXPIRATION	
RESIDENCE ADDRESS				RESIDENCE ADDRESS			
CITY	STATE	ZIP		CITY	STATE	ZIP	

4 - REFERENCES

TRADE REFERENCE	CONTACT	ACCOUNT #	TELEPHONE #
-----------------	---------	-----------	-------------

5 - BANKING INFORMATION PLEASE INCLUDE A VOIDED CHECK OR BANK LETTER

NAME OF MERCHANT'S BANK Attached Check	CONTACT	BANK LOCAL TELEPHONE #
ROUTING/ABA # Attached Check	DBA/CHECKING ACCOUNT	

In accordance with the terms set out in the Terms and Conditions, transfer funds will be made to/from the account set forth in the enclosed voided check or bank letter.

6 - MERCHANT ACCOUNT RATES

MERCHANT TYPE: RETAIL RESTAURANT FUEL MOTO E-COMMERCE SUPERMARKET LODGING

OPTION 1 - TIERED PRICING

PRICING FOR VISA/MASTERCARD/DISCOVER:

SELECT ONE: 1 - TIER RATE 1: _____

2 - TIER (MOTO/E-COMMERCE ONLY) RATE 1: 2.1 RATE 2: RATE 1 + 1.39 + 10¢

3 - TIER RATE 1: _____ RATE 2: RATE 1 + 1.39 + 10¢ RATE 3: RATE 1 + 1.79 + 10¢

4 - TIER RATE 1: _____ RATE 2: _____ RATE 3: RATE 2 + 1.39 + 10¢ RATE 4: RATE 2 + 1.79 + 10¢

PRICING FOR AMERICAN EXPRESS:

SELECT ONE: TIERED: RATE 1: 2.50 % + 15 ¢ RATE 2: 3.05 % + 15 ¢ RATE 3: 3.35 % + 15 ¢

BUNDLED: 3.50 % + 15 ¢

Where tiered pricing is selected (Option 1), as indicated above, the fees quoted in the above fee schedule plus Assessments shall apply to each credit and debit transaction in addition to the rates set forth in the Agreement. Assessments are charged as follows: Visa: 0.13%, MasterCard: 0.12%, Discover: 0.13%. *AMEX Cost* includes all Interchange/Discount, Dues, Assessments, surcharges, plus an AMEX 0.25% Sponsorship Fee applicable for AMEX transactions. The following surcharges also apply to American Express transactions when applicable: Card Not Present Fee of 0.30% and Cross Border Transaction Fee of 0.40%. For more information on interchange rates visit www.visa.com, www.mastercard.com, www.americanexpress.com, or www.discover.com. Fees or charges may be added or changed by an amendment to the Terms and Conditions with 30 days notice.

OPTION 2 - INTERCHANGE PLUS PRICING

PRICING FOR VISA/MASTERCARD/DISCOVER:

NET GROSS

CREDIT: INTERCHANGE, DUES & ASSESSMENTS + 0.55 % + 0.5 ¢

DEBIT: INTERCHANGE, DUES & ASSESSMENTS + 0.55 % + 0.5 ¢

PRICING FOR AMERICAN EXPRESS:

COST PLUS: AMEX COST + 1 % + 10 ¢

Please review Terms and Conditions at www.harbortouch.com/terms for additional information on which interchange programs apply. *AMEX Cost* includes all Interchange/Discount, Dues, Assessments, surcharges, plus an AMEX 0.25% Sponsorship Fee applicable for AMEX transactions. For more information on interchange rates visit www.visa.com, www.mastercard.com or www.americanexpress.com. The following surcharges also apply to American Express transactions when applicable: Card Not Present Fee of 0.30% and Cross Border Transaction Fee of 0.40%. Fees or charges may be added or changed by an amendment to the Terms and Conditions with 30 days notice.

7 - TRANSACTION CHARGES

VISA/MASTERCARD/DISCOVER/AMEX: SECTION 6 % + 10 ¢ TRANSACTION FEE BATCH: \$ 0.20 EACH RETRIEVAL REQUEST: \$ 16.00 EACH

PIN DEBIT (INCLUDES NETWORK PASS-THROUGH): 0.1 % + 35 ¢ TRANSACTION FEE VOICE AUTHORIZATION FEE: \$ 0.60 EACH NSF FEE: \$ 25.00 EACH PLUS NACHA FEES

EBT (FCS ID: _____): N/A % + 35 ¢ TRANSACTION FEE CHARGEBACK FEE: \$ 15.00 EACH

All other applicable Card Brand fees will be passed through at the Card Brand's Rate. For more information, please contact Harbortouch Payments, LLC. Fees or charges may be added or changed by an amendment to the Terms and Conditions with 30 days notice. \$0.005 fee applies to all transactions to cover association fees.

8 - SERVICE CHARGES

SERVICE FEES

ANNUAL FEE \$ _____ MONTHLY SERVICE FEE \$ 9.95 ONLINE ACCOUNT REPORTING \$ FREE

MONTHLY MINIMUM \$ 15.00 DEBIT ACCESS FEE \$ _____ PAPER & SUPPLIES PROGRAM \$ FREE*

MONTHLY MC PER LOCATION FEE \$ 2.50

Fees or charges may be added or changed by an amendment to the Terms and Conditions with 30 days notice.
*Shipping and handling charges are assessed for receipt paper and supplies.

WIRELESS TERMINAL FEES (IF APPLICABLE)

SETUP FEE (PER TERMINAL): \$35.00 EACH
MONTHLY FEE (PER TERMINAL): \$19.95 EACH
TRANSACTION FEE: \$0.05 EACH

9 - MANUAL IMPRINTER

YES If yes, the cost is \$35.00.

NO, DO NOT WANT ONE By checking this box and initialing, the merchant acknowledges that failing to get an imprint will increase the likelihood of a chargeback for non-swiped transactions. INITIALS: _____

10 - FREE GIFT CARD ENROLLMENT

By choosing this option, I understand that I will be enrolled in a 60 day trial gift card program and will receive 50 free customized gift cards, 50 gift card envelopes, a window decal, an acrylic display stand with insert and two register decals. Merchant will receive an email with a link to customize and order their 50 free cards using the online wizard.

YES! PLEASE ENROLL ME IN HARBORTOUCH'S GIFT CARD PROGRAM AND SEND ME 50 FREE CUSTOM GIFT CARDS

During the 60 Day Trial, merchant will pay no monthly fees or cost for the 50 Free Gift Card Package or the service. After the 60 day trial, merchant will be assessed a monthly gift card service fee of \$12.95. A per-item fee of \$0.20 will apply for each gift card transaction, inquiry attempt, activation or decline. For multiple locations, the main location will be billed the monthly and transaction fees for all linked accounts.

MERCHANT'S INITIALS (REQUIRED): _____

11 - DISCLAIMER

MERCHANT has indicated which additional optional services it is requesting. Merchant agrees that BANK is not a party to any services or products listed in Section 9 or 10 or any other services or products listed in the Account Setup Form or POS Setup Form and has no liability related to any of the services or products provided therein. MERCHANT agrees that BANK is not a party to the American Express Opt Blue Program Agreement and has no liability related to any American Express services. MERCHANT must be approved by each company and each company may send its terms and conditions to the address of MERCHANT indicated herein upon such approval. MERCHANT agrees to be bound by such company's terms and conditions. Depending upon MERCHANT's authorization and settlement composition, MERCHANT may not have a direct agreement with Discover Network and instead will receive Discover Network services through this agreement with Harbortouch. If that is the circumstance, the portion of this disclosure pertaining to Discover Network does not apply. Merchant agrees that BANK is not the provider of Discover Network services and shall have no liability or responsibility for Discover Network services.

12 - MERCHANT COMPLIANCE

An annual \$89.95 compliance fee will be charged to Merchant each January, unless 30 days notice is provided for a change in billing date. Merchant represents and warrants that as of the date of signing this Agreement and throughout any term of this Agreement that it is Payment Card Industry ("PCI") Data Security Standard ("DSS") compliant, and that any hardware or software that Merchant uses during the term of this Agreement to process electronic transactions is Payment Application ("PA") DSS compliant. Merchant further represents and warrants that it will provide assistance as requested from Harbortouch to remain compliant with the requirements of Internal Revenue Code Section 6050W and any other applicable federal or state law as it relates to the reporting and processing of electronic transactions. Harbortouch reserves the right to impose future fees or withhold payments to Merchant as set forth in the Terms and Conditions and as required by law. Additional Fees may be added or changed by an amendment to the Terms and Conditions with 30 days notice.

13 - FUNDS TRANSFER AUTHORIZATION

BANK is authorized to perform such functions under the Terms and Conditions for the purposes set forth in the Terms and Conditions.

14 - SITE SURVEY REPORT (TO BE COMPLETED BY SALES REPRESENTATIVE)

MERCHANT LOCATION: RETAIL LOCATION WITH STOREFRONT OFFICE BUILDING RESIDENCE OTHER:

SQUARE FOOTAGE: 0-250 251-500 501-2000 2000+

PHOTOS ATTACHED? YES NO

DOES THE AMOUNT OF INVENTORY AND MERCHANDISE ON SHELVES APPEAR TO BE CONSISTENT WITH THE TYPE OF BUSINESS? YES NO

FURTHER COMMENTS BY INSPECTOR (MUST BE COMPLETED):

I hereby verify that this application has been fully completed by merchant and that I physically inspected the business premises of the merchant at this address and the information stated above is true and correct to the best of my knowledge and belief. Any misrepresentation may result in losses and/or liabilities.

X

AGENT SIGNATURE

AGENT NAME (PLEASE PRINT)

SALES REP ID

DATE

15 - PERSONAL GUARANTY (NO TITLES)

This general, absolute, and unconditional continuing Guaranty ("GUARANTY") by the undersigned (collectively "GUARANTOR" or "my" or "I" or "me"), is for the benefit of WestAmerica Bank and/or Harbortouch Payments, LLC (each a "Guaranty Party" and collectively the "Guaranty Parties"). For value received, and in consideration of the mutual undertakings contained in the Merchant Transaction Processing Agreement and allied agreements ("AGREEMENT") between any Guaranty Party and MERCHANT as set forth below, I absolutely and unconditionally guarantee the full performance of all MERCHANT's obligations to any Guaranty Party, together with all costs, expenses, and attorneys' fees incurred by any Guaranty Party in connection with any actions, inactions, or defaults of MERCHANT. I waive any right to require any Guaranty Party to proceed against other entities or MERCHANT. There are no conditions attached to the enforcement of this GUARANTY. I authorize the Guaranty Parties and their respective agents or assigns to make from time to time any personal credit or other inquiries and agree to provide, at the Guaranty Parties' request, financial statements and/or tax returns. This is a continuing GUARANTY and shall remain in effect until one hundred eighty (180) days after receipt by The Guaranty Parties of written notice by me terminating or modifying the same. The termination of the AGREEMENT or GUARANTY shall not release me from liability with respect to any obligations incurred before the effective date of termination. No termination of this GUARANTY shall be effected by any change in my legal status or any change in the relationship between MERCHANT and me. This GUARANTY shall bind and inure to the benefit of the personal representatives, heirs, administrators, successors and assigns of GUARANTOR and Harbortouch.

AGREED AND ACCEPTED

X

PRINCIPAL #1 FROM APPLICATION — SIGNATURE

DATE

PRINT NAME

X

PRINCIPAL #2 FROM APPLICATION — SIGNATURE

DATE

PRINT NAME

16 - SIGNATURES

By their execution below the undersigned parties agree to abide by the Merchant Transaction Processing Agreement (the "AGREEMENT"). The AGREEMENT consists of the Merchant Application and the Terms and Conditions (available at www.harbortouch.com/terms), and MERCHANT acknowledges it has received and read the Terms and Conditions at the time of signing.

MERCHANT warrants that the information provided on the Merchant Application is complete and accurate. MERCHANT authorizes Harbortouch Payments, LLC ("Harbortouch" or "ISO") and/or BANK to provide a copy of this Merchant Application to any third party for the services requested. MERCHANT, and its signing officer/owner/partner, authorize Harbortouch, and/or BANK, or its agents or assigns, to make from time to time, any business and personal credit and other inquiries. Depending on MERCHANT's authorization and settlement composition, the references to Discover Network in this Agreement may not apply, and MERCHANT may contract directly with Discover Network for these services.

THIS AGREEMENT (INCLUDING ADDITIONAL FEES) MAY BE AMENDED WITH THIRTY (30) DAYS NOTICE TO MERCHANT.

ACCOUNT CLOSURE FEE: If the Merchant terminates this AGREEMENT prior to the end of the INITIAL TERM (3 years) or any RENEWAL TERM (2 years) for any reason, MERCHANT agrees to pay Harbortouch an account closure fee ("ACCOUNT CLOSURE FEE") as set forth in Section 5.2 of two hundred fifty dollars (\$250) or thirty five dollars (\$35) multiplied by the number of months remaining in the merchant agreement (whichever is greater) per Merchant Identification Number ("MID"). MERCHANT agrees that this fee is not a penalty, but rather a reasonable estimation of the actual damages Harbortouch would suffer if Harbortouch were to fail to receive the processing business for the then current term. MERCHANT agrees that the ACCOUNT CLOSURE FEE shall also be due to Harbortouch if MERCHANT discontinues submitting SALES for processing during the INITIAL TERM or any RENEWAL TERM of the AGREEMENT. Notwithstanding the foregoing, the early termination fee will not exceed the maximum amount set forth by applicable law. Paragraph references and capitalized terms not defined in this paragraph are defined in the Terms and Conditions at <http://www.harbortouch.com/terms/>. Designated Cancellation Forms must be faxed to Harbortouch.

MERCHANT AND HARBORTOUCH WAIVE THEIR RIGHTS TO SUE BEFORE A JUDGE OR JURY AND PARTICIPATE IN A CLASS ACTION AND AGREE TO RESOLVE ALL CLAIMS AND DISPUTES THROUGH BINDING INDIVIDUAL ARBITRATION. SEE ARTICLE VII OF THE TERMS AND CONDITIONS.

In witness whereof the parties hereto have caused this agreement to be executed by their duly authorized representatives effective on the date signed or approved by BANK.

If applicable, MERCHANT agrees by its signature below to the TMS American Express Opt Blue Program Agreement. For additional details, please see www.harbortouch.com/terms/americanexpress.

PRINT LEGAL NAME OF MERCHANT BUSINESS

X

PRINCIPAL #1 FROM APPLICATION — SIGNATURE

DATE

PRINT NAME

TITLE

X

PRINCIPAL #2 FROM APPLICATION — SIGNATURE

DATE

PRINT NAME

TITLE

X

ACCEPTED BY HARBORTOUCH PAYMENTS, LLC

DATE

X

ACCEPTED BY WESTAMERICA BANK ("BANK")

DATE

SPECIAL INSTRUCTIONS (MAY REQUIRE APPROVAL):

1 YEAR INITIAL TERM

Please submit both pages of this form along with the Merchant Application and all supporting documentation

OFFICE ID: FLYON

PLEASE SELECT ONE (REQUIRED): **OPTION 1** **OPTION 2** **OPTION 3** IF AN OPTION IS NOT SELECTED, THE ACCOUNT WILL DEFAULT TO OPTION 1

NEXT DAY FUNDING (SUBJECT TO UNDERWRITING APPROVAL)
TO RECEIVE NEXT DAY DEPOSITS, THE TERMINAL MUST BE SET TO BATCH BEFORE 7:45 PM EST. PLEASE NOTE IF YOU WOULD LIKE TO REQUEST A SPECIFIC BATCH TIME: _____

TRANSFER EQUIPMENT
CLOSURE DATE FOR MID: _____ TERMINAL SERIAL NUMBER: _____ OLD MID: _____

MERCHANT INFORMATION:

MERCHANT DBA: _____ **NEW ACCOUNT**

MID: _____ **EXISTING ACCOUNT**

PLEASE PROVIDE ALL PHONE NUMBERS YOU WOULD LIKE ASSOCIATED WITH YOUR ACCOUNT.
OUR PHONE SYSTEM WILL RECOGNIZE YOUR ACCOUNT WHEN CALLING FROM ONE OF THESE NUMBERS. THIS ENABLES US TO SERVICE YOUR ACCOUNT MORE QUICKLY. PLEASE INCLUDE ANY OWNER/MANAGER CELL PHONE NUMBERS IN ADDITION TO THE BUSINESS PHONE.

PHONE NUMBER: _____ NAME/DESCRIPTION: _____

PHONE NUMBER: _____ NAME/DESCRIPTION: _____


PHONE NUMBER: _____ NAME/DESCRIPTION: _____

PHONE NUMBER: _____ NAME/DESCRIPTION: _____

PHONE NUMBER: _____ NAME/DESCRIPTION: _____


EQUIPMENT TYPE:

FREE VX 520 ALL-IN-ONE TERMINAL

 CONNECTION TYPE: DIAL IP OTHER OPTIONS: ADD ADDITIONAL: _____ x \$79.00 ANNUAL FEE ADD VX 805 PIN PAD: _____ x \$149.00


If selected, Merchant will be enrolled in Harbortouch's FE Program and agrees to the FE Program Agreement. Merchant will receive a VX 520 all-in-one terminal ("Terminal"). A \$79.00 Annual Fee will apply for each Terminal received by Merchant. Please see FE Program Agreement for additional terms and conditions.

FREE CASIO ELECTRONIC CASH REGISTER

 CONNECTION TYPE: DIAL IP NUMBER OF REGISTERS: _____ MERCHANT EMAIL ADDRESS (REQUIRED): _____

If selected, Merchant will be enrolled in Harbortouch's FE Program and agrees to the FE Program Agreement. Merchant will receive a Electronic Cash Register and Credit Card Processing Device, (collectively the "ECR"). A \$79.00 Annual Fee will apply for each ECR received by Merchant. Please see FE Program Agreement for additional terms and conditions.


FREE S90 WIRELESS TERMINAL

 ADD ADDITIONAL: _____ x \$79.00 ANNUAL FEE
SETUP FEE (PER TERMINAL): \$35.00 EACH MONTHLY FEE (PER TERMINAL): \$19.95 EACH TRANSACTION FEE: \$0.05 EACH

If selected, Merchant will be enrolled in Harbortouch's FE Program and agrees to the FE Program Agreement. Merchant will receive a Wireless Terminal ("Wireless Terminal"). A \$79.00 Annual Fee will apply for each Wireless Terminal received by Merchant. Please see FE Program Agreement for additional terms and conditions.

~~**MOBILE SOFTWARE PROGRAMS**~~

AUTHORIZE.NET

 ADD E-CHECKS (SEPARATE PRICING & CONTRACT REQUIRED) ADD FRAUD SCREENING (SEPARATE PRICING & CONTRACT REQUIRED)

SETUP FEE (COLLECTED BY SALES AGENT) \$ 0 PER TRANSACTION FEE \$ 0.10
GATEWAY ACCESS FEE \$ 6 BATCH FEE \$ 0.05

BUSINESS TYPE: RETAIL MOTO/E-COMMERCE

Subject to Harbortouch's Optional Services Disclaimer. Additional terms and conditions may apply. **E-MAIL ADDRESS:** _____

CHARGE ANYWHERE MOBILE SOLUTIONS

AUDIO JACK MAG STRIPE READER (APPLE, BLACKBERRY, ANDROID*) - FREE PHONE/TABLET MODEL: _____ MONTHLY FEE (PER DEVICE): \$ 15
 BLUETOOTH PRINTER/MAG STRIPE READER (ANDROID, BLACKBERRY, WINDOWS MOBILE) - \$249.00 WIRELESS PROVIDER: _____ TRANSACTION FEE: \$ 0.10
 APPLE iPhone/iPad PRINTER/MAG STRIPE READER - \$259.00 CELL PHONE NUMBER: _____

Subject to Harbortouch's Optional Services Disclaimer. Additional terms and conditions may apply. *Audio jack reader not compatible with Android OS version 5.0.1 or later.

ADDITIONAL INFORMATION**TERMINAL FEATURES**
 RETAIL RESTAURANT LODGING MOTO DEBIT/CASHBACK TIP LINE AUTO BATCH: YES TIME: _____ NO
SHIPPING INFORMATION N/A**TERMINAL SHIPPING (PER TERMINAL):**
 FREE GROUND SHIPPING
 2ND DAY AIR \$18.00
 NEXT DAY AIR \$27.00
 HAWAII & ALASKA:
 FREE 2ND DAY AIR
 NEXT DAY AIR \$49.00
ECR SHIPPING (PER REGISTER):
 GROUND \$25.00
 2ND DAY AIR \$51.50
 NEXT DAY AIR \$76.95
 HAWAII & ALASKA:
 2ND DAY AIR \$76.95
 NEXT DAY AIR \$96.95

NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

TELEPHONE NUMBER: _____

~~**SHIPPING PAYMENT INFORMATION**~~
 ACH
 CREDIT CARD

CREDIT CARD NUMBER: _____ EXPIRY DATE: ____ - ____ CVV2: _____

SIGNATURE: _____

SPECIAL INSTRUCTIONS (SUBJECT TO APPROVAL)**FE PROGRAM AGREEMENT**

By participating in the Free Equipment ("FE") Program and receiving a Terminal, ECR and/or Wireless Terminal (each individually referred to herein as "Equipment") from Harbortouch, Merchant agrees to the following:

- Merchant agrees to enter into a Merchant Transaction Processing Agreement with Harbortouch. Merchant will exclusively process credit, debit, gift card and other electronic payment transactions through Harbortouch during the term of this FE Program Agreement. Merchant will use Equipment in accordance with all applicable laws, regulations, and Card Association rules. Merchant shall purchase all paper and supply products for the Equipment through Harbortouch. Merchant authorizes Harbortouch to debit Merchant's designated account for any amount owed to Harbortouch under this FE Agreement.
- Merchant authorizes Harbortouch to debit annually from Merchant's designated account a \$79.00 Annual Fee (if applicable) for each set of Equipment received by Merchant.
- Equipment will remain the exclusive property of Harbortouch or its assigns, and Merchant's use of Equipment confers no ownership rights of any kind on Merchant. Merchant will not sell or lease Equipment, and will not allow any other person or entity to use Equipment for any reason. Merchant acknowledges that Merchant was trained on the proper use and care of Equipment. Merchant will maintain Equipment in good working order and repair. Merchant will keep Equipment at Merchant's place of business, and will not remove Equipment without Harbortouch's prior written consent. Merchant will not make and will not allow others to make any changes or alterations to Equipment. Merchant is responsible for maintaining security over the Equipment.
- If Equipment does not work properly due to normal wear and tear as determined in Harbortouch's sole discretion, Merchant may be eligible to receive comparable replacement Equipment. Merchant must have processed a credit, debit, gift card or other electronic payment transaction through Harbortouch within fifteen (15) calendar days of the date Merchant reported the damaged Equipment to Harbortouch. Merchant must return damaged Equipment to Harbortouch. If Merchant does not return Equipment to Harbortouch within thirty (30) calendar days of Merchant's receipt of comparable replacement Equipment, Harbortouch may charge Merchant an amount equal to the value of the Equipment. Merchant shall be responsible for the cost of shipping comparable replacement Equipment to Merchant.
- Merchant shall be responsible for all other loss, theft, destruction, and/or damage to Equipment ("Equipment Loss"). Merchant shall report all Equipment Loss to Harbortouch immediately. Merchant shall agree to pay Harbortouch the amount set forth in Section 6 for Merchant's failure to return Equipment to Harbortouch as a result of Equipment Loss.
- If Merchant stops processing credit, debit, gift card or other electronic payment transactions with Harbortouch or if this FE Program Agreement terminates or expires, then Merchant will return all Equipment to Harbortouch within thirty (30) calendar days thereafter. All Equipment must be returned to Harbortouch's main office location at 2202 North Irving St., Allentown, PA 18109. Merchant shall be responsible for all shipping costs for returning Equipment to Harbortouch. Merchant authorizes Harbortouch the right to enter Merchant's location and repossess all Equipment. If Merchant does not return Equipment to Harbortouch, Merchant agrees to pay Harbortouch: (i) \$450 per Terminal, (ii) \$844 per ECR (\$649 per ECR + \$195 per PIN Pad), and (iii) \$850 per Wireless Terminal that is not returned to Harbortouch. In the event Equipment is returned after the thirty (30) day period, an additional \$75 restocking fee will apply. Equipment returned to Harbortouch in a condition excess of normal wear and tear as determined in Harbortouch's sole discretion shall be deemed Equipment Loss as described in Section 5.
- Harbortouch may terminate the FE Program Agreement at any time, with or without cause. The FE Program Agreement will automatically terminate upon the expiration or termination of the Merchant Transaction Processing Agreement. Harbortouch may amend the terms of conditions of this FE Program Agreement at any time, with or without notice to Merchant.
- Merchant agrees to indemnify, defend, and hold harmless Harbortouch, its subsidiaries, affiliates, employees, subcontractors, successors, assigns and agents from and against any and all costs, damages, penalties, claims, actions, suits of whatsoever kind and nature arising out of, related to, arising from, or in connection with Merchant's unauthorized modification and/or misuse of the Equipment, Merchant's breach of this FE Program Agreement, or from Merchant's negligent acts or omissions. Merchant's indemnification obligation includes but is not limited to the payment of all reasonable attorneys' fees, costs and expenses.
- EXCEPT AS SPECIFICALLY SET FORTH IN THIS FE PROGRAM AGREEMENT, HARBORTOUCH DOES NOT MAKE (AND EXPRESSLY DISCLAIMS) ANY REPRESENTATIONS AND WARRANTIES IN RESPECT OF THE EQUIPMENT AND ANY SOFTWARE CONTAINED THEREIN WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, AND ANY WARRANTIES THAT MAY ARISE FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. HARBORTOUCH DOES NOT GUARANTEE THAT THE EQUIPMENT AND/OR THE EQUIPMENT'S SOFTWARE WILL SATISFY MERCHANT'S REQUIREMENTS, OR THAT THE OPERATIONS OF SUCH WILL BE UNINTERRUPTED OR ERROR FREE. THE EQUIPMENT AND THE EQUIPMENT'S SOFTWARE ARE PROVIDED WITH ALL FAULTS AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY, AND EFFORT WILL BE WITH THE MERCHANT. HARBORTOUCH SHALL NOT BE LIABLE FOR ANY COSTS OR FOR PERFORMING ANY SERVICES HEREUNDER ARISING IN CONNECTION WITH MERCHANT'S NEGLIGENCE, ABUSE, MISUSE, OR FAILURE TO PERFORM ROUTINE MAINTENANCE AND COMPLY WITH STANDARD OPERATING PROCEDURES. HARBORTOUCH DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, THAT THE EQUIPMENT, THE EQUIPMENT'S SOFTWARE, AND/OR CUSTOMER'S DATA WILL REMAIN VIRUS-FREE AND/OR FREE FROM THEFT. MERCHANT WAIVES ANY CLAIMS HEREUNDER AGAINST HARBORTOUCH TO THE EXTENT ARISING FROM MERCHANT'S FAILURE TO HAVE OR MAINTAIN CURRENT VIRUS PROTECTION, OR TO THE EXTENT ARISING AS A RESULT OF ANY UNAUTHORIZED ACCESS TO THE EQUIPMENT OR MERCHANT'S SYSTEMS. HARBORTOUCH FURTHER DISCLAIMS ANY RESPONSIBILITY OR LIABILITY FOR PROBLEMS RESULTING IN OR RELATED TO MERCHANT'S DECISION TO USE A PARTICULAR INTERNET SERVICE OR TELECOMMUNICATIONS PROVIDER AND/OR RELATED TO MERCHANT'S ABILITY TO CONNECT TO THE INTERNET.
- HARBORTOUCH AND ITS AFFILIATES, PARENTS, SUBSIDIARIES, SUCCESSORS, AND ASSIGNS SHALL NOT BE LIABLE TO THE MERCHANT OR ITS AFFILIATES, SUBSIDIARIES, SUCCESSORS, OR ASSIGNS, FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES, INCLUDING LOST PROFITS, BUSINESS INTERRUPTION OR ECONOMIC DAMAGES (INCLUDING THOSE ASSOCIATED WITH IMPROPER OR INADEQUATE TAXES CHARGED), OF ANY KIND, WHETHER BASED ON CONTRACT, TORT OR ANY OTHER LEGAL THEORY ARISING OUT OF THIS FE PROGRAM AGREEMENT, MERCHANT'S USE (OR INABILITY TO USE) EQUIPMENT, EVEN IF ADVISED, IN ADVANCE, OF THE POSSIBILITY OF SUCH DAMAGE. IN NO EVENT SHALL THE MERCHANT BE ENTITLED TO RECOVER OR COLLECT ANY DAMAGES IN THE AGGREGATE IN EXCESS OF AN AMOUNT EQUAL TO THE FEES PAID UNDER THIS FE PROGRAM AGREEMENT DURING THE THREE (3) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF THE MERCHANT'S FIRST CLAIM OF ALLEGED DAMAGES.
- Harbortouch and Merchant agree to arbitrate all disputes and claims between each other or its affiliates, subsidiaries, successors, or assigns, including but not limited to (i) claims arising out of or relating to any aspect of the relationship between the parties, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory; (ii) claims that arose before this or any prior; (iii) claims that are currently the subject of purported class action litigation in which Merchant is not a member of a certified class; and (iv) claims that may arise after the termination of this FE Program Agreement. Notwithstanding the foregoing, either party may bring an individual action in small claims court. Harbortouch and Merchant agree to waive the right to a trial by jury or to participate in a class action. This arbitration provision shall survive termination or expiration of the FE Program Agreement. A party that intends to seek arbitration must first send to the other, by certified mail or courier service a written Notice of Dispute ("Notice"). The Notice to Harbortouch should be addressed to: General Counsel, Harbortouch 2202 N. Irving Street, Allentown, PA 18109 ("Notice Address"). The Notice must (i) describe the nature and basis of the claim or dispute; and (ii) set forth the specific relief sought ("Demand"). If Harbortouch and Merchant do not reach an agreement to resolve the claim within 30 days after the Notice is received, either party may commence an arbitration proceeding. The arbitration will be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"). The parties specifically consent to and accept the jurisdiction of the courts of the State of Pennsylvania and the United States District Court located in Philadelphia, Pennsylvania for the purposes of such enforcement. Unless Harbortouch and Merchant agree otherwise, any arbitration hearings will take place in Allentown, PA. MERCHANT AND HARBORTOUCH AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Unless Harbortouch and Merchant agree otherwise, the arbitrator may not consolidate more than one merchant's claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this arbitration provision shall be null and void. The laws of the Commonwealth of Pennsylvania, shall govern all matters (whether in contract, statute, tort or however characterized) arising out of or relating to this FE Program Agreement, without regard to its conflicts of laws rules. ANY CAUSE OF ACTION OR CLAIM MERCHANT MAY HAVE ARISING OUT OF OR RELATING TO THIS FE PROGRAM AGREEMENT MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM SHALL BE PERMANENTLY BARRED.

Merchant has indicated which additional optional services it is requesting. Merchant agrees that Harbortouch is not a party to any of the optional services indicated herein and has no liability related to those services. Merchant must be approved by each company and each company may send its terms and conditions (electronically or by physical mail) to the Merchant upon such approval. Merchant agrees to be bound by such company's terms and conditions.

By its signature below, Merchant agrees to the terms and conditions on this Account Setup / Placement Form and the FE Program Agreement. Merchant also agrees to enter into a Merchant Transaction Processing Agreement ("Processing Agreement"). The Processing Agreement consists of the Merchant Application and the Terms and Conditions. The Processing Agreement is a separate agreement. First National Bank of Omaha ("Bank") and TSYS Merchant Solutions, Inc. ("TMS") are parties to the Processing Agreement. Bank and TMS are not, however, parties to this Account Setup / Placement Form and the FE Program Agreement.

Agreed and Accepted:

PRINT NAME: _____ DATE: _____

MERCHANT SIGNATURE: _____



Wikipedia Lesson Series

Knowing the Industry http://en.wikipedia.org/wiki/Merchant_account#Rates_and_fees

Standard merchant banking terms and may not apply to you on a regular basis:

▶ SECTION A – ACCOUNT RATES AND CHARGES

Voice Authorization Fee is used at times in a Retail store, when a card is in question. A merchant will call VISA/MC/AMEX for an authorization if your terminal indicates it. However eCommerce users will just use the internet - Authorize.net to obtain a card authorization, which cost you nothing additional. You will not use Voice Authorization unless absolutely needed.

Chargeback Fee

Along with accepting credit cards is the responsibility of handling chargebacks and retrievals. A chargeback is a transaction that is in dispute by the cardholder or issuing bank. The chargeback occurs when a customer disputes a charge or the bankcard procedures are not followed. There are several reason codes for a chargeback including merchant fraud, product/service not as described, never received product/ service, transaction not authorized by cardholder, etc. If you handle your sales properly and smartly, you will not have any chargebacks at all. If your business receives a chargeback, your checking account will be debited for the amount in dispute. In addition, a fee for handling the chargeback may be imposed and reflected on the merchant statement. As this is a co-op bank, our interest is not to profit off wrongly chargeback, the chargeback fees therefore range between \$15-\$16, well below the industry standard. This is paid to investigators when requested by the cardholder's issuing bank.

Retrieval Request

In some circumstances a cardholder's issuing bank may request a copy of the retail sales slip containing the authorized signature. This is why it is essential to keep accurate records of all sales slips and/or sales drafts. Federal law requires merchants to maintain signed sales slips for a minimum of two years. The retrieval request will provide the cardholder's account number, a reference number.

NSF Fee

Non Sufficient Fee is a inter-bank standard fee which everyone is familiar with, will only occur if you have insufficient fund in your checking account debiting. You should always leave a small balance to cover the month end transaction fees or any items returned by your customers.

DDA Change Fee

Basically your Customer bounces a check, if you accept checks. Your check transactions is approved and declined with no Customer Demand Deposit Account ("DDA) account verification processing from the party authorizing agent for verification of the probability that the transaction will be paid, based on information available at the time of request. Merchant shall bear risk of loss and fees associated with this service by accepting the checks.

Weight Express and Voyager

Special petroleum gas card type. More likely not applicable to you. N/A.

Monthly Minimum

(Optional – for merchants who participate in this program)

Our e-Savings plan, we have waived all monthly minimum with the exception if you opt to participate in our Free Terminal Program or alternate programs. The minimum is calculated by multiplying your discount rate against your total sales for the given month. This amount is then subtracted from the minimum and you are charged the difference. For example if the processor requires you to keep a monthly minimum is \$20 and you processed \$714 in sales for the month, that is $\$714 \times 2.1\% = \15.00 . Subtract \$15.00 from \$20.00 and you would be charged the \$5.00 difference. If you processed \$1000, then there would be NO minimum charge as it equals \$21.00, which exceeds the minimum. Keep in mind you are charged the difference. You can do the math, and estimate your amount of sales each month and decide if you want to have a monthly minimum.

FT Program

Free Terminal program for Retails, Lodging, Clinics and Restaurants etc. A retail account may receive a free terminal, cash register or check reader.

Manual Imprinter

Do I need one? Your choice. VISA/MC requires that we communicate to you that a Manual Imprint is required when a card is present at any time and is a necessity for Retails with customer facing transactions.