



PROGRAM CHARGES

Credit and Debit Card Processing



STANDARD PROGRAM CHARGES		
Registration	\$50.00	One-time
Transactions ¹	\$0.45	Per transaction
Card discount rates ²		
- Visa, MasterCard, Diners Club and Discover	2.75%	Per transaction
- American Express	3.50%	Per transaction
OTHER PROGRAM CHARGES THAT MAY APPLY		
Chargebacks ³	\$25.00	Per Transaction

¹ Charge is deducted at time of deposit.

² The discount rate is the percentage of each transaction that is assessed for processing both credit cards and debit cards. Charge is deducted at time of deposit.

³ This fee is deducted if the Cardholder or Card Issuing Bank initiates a dispute. See Client Procedures for more information regarding Chargebacks.



Credit and Debit Card Processing AGREEMENT (for Customers of ACS Technologies Group)

THIS AGREEMENT, is made and entered as of the date that the last party to the agreement executes it between VANCO PAYMENT SOLUTIONS, LLC ("Vanco") and ("Company").

RECITALS:

- A. Vanco provides services to its customers pursuant to various programs;
- B. Company desires to purchase **Credit and Debit Card Processing** services from Vanco pursuant to the terms and conditions of this Agreement;
- C. For the purpose of this Agreement, "notice" or "notification" may be given in person, by United States Mail with postage prepaid or by means of electronic communication to the last known address of the other party; and
- D. For the purpose of this Agreement, a "business day" means a calendar day other than a Saturday, Sunday or Federal holiday.

Vanco and Company hereby agree as follows:

1. **CREDIT AND DEBIT CARD PROCESSING.** **Credit and Debit Card Processing** is a service pursuant to which Vanco acts as the Merchant Services Provider and Payment Processor for credit card transactions for its customers. Vanco utilizes Wells Fargo Merchant Services and First Data Corporation's Cardnet platform to process those credit card transactions.

2. **COMPANY DUTIES.** Company agrees to comply with all the rules and procedures of Vanco pertaining to **Credit and Debit Card Processing** ("Client Procedures"). Company acknowledges receipt of the Client Procedures. The Client Procedures may be amended from time to time by Vanco. Company will be bound by any amendments to the Client Procedures seven (7) days after Vanco notifies it of the amendments.

3. **VANCO DUTIES.** The transactions shall be processed in accordance with the Client Procedures. Vanco has merchant accounts for the purpose of processing those transactions. Company will receive a credit to its designated account at its financial institution ("Company's Account") within two (2) business days after Vanco receives notification that a transaction which it has processed has been funded. The funds shall be transferred to Company's Account by utilizing the Automated Clearing House ("ACH") Network.

In the event that there is a chargeback or refund for any credit card transaction processed by Vanco, Company hereby authorizes Vanco to debit Company's Account for such chargeback or refund together with any Program Charges. The debiting of Company's Account shall be made by means of ACH.

4. **PROGRAM CHARGES AND TAXES.** Company agrees to pay Vanco monthly for Program Charges for **Credit and Debit Card Processing** by an ACH debit to Company's Account or another account designated by Company. Said Program Charges, which Company acknowledges receiving from Vanco, may be modified at any time upon thirty (30) days notice. Vanco will immediately notify Company if there are not adequate funds to pay the Program Charges and Company will then wire transfer the Program Charges to Vanco no later than one (1) business day.

Any taxes or fees, except taxes based upon income, imposed by any federal, state, or municipal, or other governmental authority that may be applicable to the services provided to Company pursuant to this Agreement shall be paid by Company regardless of whether such taxes or fees are collected when the transaction is settled, they are added to any invoice which Vanco provides to Company, or they are subsequently determined to be due and owing. The Program Charges establishes fees that are small in relationship to the dollar amount of the transactions which Vanco is processing. Those fees have been established in contemplation of the limitation of liability provisions of Paragraph 7 of this Agreement.

5. **COMPANY WARRANTIES.** Company hereby warrants as follows:

- a. Company has been authorized by its customer to receive payment by a credit card transaction; and
- b. The transaction between the Company and customer is genuine and enforceable.

6. **COMPANY LIABILITY AND INDEMNIFICATION.** Company shall be liable for all damages which Vanco suffers by reason of Company's breach of any of its warranties set forth in Paragraph 5 of this Agreement or by reason of any other representation made by it in this Agreement. Company indemnifies Vanco for all amounts which are due Vanco by Company pursuant to Paragraph 3 by reason of any chargeback or refund from any credit card transaction.

Company hereby indemnifies and holds Vanco harmless from all claims, damages, and causes of action (including reasonable attorney's fees and costs) which may be asserted against Vanco by any person by reason of Company's breach of the warranties and representations made by this Agreement. In no event shall Company be liable for any consequential, special, punitive or indirect loss or damage.

7. **VANCO LIABILITY.** Vanco shall be responsible for performing only those services expressly provided for in this Agreement and shall be liable only for material losses directly resulting from its intentional misconduct in performing those services. Except as provided in the preceding sentence and except for the obligation to account for all amounts, which are collected for Company's benefit as a result of processing a transaction pursuant to Paragraph 3 of this Agreement, Vanco shall not have any liability for failing to perform, for delay in performing or for negligently performing any services pursuant to this Agreement, and shall have no liability for any consequential, special, punitive or indirect loss or damage.

8. **TERM.** This Agreement shall continue in effect, unless terminated by either party upon thirty (30) days notice. Provided, however, that in the event that any of the following occur Vanco shall be entitled to terminate this Agreement immediately and thereafter give notice to Company that this Agreement has been terminated:

- a. Company breaches the warranties pursuant to Paragraph 5,
- b. Vanco is unable to debit Company's Account for a chargeback or refund pursuant to Paragraph 3, or
- c. Vanco is unable to collect its Program Charges pursuant to Paragraph 4.

9. **CONFIDENTIALITY.** Vanco acknowledges that in performing services for Company pursuant to this Agreement that it will have access to information about Company and its customers that is confidential ("Confidential Information"). Vanco agrees to maintain the confidentiality of Confidential Information and will not in any manner disseminate Confidential Information to third persons, either in whole or in part, and will not in any manner use Confidential Information for its own benefit. Vanco shall also take such steps as are reasonable and necessary to cause its employees to be individually subject to an obligation to maintain the confidentiality of Confidential Information. Provided, however, Company hereby authorizes Vanco to provide ACS Technologies Group access to certain Confidential Information for the sole purpose of providing customer service support to Company. Such access will not include the disclosure of Company banking information or Customer credit card information.

10. **MISCELLANEOUS.** This Agreement shall constitute the entire agreement between the parties and supersedes all prior oral or written representations, conditions, warranties, understandings, proposals or agreements regarding **Credit and Debit Card Processing**. This Agreement shall be construed under the laws of the State of Minnesota and the exclusive venue for any litigation shall be in the courts of the State of Minnesota. The Company hereby submits to the jurisdiction of said courts.

This Agreement may hereafter be amended by Vanco giving Company advance notice of changes to the terms and conditions of this Agreement. Company's utilization of **Credit and Debit Card Processing** from Vanco subsequent to such notification shall constitute Company's consent to such modification.

All of the provisions of this Agreement shall survive its termination except for Vanco's obligation to provide **Credit and Debit Card Processing** to Company.

This Agreement may not be assigned by either party except that either party may assign this Agreement to any successor by merger, consolidation or corporate reorganization.

Each party hereby warrants and represents that the person whose signature appears below has been duly authorized and that all of the necessary and appropriate corporate authority exists for said party to execute this Agreement.

NOTE: Company has made application to utilize **Credit and Debit Card Processing**. Company's execution of the separate **Authorization and Representations** form pertaining to this Agreement constitutes acceptance of the terms of this Agreement. If Vanco approves Company's application, it will do so in writing by executing the Authorization and Representations form. At that time both parties will be bound by the provisions of this Agreement.



ADDENDUM TO Credit and Debit Card Processing Agreement (for American Express)

THIS ADDENDUM, is made and entered as of the date (the "Effective Date") that the last party executes it between **VANCO PAYMENT SOLUTIONS, LLC** ("Vanco") and ("Company").

RECITALS:

- A. Vanco and Company are parties to an **Credit and Debit Card Processing** ("Agreement"),
- B. The parties desire to amend the Agreement to provide for Vanco to act as Merchant Services Provider and Payment Processor for American Express credit card transactions for Company's customer, and
- C. Vanco and Company are subject to all rules and regulations pursuant to American Express US Merchant Regulations ("Regulations").

TERMS AND DEFINITIONS: Any Terms and Definitions used in this Addendum that are not defined in this section are defined in the Agreement or the Regulations.

- A. "Affiliates" Any entity that controls, is controlled by, or is under common control with either party or American Express, including its subsidiaries. As used in this definition, "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities, by contract, or otherwise. For the avoidance of doubt, but not by way of limitation, the direct or indirect ownership of more than 50% of (i) the voting securities or (ii) an interest in the assets, profits, or earnings of an entity shall be deemed to constitute "control" of the entity.
- B. "American Express Card" or "Card" (i) Any card, account access device, or payment device or service bearing the American Express Card or its Affiliates' Marks and issued by an Issuer or (ii) a Card number.
- C. "Applicable Law" (i) any law, statute, regulation, ordinance, or subordinate legislation in force from time to time to which either party or American Express, or its Affiliate of either is subject, (ii) the common law as applicable to them from time to time, (iii) any court order, judgment, or decree that is binding on them, and (iv) any directive, policy, rule, or order that is binding on them and that is made or given by a regulator or other government or government agency of any territory, or other national, federal, commonwealth, state, provincial, or local jurisdiction.
- D. "Authorization" or "Authorized" The process by which Company obtains an Approval for a charge in accordance with the Addendum.
- E. "Cardmember" An individual or entity (i) that has entered into an agreement establishing a Card account with an Issuer or (ii) whose name appears on the Card.
- F. "Claim" Any claim (including initial claims, counterclaims, cross-claims, and third-party claims), dispute, or controversy between Company and American Express arising from or relating to the Regulations or prior Card acceptance agreements, or the relationship resulting therefrom, whether based in contract, tort (including negligence, strict liability, fraud, or otherwise), statutes, regulations, or any other theory, including any question relating to the existence, validity, performance, construction, interpretation, enforcement, or termination of the Regulations or prior Card acceptance agreements, or the relationship resulting therefrom, except for the validity, enforceability, or scope of section 7.c of the General Provisions.
- G. "Establishments" Any or all of Company's and Company's Affiliates' locations, outlets, websites, online networks, and all other methods for selling goods and services, or collecting charitable contributions, including methods that Company adopt in the future.
- H. "Issuer" Any entity (including American Express and its Affiliates) licensed by American Express or an American Express Affiliate to issue Cards and to engage in the Card issuing business.
- I. "Marks" American Express names, logos, service marks, trademarks, trade names, taglines, or other proprietary designs or designations. "Other Payment Products" Any charge, credit, debit, stored value, prepaid, or smart cards, account access devices, or other payment cards, services, or products other than the Card.
- J. "Transaction Data" All information required by American Express, evidencing one or more Transactions, including information obtained at the point of sale, information obtained or generated during authorization and submission, and any Chargeback.
- K. "Transaction" A charge or credit completed by the means of a Card.

NOW, THEREFORE, it is hereby agreed as follows:

1. **VANCO DUTIES:** Vanco, in accordance with the Regulations, agrees to comply with all policies, procedures and requirements applicable to Merchants classified in specific industries. It is the duty of Vanco to provide all necessary documentation and reporting to American Express upon its request.
2. **COMPANY DUTIES:** Company is required to maintain customer service contact information for Vanco. Company warrants that reasonable care will be exercised in the performance of its obligations under this Addendum and will comply with all applicable

laws, rules and regulations. Company is prohibited from processing Transactions or receiving payments on behalf of, or (unless required by law) re-directing payments to any other party. Company is prohibited from billing or collecting from any Cardmember for any purchase or payment on the Card unless a Chargeback has been exercised, Company has fully paid for such Chargeback, and Company otherwise has the right to do so.

3. **AMERICAN EXPRESS LIABILITY:** Company agrees to comply with the terms which limit the liability as outlined by American Express in the Regulations. Company also asserts that it is not an intended or incidental beneficiary of Vanco. American Express retains beneficiary rights, but not obligations, to the ability to enforce the terms of the Regulations.
4. **CARD ACCEPTANCE:** Company must accept the Card as payment for goods and services (other than those goods and services prohibited under section, "prohibited uses of the Card" in Regulations) sold, or (if applicable) for charitable contributions made, at all Company's Establishments, except as expressly permitted by state statute. Company is jointly and severally liable for the obligations of Company's Establishments under the Regulations.
5. **TREATMENT OF THE AMERICAN EXPRESS BRAND;** Except as expressly permitted by Applicable Law, Company must not:
 - a. indicate or imply that Company prefers, directly or indirectly, any Other Payment Products over the Card,
 - b. try to dissuade Cardmembers from using the Card,
 - c. criticize or mischaracterize the Card or any of the services or programs,
 - d. try to persuade or prompt Cardmembers to use any Other Payment Products or any other method of payment (e.g., payment by check),
 - e. impose any restrictions, conditions, disadvantages or fees when the Card is accepted that are not imposed equally on all Other Payment Products, except for electronic funds transfer, or cash and check,
 - f. suggest or require Cardmembers to waive their right to dispute any Transaction,
 - g. engage in activities that harm the business of American Express or the American Express Brand (or both),
 - h. promote any Other Payment Products (except Company's own private label card that Company issues for use solely at Company's Establishments) more actively than Company promotes the Card, or
 - i. convert the currency of the original sale Transaction to another currency when requesting Authorization or submitting Transactions (or both).
6. **TREATMENT OF THE AMERICAN EXPRESS BRAND (U.S.):** Company may offer discounts or in-kind incentives from Company's regular prices for payments in cash, ACH funds transfer, check, debit card or credit/charge card, provided that (to the extent required by Applicable Law): (i) Company clearly and conspicuously disclose the terms of the discount or in-kind incentive to customers, (ii) the discount or in-kind incentive is offered to all prospective customers, and (iii) the discount or in-kind incentive does not differentiate on the basis of the issuer or, except as expressly permitted by applicable state statute, payment card network (e.g., Visa, MasterCard, Discover, JCB, American Express). The offering of discounts or in-kind incentives in compliance with the terms of this paragraph will not constitute a violation of the provisions set forth above in this section, "treatment of the American Express Brand".
7. **TERM:** This Addendum shall continue in effect, unless terminated by either party upon thirty (30) days notice or, the Agreement is terminated by either party pursuant to the terms of the Agreement. In addition, this Addendum may be terminated upon five (5) days notice per the request of American Express. If this Addendum is terminated, the provisions of the Agreement shall remain in full force and effect unless the Agreement is separately terminated. If the Transaction volume exclusively processed on cards issued by American Express exceeds either (1) \$1,000,000.00 in a rolling 12 month period or (2) \$100,000.00 in any three consecutive months, American Express reserves the right to provide Company with a "welcome kit" containing the American Express current Card acceptance agreement and information about the American Express standard Card acceptance program.
8. **CONFIDENTIALITY:** Company consents to allowing Vanco to disclose necessary Transaction Data, Company data and other information about Company to American Express and their Affiliates, agents, subcontractors and employees to use such information to; perform under the Regulations, operate and promote the network, perform analytics and create reports, and for any other lawful business purpose.

Company furthermore agrees to authorize American Express the use of; Company name, Company address and Company website (URL) in any media from time to time.

9. TREATMENT OF THE AMERICAN EXPRESS MARKS:

- a. Whenever payment methods are communicated to customers, or when customers ask what payments are accepted, Company must indicate acceptance of the Card and display the Marks (including any Card application forms American Express provides to Company) as prominently and in the same manner as any Other Payment Products.
- b. Company must not use the Marks in any way that injures or diminishes the goodwill associated with the Mark, nor in any way (without the prior written consent) indicate that we endorse Company's goods or services. Company shall only use the Marks as permitted by the Regulations and shall cease using the Marks upon termination of the Addendum.

10. TREATMENT OF AMERICAN EXPRESS CARDMEMBER INFORMATION:

- a. Any and all Cardmember Information is confidential and the sole property of the Issuer, American Express or its Affiliates.
- b. Except as otherwise specified, Company must not disclose Cardmember information, nor use nor store it, other than to facilitate Transactions at Company's Establishments in accordance with the Regulations.

11. ARBITRATION AGREEMENT (AS TO CLAIMS INVOLVING AMERICAN EXPRESS)

(U.S.): In the event that Company or Vanco are not able to resolve a Claim against American Express, or a claim against Vanco or any other entity that American Express has a right to join, this section explains how Claims may be resolved through arbitration. Company, Vanco, or American Express may elect to resolve any Claim by binding individual arbitration. Claims will be decided by a neutral arbitrator. If arbitration is elected by any party, neither Company nor Vanco nor American Express will have the right to litigate or have a jury trial on that Claim in court. Further, Company, Vanco, and American Express will not have the right to participate in a class action or in a representative capacity or in a group of persons alleged to be similarly situated pertaining to any Claim subject to arbitration under this Addendum. Arbitration procedures are generally simpler than the rules in court. An arbitrator's decisions are final and binding, and the arbitrator's final decision on a Claim generally is enforceable as a court order with very limited review by a court. Other rights Company, Vanco, or American Express would have in court may also not be available in arbitration.

- a. Initiation of Arbitration. Claims may be referred to either JAMS or AAA, as selected by the party electing arbitration. Claims will be resolved pursuant to this Arbitration Agreement and the selected organization's rules in effect when the Claim is filed, except where those rules conflict with this Addendum. Contact JAMS or AAA to begin an arbitration or for other information. Claims may be referred to another arbitration organization if all parties agree in writing, if American Express selects the organization and Company selects the other within 30 days thereafter or if an arbitrator is appointed pursuant to section 5 of the Federal Arbitration Act, 9 U.S.C. §§ 1-16 (FAA). Any arbitration hearing will take place in the federal judicial district where Company's headquarters is located or New York, NY, at Company' election.
- b. Limitations on Arbitration. If any party elects to resolve a Claim by arbitration, that Claim will be arbitrated on an individual basis. No Claim is to be arbitrated on a class or purported representative basis or on behalf of the general public or other persons allegedly similarly situated. The arbitrator's authority is limited to Claims between Company, Vanco, and American Express. An arbitration award and any judgment confirming it will apply only to the specific case brought by Company, Vanco or American Express and cannot be used in any other case except to enforce the award as between Company, Vanco and American Express. This prohibition is intended to, and does, preclude Company from participating in any action by any trade association or other organization against American Express. Notwithstanding any other provision in this Addendum, if any portion of these Limitations on Arbitration is found invalid or unenforceable, then the entire Arbitration Agreement (other than this sentence) will not apply, except that Company, Vanco, and American Express do not waive the right to appeal that decision.
- c. Previously Filed Claims/No Waiver. Company, Vanco, or American Express may elect to arbitrate any Claim that has been filed in court at any time before trial has begun or final judgment has been entered on the Claim. Company, Vanco, or American Express may choose to delay enforcing or to not exercise rights under this Arbitration Agreement, including the right to elect to arbitrate a claim, without waiving the right to exercise or enforce those rights on any other occasion. For the avoidance of any confusion, and not to limit its scope, this section applies to any class-action lawsuit relating to the "Honor All Cards," "non-discrimination," or "no steering" provisions of the Regulations, or any similar provisions of any prior American Express Card acceptance agreement, that was filed against American Express prior

to the Effective Date of the Addendum to the extent that such claims are not already subject to arbitration pursuant to a prior agreement between Company and American Express.

- d. Arbitrator's Authority. The arbitrator will have the power and authority to award any relief that would have been available in court and that is authorized under this Addendum. The arbitrator has no power or authority to alter the Addendum or any of its separate provisions, including this arbitration agreement.
- e. Split Proceedings for Equitable Relief. Company, Vanco, or American Express may seek equitable relief in aid of arbitration prior to arbitration on the merits if necessary to pre-serve the status quo pending completion of the arbitration. This section shall be enforced by any court of competent jurisdiction, and the party seeking enforcement is entitled to seek an award of reasonable attorneys' fees and costs to be paid by the party against whom enforcement is ordered.
- f. Small Claims. American Express will not elect arbitration for any Claim Company properly files in a small claims court so long as the Claim seeks individual relief only and is pending only in that court.
- g. Governing Law/Arbitration Procedures/Entry of Judgment. This Arbitration Agreement is made pursuant to a transaction involving interstate commerce and is governed by the FAA. The arbitrator shall apply New York law and applicable statutes of limitations and honor claims of privilege recognized by law. The arbitrator shall apply the rules of the arbitration organization selected, as applicable to matters relating to evidence and discovery, not federal or any state rules of procedure or evidence, provided that any party may ask the arbitrator to expand discovery by making a written request, to which the other parties will have 15 days to respond before the arbitrator rules on the request. If Company's Claim is for \$10,000 or less, Company may choose whether the arbitration will be conducted solely based on documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing under the rules of the selected arbitration organization. At the timely request of a party, the arbitrator will provide a writ-ten opinion explaining his/her award. The arbitrator's decision will be final and binding, except for any rights of appeal provided by the FAA. Judgment on an award rendered by the arbitrator may be entered in any state or federal court in the federal judicial district where Company's headquarters or Company's assets are located.
- h. Confidentiality. The arbitration proceeding and all information submitted, relating to or presented in connection with or during the proceeding, shall be deemed confidential information not to be disclosed to any person not a party to the arbitration. All communications, whether written or oral, made in the course of or in connection with the Claim and its resolution, by or on behalf of any party or by the arbitrator or a mediator, including any arbitration award or judgment related thereto, are confidential and inadmissible for any purpose, including impeachment or stoppel, in any other litigation or proceeding; provided, however, that evidence shall not be rendered inadmissible or non-discoverable solely as a result of its use in the arbitration.
- i. Costs of Arbitration Proceedings. Company will be responsible for paying Company's share of any arbitration fees (including filing, administrative, hearing or other fees), but only up to the amount of the filing fees Company would have incurred if Company had brought a claim in court. American Express will be responsible for any additional arbitration fees. At Company's written request, American Express will consider in good faith making a temporary advance of Company's share of any arbitration fees, or paying for the reasonable fees of an expert appointed by the arbitrator for good cause.
- j. Additional Arbitration Awards. If the arbitrator rules in Company's favor against American Express for an amount greater than any final settlement offer American Express made before arbitration, the arbitrator's award will include: (1) any money to which Company is entitled as determined by the arbitrator, but in no case less than \$5,000; and (2) any reasonable attorneys' fees, costs and expert and other witness fees incurred by Company.
- k. Definitions. For purposes of section 11, "Arbitration Agreement (as to Claims involving American Express) (U.S.)" only, (i) American Express includes its Affiliates, licensees, predecessors, successors, or assigns, any purchasers of any receivables, and all agents, directors, and representatives of any of the foregoing, (ii) Company includes Company's Affiliates, licensees, predecessors, successors, or assigns, any purchasers of any receivables and all agents, directors, and representatives of any of the foregoing, and (iii) Claim means any allegation of an entitlement to relief, whether damages, injunctive or any other form of relief, against American Express or against Vanco or any other entity that American Express has the right to join, including, a transaction using an American Express product or network or regarding an American Express policy or procedure.



Client Procedures

Credit and Debit Card Processing

**FOR YOUR RECORDS ONLY.
PLEASE DO NOT RETURN.**

Introduction

Thank you for choosing Vanco's **Credit and Debit Card Processing** for your card processing needs. These Client Procedures are designed to provide you with the guidelines for processing credit card and/or debit card transactions through Vanco Services. The term "credit card" is used throughout this document to denote both credit cards and debit cards.

Common Terms: Throughout this guide, we will use the following terms to refer to the individual parties involved in processing your credit card transactions.

- **Merchant:** The recipient of funds (you) from an authorized transaction.
- **Cardholder:** The individual who authorizes you to transfer funds from their credit card account.
- **Vanco:** Vanco Payment Solutions (often referred to as "we") is the service provider responsible for facilitating the processing of your credit card transactions and the holder of the Merchant Account.
- **Acquirer:** The financial institution, which has contracted with Vanco Payment Solutions to acquire your transactions and distribute them to the appropriate Card-Issuing Bank.
- **Issuing Bank:** The financial institution that issued the credit card to the Cardholder and bills that individual for transactions they authorize.
- **Associations:** The associations of banks that electronically exchange credit card transactions and Chargebacks for credits and debits. Visa U.S.A., Incorporated (VISA) and MasterCard International Incorporated (MasterCard) are both Associations.
- **Independent Card Issuers:** Includes American Express/Optima, Diners Club/Carte Blanche, Discover, and JCB. These cards have their own rules and best practices independent from the Associations described above.
- **ACH Network:** The Automated Clearing House (ACH) Network is the nationwide electronic funds transfer system through which funds are transferred to or from your designated bank account. The operating rules and business practices for the ACH network are set by the National Automated Clearing House Association (NACHA – www.nacha.org).
- **MyVanco:** MyVanco is the secure web-based portal that gives Vanco clients 24/7 access to payment processing tools and reporting capabilities.

The Transaction Lifecycle: Each credit card transaction has a lifecycle, which begins when the Cardholder provides Authorization and ends with the settlement of funds into your designated account. The individual steps involved in a transaction lifecycle include:

Authorization –

1. Cardholder gives Merchant the Authorization to charge their card.
2. Merchant transmits the Authorization to Vanco.
3. Vanco transmits the Authorization to Acquirer and processes the transaction request accordingly.
4. Acquirer transmits the Authorization to the appropriate Association.
5. Association transmits the Authorization information to Issuing Bank.
6. Issuing Bank either approves or rejects the Authorization.

Settlement –

1. Upon approval, Issuing Bank electronically transmits the transaction data and funds to Association.
2. Association transmits the transaction data to Acquirer.
3. Acquirer transmits the transaction data to Vanco.
4. Vanco directs the funds from Acquirer's account to Merchant's appropriate bank account via the ACH Network.

The timing in which card transactions are processed depends on the type of card used. All transactions transmitted through the Associations are conditional and subject to reversals and adjustments. The Associations have developed rules and best practices (the "Association Rules") that govern their member banks in the procedures, responsibilities, and allocation of risk for this process. The Association Rules and applicable banking laws give Cardholders and Issuing Banks certain rights to dispute transactions, long after funds have been settled in Merchant's bank account. These disputed transactions are referred to as Chargebacks.

Vanco does not decide which transactions are charged back, or rejected, and we do not control the ultimate resolution of the Chargeback. While we can attempt to reverse a Chargeback to the Issuing Bank, we can only do so if the Issuing Bank agrees to accept it or the Association requires the Issuing Bank to do so after a formal appeal process. In some cases, the Cardholder may be able to successfully charge back a credit card transaction even though Merchant has provided services and are otherwise legally entitled to payment from Cardholder. While Merchant may still be able to pursue claims directly against Cardholder, Vanco will not be responsible for such transactions.

Vanco Rules and Best Practices: As we begin processing your credit card transactions, Vanco suggests the following in order to enjoy an easy, hassle-free experience with us.

- Record your assigned Client ID number (ES ####) for easy reference when calling Vanco.
- Make time for our Implementation Department to train you in on the following:
 - Using MyVanco
 - User ID & Password
 - Policies
 - Timelines
 - Reports
- Review all Confirmation Reports to verify Adds, Changes, and/or Deletes.
- Reconcile your Merchant Services Deposit Report to your bank account in a timely manner.
- Address all items in the "Failed Transactions" section of the Merchant Services Processing Report in a timely manner.

MyVanco (Online Service Center): Vanco Payment Solutions encourages you to take advantage of MyVanco for three main reasons:

- Setting up new Cardholders is easier and more economical via MyVanco.
- You will be able to manage all credit card transactions processed through Vanco 24 hours a day, 7 days a week from any computer with Internet access, and
- You will have the ability at any time to view all transactions and operational reports.

To gain access to MyVanco, call our Client Services Department at 800-675-7430. For each authorized user we will need the following information:

- First and last name
- An eight character User-ID
- A valid email address
- Level of desired access (Full-Access or Read Only)

MyVanco Requirements:

128-bit Encryption – Vanco requires that you use a browser capable of 128-bit encryption. Encryption is a security measure whereby information is scrambled as it is transmitted over the Internet to ensure confidentiality. Having a browser with 128-bit encryption will ensure maximum security during your MyVanco sessions.

Upon logging into MyVanco, you can confirm that your session is encrypted by locating a small icon. Netscape Navigator and Internet Explorer users will see a padlock icon in the lower right corner of the browser. For information about your browser's specific security capabilities go to the help section on the browser menu. If your browser needs to be upgraded, we recommend downloading the latest version of your browser.

Virus Protection – Vanco requires that you run anti-virus software before transmitting data through MyVanco. The anti-virus software you run should be commercially available and updated no less than once per month.

Card Association Rules and Best Practices

This section focuses primarily on the MasterCard and VISA Associations' operating rules and best practices and provides you with guidelines for a sound credit card program. The information provided in this section is designed to help you decrease your Chargeback liability and to help you train your employees.

Card Descriptions: To help prevent fraud, make sure you verify the credit card being used. The following is a description of authorized Visa and MasterCard credit cards:

VISA cards have the VISA symbol on the right-hand side of the card. Above the VISA symbol is the three-dimensional hologram of the VISA Dove design. The expiration date must be followed by one space and the symbol "V". VISA account numbers are either 13 or 16 digits and the first digit is always a four (4). In addition, the Classic and Preferred Cards have the first four digits of the account number printed directly below the embossed number. You must always check these numbers carefully to ensure that they are the same. Only VISA cards fitting this description may be accepted.

MasterCard cards are issued under the following names: MasterCard, EuroCard, Access, Union, Million and Diamond). The MasterCard symbol appears on the right-hand side of the front or back of the card. MasterCard and the Globe designs appear in a three-dimensional hologram above the symbol. In addition, the words Classic, Preferred, Gold, or Business may appear. MasterCard account numbers are always 16 digits and the first digit is always a five (5). The first four digits of the account must be printed directly below the embossed number. Only MasterCard cards fitting this description may be accepted.

Discover account numbers on cards are made up of four groups of digits totaling 16 numbers and always start with 6011. The embossed numbers should be clear and uniform in size and spacing and should extend into the hologram. The expiration date appears in a MM/YY format after the words "Valid Thru." A special embossed "n" or "D" appears on the same line as "Member Since" and "Valid Thru." All cards display the logo of either Discover or Novus. The Discover hologram appears with the images of a sphere, water, and stars.

American Express/Optima account numbers on cards are made up of three groups of digits totaling 15 numbers. In addition, there is a four digit Card ID number, which is printed on the card rather than embossed.

Expiration Dates: Carefully verify the expiration (valid to) date. Do not accept a card which has expired or where the expiration date has passed.

Recurring Transactions: The following are rules and regulations for processing Recurring Transactions (e.g., monthly membership fees, regular contributions, orthodontic payments, etc.).

- Cardholder must complete and deliver to you a signed Authorization Form specifying the transaction amounts, the frequency of recurring charges and the duration of time for which the Authorization is valid.
- If the Recurring Transaction is renewed, the Cardholder must complete and deliver to you a subsequent Authorization Form for the continuation of such services to be charged to the Cardholder's account.
- You may not complete a Recurring Transaction after receiving a cancellation notice from the Cardholder or Issuing Bank or after an Authorization has expired or been denied.
- A Recurring Transaction may not include partial payments for services purchased in a single transaction.
- You may not impose a finance charge in connection with a Recurring Transaction.

Honoring Cards: The following rules are requirements strictly enforced by MasterCard and VISA:

- You cannot establish minimum or maximum amounts as a condition for accepting a card.
- You cannot impose a surcharge or fee for accepting a card.
- You cannot establish any special conditions for accepting a card.
- You cannot establish procedures that discourage, favor or discriminate against the use of any particular Card.
- You must include any tax required to be collected in the total transaction amount.
- You cannot submit any transaction representing the refinance or transfer of an existing Cardholder obligation deemed uncollectible.
- You cannot submit a transaction or sale that has been previously charged back.
- You cannot submit a transaction or sale to cover a dishonored check.

Effective January 1, 2004, the "honor all cards" rule has been revised to allow you to choose the category of Visa and MasterCard cards you will accept. As of January 1, 2004, you can choose to:

1. Accept all cards, including consumer credit and debit, and commercial cards.
2. Accept consumer credit and commercial cards only (those Merchants choosing this option must accept all MasterCard and/or Visa credit and commercial products including Visa business check cards).
3. Accept consumer debit only (those Merchants choosing this option must accept all MasterCard and/or Visa consumer debit card products).

The new acceptance options apply only to domestic transactions. If you accept any MasterCard or Visa product bearing the MasterCard or Visa flag symbol, you must continue to accept both debit and credit card products issued by non-U.S. Members.

Deposits of Principals: Owners, partners or officers of your business establishment are prohibited from depositing sales transacted on their own personal bankcards, other than transactions for valid purchases of services (e.g., cash advances are prohibited).

Cash Payment/Disbursement: You must not accept any direct payments from Cardholders for services that have been included on an Authorization Form. It is the right of the Card-Issuing Bank to receive such payments. Taxes on Card transactions must be included in the amount charged and may not be collected by you in cash. You may not make any cash disbursements to a Cardholder as part of a Card transaction except to the extent expressly indicated in the Association Rules or on the signed Authorization Form.

Authorization

This section focuses on the rules and best practices as suggested by both Vanco Payment Solutions and Card Associations that should be acknowledged when obtaining Authorization for credit card transactions.

In order to process a credit card transaction, you must first obtain Authorization from the Cardholder. Failure to do so may result in a Chargeback and/or the termination of your agreement. A Cardholder's Authorization indicates the Cardholder's willingness to allow you to charge his/her card for the exchange of a service. It does not warrant that the person providing Authorization is the rightful Cardholder, nor is it an unconditional promise or guarantee that you will not be subject to a Chargeback or debit.

Upon receiving Authorization, Vanco will submit the transaction to the appropriate Association where it will be assigned an "Authorization Code". The Authorization Code authorizes Vanco to process the transaction. Vanco stores all Authorization Codes.

The three forms of Authorization allowed by Vanco are Written (Authorization Form), Internet-Initiated, and Telephone-initiated. All Authorizations must include the following:

- Name on credit card
- Cardholder's billing address, city, state and zip *
- Credit card type
- Credit card # and expiration date
- Transaction amount
- Frequency of charges and duration (if recurring)
- Signature of Cardholder or electronic equivalent
- Date of Authorization

* The Cardholder's billing address is required and used with our Address Verification Service (AVS) to protect against fraud.

Note: Card Association rules prohibit writing down or storing the Card Verification Security Code (CVV2).

Written Authorization: Vanco Payment Solutions recommends using one of our pre-designed Authorization Forms. If you choose to design your own authorization form, Vanco must review and approve it to make certain that it complies with Association Rules.

Internet-Initiated Authorization: To accept Internet-Initiated transactions via your Web site, ask your Vanco Payment Solutions marketing representative about **WebPay**.

Telephone-Initiated Authorization: If you use the telephone to obtain Authorization for a credit card transaction, you must adhere to the following guidelines:

- Telephone-Initiated transactions are one-time transactions only.
- TEL entry may be transmitted only in circumstance in which (1) there is an existing relationship between consumer and organization, or (2) there is not an existing relationship, but the consumer has initiated the telephone call to the organization.
- Additional credit card charges require written Authorization from the Cardholder and must be initiated by the Cardholder.

- Staff member taking the telephone Authorization must complete an Authorization form and write "TO" (telephone order) on Cardholder's signature line.

Telephone-Initiated Authorizations must include the date of Cardholder's verbal Authorization and a business telephone number for the Cardholder to call during normal business hours.

Note: In order to minimize your risk, you should verify the identity of the Cardholder. As an originator of a Telephone-Initiated entry, you are required to utilize commercially reasonable procedures to verify the identity of the Cardholder. Methods include the use of a directory or database to verify the Cardholder's name, address and phone number.

Retention of Records:

Written and/or Telephone Initiated Authorization – A copy of the Authorization Form or the original confirmation of the Cardholder's Authorization must be retained for a minimum of three (3) years following the termination or revocation of the Authorization.

For the security and privacy of cardholders' personal information, Vanco Payment Solutions highly recommends storing signed Authorization Forms in a secure place (i.e. a locked cabinet).

Document Destruction:

Card association rules require that authorizations be destroyed after three years from the date of the last transaction. Vanco will issue a Document Destruction Report prompting the recipient to destroy the listed authorizations.

Internet-Initiated Authorization – You are not required to retain any records regarding Internet-Initiated Authorizations. Vanco will store Authorizations made via the Internet in our system.

Processing and Settlement

Only valid debits that arise from a transaction between a bona fide Cardholder and your establishment may be presented for settlement. If you deposit or attempt to deposit sales between Cardholders and any establishment other than yours, you will be subject not only to a Chargeback, but also to immediate termination of your agreement and/or legal action.

When Transactions Are Processed:

- **Prescheduled transactions** (one-time or recurring) are processed at **3:00 a.m. CT**. Any necessary changes must be completed by this time.
- **New transactions** (one-time or recurring) with a **start date of today** are processed at **3:00 p.m. CT**. Any necessary changes must be completed by this time.

Entry of Authorization Information: In order to process your credit card transactions, Authorization information must be entered into our system. You may enter Authorization information yourself via MyVanco or send a data file with the Authorization information.

Entering Data via MyVanco – Enter the authorization information yourself via MyVanco.

Sending a Data File – You can program your software to generate a file using Vanco's standard layout. If you have any questions regarding this option, please call Vanco's Client Services Department.

The Confirmation Report – The day after new Authorizations have been entered into our system or changes have been made to current Authorizations, a Confirmation Report is sent to you. It is your responsibility to make sure all information on the Confirmation Report is accurate. If you have any discrepancies regarding the information on the Confirmation Report, make sure the corrections are made.

Settlement: After transactions have been processed, Vanco will direct funds into your designated account within the following card-specific timelines.

- **VISA & MasterCard** – 2 business days
- **Discover** – 3 business days
- **American Express** – 4 business days

Note: The term "business days" refers to all calendar days other than Saturday, Sunday, and Federal holidays. The timelines above are based on transactions that have been successfully processed. If a Chargeback occurs, settlement may be delayed.

The net dollar amount that is credited to your account is the gross amount of funds from your processed transactions minus the program charges (transaction fee plus the discount rate).

The net amount will be listed on your bank statement with a transaction description that includes the first sixteen (16) characters of your business name followed by "MERCHDEP" (e.g. COMPANY ABC MERCHDEP). Vanco will direct settlement funds to your account through the Automated Clearing House (ACH) Network.

Refunds: The following are rules and best practices for issuing refunds.

- Complete and submit Vanco's **Stop-Change-Credit Form** for the total amount of the refund due to a Cardholder.
- Authorization is not required for refunds.
- Refunds may only be credited back to the original card.
- You cannot intentionally submit a transaction and an offsetting credit at a later date solely for the purpose of debiting and crediting your own or another individual's account.
- Avoid giving cash, check or in-store credit refunds for credit card sales.
- For Internet-Initiated Authorizations, we recommend you post your return policy and have the Cardholder click an "accept button" to accept the terms of your return policy prior to completing the Authorization.

Refunds must be initiated by Vanco Services, not via MyVanco.

Chargebacks and Other Debits

A "Chargeback" is a transaction that has been returned as unpaid due to a dispute by the Cardholder or Issuing Bank. You are responsible for all Chargebacks and related costs arising from your credit card transactions. Your Settlement Account may also be debited in the event we are required to pay Association fees, charges, fines, penalties, or other assessments as a consequence of your transaction activities.

When a Chargeback Occurs: After the Cardholder has disputed a transaction, the Issuing Bank has the following two options depending on what the Cardholder has indicated as the reason for the dispute.

- Request a copy of the sales record – "Media Retrieval Request". Vanco will contact you for the appropriate sales information.
- Request that the transaction be charged back to the Merchant. Vanco will notify you when Chargebacks occur and debit your account accordingly.

Vanco will provide you with copies of these requests so that you can provide a response.

You must respond to Chargebacks immediately! If you do not respond to a Chargeback in a timely manner, you will be subject to a "non-receipt of requested sales slip" Chargeback. This type of Chargeback is non-reversible.

Issuers have the right to charge back transactions for up to 120 days. If the Issuing bank has submitted a Chargeback, your account is immediately debited for the amount of the dispute and will not be reversed until the Cardholder and/or Issuing Bank accepts your defense. You have fourteen (14) calendar days from the date on the request to gather as much information about the transaction as possible and provide us with a comprehensive response to the request.

Chargeback Reasons: The following are common reasons for Chargebacks.

- Transaction was not authorized.
- Transaction was processed on an account not found on an Issuing Bank's master file.
- Transaction was processed more than once to the same Cardholder.
- Credit was not processed.
- Cardholder never received service requested or service was not performed as represented by Merchant.
- Cardholder claims they neither authorized nor participated in the transaction, or a fictitious account number was used to complete the transaction.
- Card was used before effective date or after expiration date.

Other Chargeback Reasons:

- Services not rendered.
- Services are paid by another method (i.e., cash, check, another card).
- Error in addition was made when calculating transaction amount.
- Incorrect/invalid account number.
- A valid Authorization was not obtained for a transaction and Cardholder neither authorized nor participated in transaction.
- Credit was posted/processed as a debit or a debit was processed as a credit.
- Cardholder did not receive proper credit.
- Transaction was processed for an incorrect amount.
- Services received by Cardholder did not match Merchant's description.
- Counterfeit transaction.
- Account number was listed on exception file.
- Transaction was completed after Authorization was declined.
- Transaction was not processed within VISA, MasterCard, Discover, or American Express time frames.
- No Cardholder signature was obtained.
- Cardholder claims Merchant changed amount of transaction without permission.
- Fraudulent transaction occurred with a Merchant who has prior history of fraudulent transactions.
- Transaction was suspicious.
- Cardholder disputes the validity of a transaction.
- Cardholder cancelled transaction/order.

Other Debits:

- Association fees, charges, fines, penalties, or other assessments as a consequence of your transactions.
- Reversal of deposit posted to your account in error.
- Debit for summary adjustment not previously charged.
- Reversal of credit for deposit previously posted.
- Debit for Chargeback never posted to your account.
- Debit and/or fee for investigation and/or Chargeback costs related to our termination of the Agreement for cause or for costs related to our collection activities including reasonable attorneys' fees.
- Incorrect transaction date submitted.

Account Maintenance

Please contact Vanco Client Services if you:

- Change your DDA (Settlement Account) Number.
- Change your Legal Name or Structure.
- Change your Company DBA Name, Address or Telephone Number.
- Change your type of business.

If a change occurs to your Settlement Account, you must promptly complete and forward to Vanco a **Banking Authorization Change Form**. If any change occurs to a Cardholder's Authorization information (i.e., change in credit card number, change in scheduled transaction amount, etc.) or if a credit needs to be issued, you must promptly enter such information on MyVanco or complete and forward to Vanco a **Change-Stop-Credit Form**.

Managing Risk

According to Visa and MasterCard rules, Merchants that accept card payments and do not obtain a signature at the time of sale are responsible and liable for transactions in the event of a Cardholder dispute. Cardholder disputes can result in Chargebacks. To help prevent fraud and Chargebacks:

- Make every effort to know your customer. The amount of exposure you have to Internet fraud depends on your business policies, operational practices, fraud prevention and detection tools, and the type of service you sell.
- Make sure all employees have a thorough understanding of the fraud risk associated with any Internet transactions.

Compliance with Visa, MasterCard, & Vanco: Vanco, along with both VISA and MasterCard have Chargeback Monitoring and Fraud Review guidelines that are designed to mitigate fraud risk and curb Chargebacks. Your transaction activity is tracked to ensure compliance within those guidelines. If you generate more Chargebacks than the guidelines allow, VISA and MasterCard will send several warning letters asking that you take steps to decrease your Chargebacks—if there is no improvement, penalties may be assessed. In certain circumstances, fees and fines are immediate. However, it is the responsibility of the Merchant to monitor their account, not Vanco Services.

Address Verification Service (AVS): AVS is a valuable tool to help verify Cardholder information. AVS checks the billing address that a Cardholder provides for Authorization against the billing address on file with their Issuing Bank. Vanco requires AVS.

Vanco's Risk Management Tools: Vanco is dedicated to mitigating risk. Some of the ways we help manage risk for you and the Cardholder include:

- Delaying funding** – Instead of immediate funding, Vanco may delay funds up to seven (7) business days. This allows the financial institution an opportunity to review the daily activity prior to releasing the funds.
- Capturing Reserves** – This may be required and can be captured from daily funding holds or from another agreed upon method.
- Monitoring of your account** – Daily transaction monitoring may occur to check for any unusual activity. Our **Hawk System** is a comprehensive risk management system, which constantly monitors system irregularities for the detection and prevention of fraud.

In addition, Vanco periodically conducts a credit review of your Merchant account. When this occurs, we may contact you for updated financial information.

The risk components discussed above are subject to change.

Reports

Once generated Vanco's operational reports may be accessed 24/7 via MyVanco. It is your responsibility, as a client of Vanco, to review all reports for accuracy.

Confirmation Report:

Description – Details all new Cardholders and transactions as well as any changes and stop payments that have been entered into Vanco's system.

Timing – Generated at 2:40 a.m. Central Time the day after new entries, changes, or stop payments have been entered.

Processing Report:

Description – Lists all credit card payments to be processed. Transactions listed on this report **cannot** be stopped from being settled.

Timing – Generated at 6:00 p.m. Central Time.

Deposit Report:

Description – Shows the net dollar amount (gross dollar amount minus program charges) to be deposited into your bank account. If you prefer, Vanco can add a "transaction detail" section to this report, which details each individual transaction processed (call for details). Transactions listed on this report have already been processed and **cannot** be stopped from being settled.

Timing – Generated at 3:00 p.m. Central Time two business days prior to each settlement date. A "business day" is any calendar day other than a Saturday, Sunday, or Federal holiday.

Credit Card Expiration Date Report:

Description – Shows all Cardholders whose cards have an expiration date in the current month, the following month, and those that have already expired.

Timing – Generated on the 1st of each month.