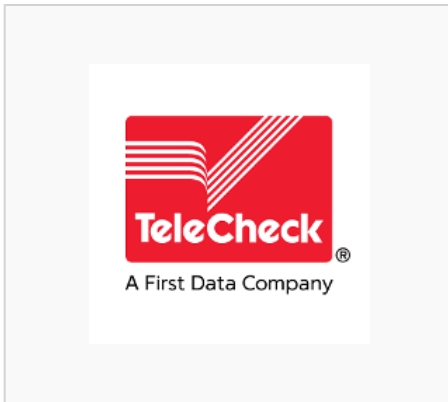


TELECHECK SERVICES, INC.
END USER LICENSE AGREEMENT

[App Market](#)

TeleCheck

[by First Data](#)

Available on: Clover Station, Clover Mobile, Clover Mini

[End-User License Agreement](#)

[Privacy Policy](#)

Description

TeleCheck's warranty service guards you against check losses, so you can accept checks with confidence!

Give your customers the flexibility of paying with a check. Millions of Americans have checking accounts, but don't have a debit or credit card. TeleCheck on Clover allows you to take checks safely and securely while saving time and money by not having to deposit checks at the bank. Funds are deposited to your account within two banking days.

Usage Fees Apply:

Rate: 1.50%

Transaction Fee: \$0.20

No Monthly Fees

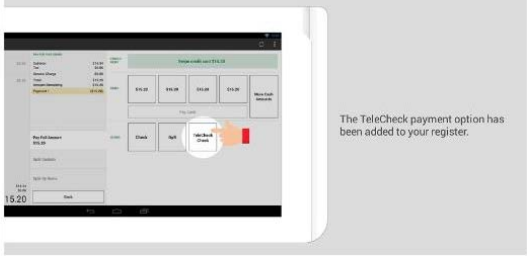
Video

This page can't be displayed

- Make sure the web address <https://www.youtube.com> is correct.
- Look for the page with your search engine.
- Refresh the page in a few minutes.

Screenshots

Getting Started with TeleCheck



The TeleCheck payment option has been added to your register.

Next



Total Check Amount: \$15.20

When you provide a check as payment, you authorize us to use information from your check to process a one-time Electronic Funds Transfer (EFT) or draft drawn from your account, or process the payment as a check transaction. You also authorize us to process credit adjustments, if applicable. If your payment is returned unpaid, you authorize us to collect your payment and the Return Fee amount below by EFT(s) or draft(s) from your account. If you are presenting a corporate check, you make these representations as an authorized corporate representative.

If your payment is returned unpaid, you authorize the collection of your payment and a return fee of \$[30 or 7%] by EFT(s) or draft(s) drawn from your account.

Return Check Fee Amount: \$[1.06]

Customer signature here

Customer is not present

Decline

Accept



Capture an image of the front of the check

Hold the check under the camera on the left of the Clover Station. Line up the check with the guide lines and tap the button to take the picture.

Cancel

APPROVED



Write "VOID" on the check and return it to the customer along with the printed receipt.



Next



[Home](#)

[End User License Agreement](#)

End User License Agreement

Last Updated: 6-11-2015

This End-User License Agreement (the “Terms” or this “Agreement”) sets forth the terms and conditions that govern access to and use of the merchant check acceptance app (the “App”) made available by TeleCheck Services, Inc. (“TeleCheck”, “we,” or “us”), and the check acceptance processing services that we provide via the app for point of sale devices (each, a “Device”) that operate on the platform offered by Clover™ Network, Inc. (“Clover”). These Terms are a legal agreement between the person or entity who has an agreement to use the Device on which the App is loaded (“you,” “your” or “Entity”) and TeleCheck. By clicking to “Accept” these Terms and/or by using our check acceptance services, you agree to be bound by these Terms. The person who clicks to “Accept” these Terms represents and warrants that he or she has the authority to act on your behalf to download and use the App and to agree to these Terms. These Terms do not alter in any way the terms or conditions of any other agreement you may have with any other party for products, services or otherwise. Any of the TeleCheck services, including, without limitation, funds settlement, billing and customer service, may be performed by one or more of TeleCheck’s affiliates.

1. Additional Terms.

Your use of the Device is subject to any terms and conditions that originate from the supplier of your Device (and not TeleCheck), and you agree to comply with such terms and conditions. You represent and warrant that you are authorized to use the Device upon which you install, access and use the App.

2. Fees.

2.1 Fees. The fees and charges applicable to your access to and use of the App and the Services (“Fees”) are displayed in the Clover App Market prior to your installation of the App or are set forth in this Agreement, as changed from time to time by TeleCheck, plus all applicable taxes. You may cancel this Agreement and your monthly subscription to access and use the App at any time by uninstalling the App via your Device. Your cancellation will become effective upon the end of the billing cycle in which such cancellation occurs. In the event of such cancellation or any other termination, you will not receive any refund for the billing period during which such cancellation occurs.

The “**Inquiry Rate**” is the percentage rate which shall apply to the face amount of each Item (up to the Warranty Maximum), for which an authorization inquiry is made to TeleCheck by telephone, electronically or otherwise, whether or not a TeleCheck Approval Code is issued. The “**Transaction Fee**” is the additional per transaction charge for each Warranty Transaction inquiry, whether or not a TeleCheck Approval Code is issued. The following additional fees may also be charged by TeleCheck: The “**Funding Report Fee**” is a \$15.00 monthly fee to receive daily funding reports or a \$10.00 fee to receive weekly funding reports, as may be requested by you. There is no charge for our standard monthly funding report. The “**Chargeback Fee**” is a \$5.00 handling fee for each chargeback of an ECA Warranty Transaction. The “**Correction Fee**” is a \$5.00 fee payable on each Item that must be corrected due to your error or at your request. The “**Customer Requested Operator Call Fee**” “**CROC**” or “**Voice Authorization Fee**” is an additional \$2.50 per operator or Interactive Voice Response (IVR)-assisted call not requested by TeleCheck. The “**Recovery Processing Fee**” is a \$5.00 fee for each Item that fails to meet warranty requirements for which TeleCheck elects, in its discretion, to reimburse you as a “Goodwill Item” for a specific Return Item. An “**Application Update Fee**” of \$25.00 per terminal shall be charged for each occasion that a terminal application update is made available for additional features, different information or regulatory compliance. Any additional requests or other services not included in this Agreement may be subject to additional fees. Fees for these items may be obtained by contacting TeleCheck. The above fees are in addition to any fees charged by TeleCheck to you under any other agreement.

2.2 Payment. All fees and charges are due upon receipt of invoice. You authorize TeleCheck to debit from Subscriber’s Account, all payments and

other amounts owed (including, without limitation, all Return Items, Returned Payments, chargebacks, adjustments, fees and charges, and delinquency charges) under this Agreement or any other agreement between you and TeleCheck or its affiliates, and to credit all amounts owing to you under this Agreement to Subscriber's Account. If there are insufficient funds in Subscriber's Account to pay amounts owed to TeleCheck or its affiliates, or if debits to Subscriber's Account are rejected due to ACH debit blocks, or if there are any amounts otherwise not paid by you when due, including, without limitation, delinquency charges, chargebacks or rejected and reassigned warranty Items, You shall immediately reimburse TeleCheck or its affiliates upon demand, or at TeleCheck's option, TeleCheck may offset or recoup such amounts against any amounts due you under this Agreement or any other agreement between you and TeleCheck or its affiliates. A delinquency charge of 1-1/2% per month or the highest amount permitted by law, whichever is lower, shall be added to the outstanding balance of any account over 15 days delinquent. TeleCheck shall have the right to suspend all services and obligations to you, including the payment of all warranties due and all transactions previously authorized, during any period in which your account is delinquent. You agree to pay to TeleCheck a fee of \$25.00 or the highest amount permitted by law, whichever is lower, for any Returned Payment. You shall also be responsible for paying for all of the point of sale supplies related to the TeleCheck services (i.e., paper and ink for terminals, rubber stamps, if applicable).

2.3 Security Interest. To secure your obligations to TeleCheck and its affiliates under this Agreement and any other agreement (including any check or credit card processing services), you grant to TeleCheck a lien and security interest in and to any of your funds pertaining to the transactions contemplated by this Agreement now or hereafter in the possession of TeleCheck or its affiliates, whether now or hereafter due or to become due to you from TeleCheck. Any such funds may be commingled with other funds of TeleCheck, or, in the case of any funds held in a reserve account, with any other funds of other subscribers of TeleCheck. In addition to any rights now or hereafter granted under applicable law and not by way of limitation of any such rights, TeleCheck is hereby authorized by you at any time and from time to time, without notice or demand to you or to any other person (any such notice and demand being hereby expressly waived), to set off, recoup and to appropriate and to apply any and all such funds against and on account of your obligations to TeleCheck and its affiliates under this Agreement and

any other agreement, including, without limitation, fees for any other services (including any check or credit card processing services), whether such obligations are liquidated, unliquidated, fixed, contingent, matured or unmatured. You agree to duly execute and deliver to TeleCheck such instruments and documents as TeleCheck may reasonably request to perfect and confirm the lien, security interest, right of set off, recoupment and subordination set forth in this Agreement.

3. Term, Termination and Amendment.

The App enables you to use the Services as provided in this Agreement. This Agreement shall be effective from the date you install the App (“Effective Date”) and shall continue until terminated as provided for in this Agreement. We reserve the right to amend, at our discretion, this Agreement, including, without limitation, any rates, fees, addenda and/or the TeleCheck Operational Procedures, by providing you notice and such amendments shall be effective 30 days from the date notice is mailed to you by regular mail or provided to you by email. In the event we changes the rates, fees or warranty limits hereunder, you may terminate this Agreement upon written notice received by us within such 30 day period. We may terminate this Agreement at any time upon notice to you. You may terminate this Agreement at any time upon written notice if we have failed to cure a material breach of this Agreement within 30 days following written notice of that breach given by you.

4. Definitions.

As used in this Agreement, the following definitions apply: “ACH Network” means the Automated Clearing House Network, a processing and delivery system that provides for the distribution and settlement of electronic credits and debits. “Authorization” means the written or electronic authorization, in the form approved by TeleCheck, signed by Consumer authorizing the payment for each ECA Warranty Transaction. “Batch” means a collection of saved transactions transmitted to TeleCheck for settlement processing. “Claim” means any claim, demand, directive, suit or other proceeding, notice, damage, expense (including reasonable attorney’s fees), assessment, fine or liability of any kind. “Consumer” means a person or entity that authorizes an Item. “Consumer Authorization Format” means the required format (including, without limitation, all verbiage for payment authorization, return item fees, check approvals and declines, etc.), provided by TeleCheck to you, as amended from time to time, for processing Consumer payments to you as an ECA

Warranty Transaction. “ECA Warranty Transaction” means a transaction processed by TeleCheck under the ECA Warranty Service as an electronic funds transfer or a remotely created check for the contemporaneous purchase of goods or service by a Consumer at your physical location. “Item” means an outstanding financial obligation pursuant to a paper check, electronic funds transfer or remotely created check processed under this Agreement. “NACHA Rules” means the National Automated Clearing House Association Operating Rules and Guidelines, as amended from time to time, that govern the ACH Network. “Paper Warranty Transaction” means a transaction for the contemporaneous purchase of goods or services pursuant to TeleCheck’s Paper Warranty Service that is processed as a paper check. “Return Item Fee” means any fee or exemplary damages allowed by law that may be assessed on a Return Item. “Return Items” mean any Items that are dishonored, returned, reversed, charged back or otherwise unpaid by a Consumer’s financial institution upon presentment for payment, regardless of the reason or timing. “Returned Payment” means any financial obligation pursuant to this Agreement not paid by your financial institution. “Subscriber’s Account” means your financial institution account. “TeleCheck Approval Code” means that we have authorized an Item for warranty coverage under this Agreement. “TeleCheck Operational Procedures” means TeleCheck’s published policies and procedures contained in various documents provided to you concerning the services, the App and any equipment provided pursuant to this Agreement. “TeleCheck Parties” means TeleCheck, its affiliates, officers, directors, employees, shareholders, agents and attorneys. Services are defined in **Section 5** below. “Warranty Transaction” means an ECA Warranty Transaction or a Paper Warranty Transaction. Warranty Maximum” (a) for an Item processed as an ECA Warranty Transaction means the lower of (i) the face amount of the Item; or (ii) \$25,000.00; (b) for a Paper Warranty Transaction means the lower of (i) the face amount of the Item or (ii) \$99,999.99.

5. Warranty Services.

TeleCheck will provide you with (i) coded information to assist it in determining whether to accept an Item; (ii) processing services; and (iii) certain warranty services for Items that comply with the applicable warranty requirements below (collectively, the “Services”); all as specifically set forth in this Agreement. The Services include the Electronic Check Acceptance® (ECA®) check based payment processing services

that convert eligible paper checks to electronic fund transfers for payment into the Subscriber Account (“ECA Warranty Service”). However, in some instances, transactions that are initiated for processing as an electronic fund transfer may be approved as a paper check only transaction under which you would deposit such check into your financial institution for payment (in such cases the “Paper Warranty Service”).

TeleCheck warrants the accuracy of the information it provides to you in connection with an Item processed using the warranty services when TeleCheck issues a TeleCheck Approval Code and so long as the Item meets all applicable warranty requirements. TeleCheck has sole discretion to determine whether or not to issue a TeleCheck Approval Code.

TeleCheck’s obligation to purchase each Warranty Transaction Item that received a TeleCheck Approval Code, met the warranty requirements and became a Return Item (a) will not exceed an amount equal to the Warranty Maximum and (b) will not exceed (in any event) the amount of the Return Item. YOUR SOLE AND EXCLUSIVE REMEDY FOR BREACH OF THE INFORMATION WARRANTY CONTAINED IN THIS PARAGRAPH WILL BE THE RIGHT TO REQUIRE TELECHECK TO PURCHASE RETURN ITEMS THAT MEET THE WARRANTY REQUIREMENTS AND FOR WHICH YOU RECEIVED A TELECHECK APPROVAL CODE.

You are not authorized to use the Services in connection with any transaction conducted, in whole or in part, over the Internet or in any non face-to-face transaction except as specifically provided for in this Agreement. You will not resell the Services to any third party. This Agreement is solely between you and TeleCheck; and while this Agreement is in effect, you will process all of the Items you receive from Consumers as payment for your goods or services using TeleCheck’s Services prior to accepting such Items.

5.1 Warranty Requirements. You represent, warrant and agree, as applicable, with respect to each Warranty Transaction submitted to TeleCheck for processing under this Agreement that:

- a. The check is a first party check drawn on Consumer’s deposit account at a United States financial institution, completely and properly filled out and made payable to you. The name and address of the Consumer is imprinted or typed on the check by the check manufacturer. If a P.O. Box is used, or an address is not imprinted by the check manufacturer, a physical address (which

- may be a rural route or highway location number) is written on the check according to TeleCheck's Operating Procedures.
- b. The transaction represents an obligation of Consumer at the point of sale (no phone, mail or internet orders) for goods sold or rented or services rendered for the price of such goods or services, and the transaction is not for credit, cash or payment on an account, debt or check already due you;
 - c. You (a) submitted the Item to TeleCheck in accordance with TeleCheck's Operating Procedures, (b) submitted the check's MICR (magnetic ink character recognition) line information, and Consumer's identification type and number, (c) obtained a single TeleCheck Approval Code for each Item, and (d) did not perform the Warranty Transaction in an attempt to avoid the warranty requirements or Warranty Maximum (as more fully described in Section 5.3(vi)), including through split sales;
 - d. If an ECA Warranty Transaction, the signature of Consumer on the Authorization is not substantially different from the name imprinted on the check. For a Paper Warranty Transaction, the Consumer's signature in the signature block on the check is not substantially different from the name imprinted on the check;
 - e. For a Paper Warranty Transaction, your Merchant ID, the Consumer's telephone number (including area code), identification type and number, and TeleCheck Approval Code are all printed or written on the check according to TeleCheck's Operating Procedures;
 - f. The date of the check and the ECA Warranty Transaction accurately coincides within 1 calendar day of (i) the date of the inquiry call to TeleCheck, and (ii) the date the transaction actually occurred. (Checks may not pre-date or post-date by more than 1 calendar day the date of the inquiry call and the transaction date);
 - g. For a Paper Warranty Transaction, you deposited the check in Subscriber's Account and, upon the check becoming a Return Item, we received the Return Item for purchase within thirty (30) days of the date that you originally received the check. Further, your financial institution must send the Return Item to us for purchase after presenting the Item for payment only once (i.e., Items may not be sent to us for purchase in connection with warranty services after re-presentation, whether paper or electronic);

- h. You have no reason to question or have notice of any fact, circumstance or defense which would impair the validity or collectability of Consumer's obligation or relieve Consumer from liability;
- i. The transaction is not subject to any stop payment, dispute or set-off;
- j. You have complied with and shall comply with all applicable laws, rules, regulations, and NACHA Rules including, without limitation, posting notice to authorize the ECA Warranty Transaction and the Return Item Fee in a prominent and conspicuous location, and providing a copy of the notice to the Consumer, all in accordance with Regulation E (12 C.F.R. Part 205);
- k. For an ECA Warranty Transaction, Consumer authorized the debiting of Consumer's account and the debit entry is in an amount agreed to by Consumer. The consumer signed a separate and completed Authorization from Consumer for each ECA Warranty Transaction;
- l. For an ECA Warranty Transaction, the paper check to which the ECA is voided on the front by Consumer or you, and is returned to Consumer;
- m. The amount shown in words and figures on the check is (a) less than or equal to the amount entered into the TeleCheck system, or (b) no more than \$1.00 over the amount entered into the TeleCheck system, and does not exceed the Warranty Maximum. The amount entered into the TeleCheck system and on the Authorization match exactly and does not exceed the Warranty Maximum; and
- n. You agree to cooperate in good faith with us to promptly identify Consumers that have filed bankruptcy and notified you of such bankruptcy.

5.2. Assignment of ECA Warranty Transactions. By electing to subscribe to the Services, you ASSIGN, TRANSFER AND CONVEY to TeleCheck all of your rights, title and interest in any Warranty Transaction submitted by you to TeleCheck under this Agreement. You shall, at TeleCheck's request, endorse such check and take any action reasonably deemed necessary by TeleCheck to aid in the enforcement of TeleCheck's rights hereunder.

5.3. Chargeback and Reassignment. TeleCheck may chargeback any Warranty Transaction it processed as a check, electronic fund transfer or

remotely created check, or reassign any paper check or Item to you that it purchased in any of the following circumstances:

- i. The goods or services (in whole or in part) for which the Item was issued have been returned to you, have not been delivered by you, or are subject to any stop payment, dispute or setoff;
- ii. You received full or partial payment or security in any form to secure payment of the Item, or the goods or services for which the Item was issued were initially delivered on credit or under a lease;
- iii. The Warranty Transaction is for any reason void or invalid, or any applicable law prevents the purchase by or transfer of the Item to TeleCheck, or a court of law determines that the Item is (in whole or in part) not due and payable by Consumer (unless such determination results from a bankruptcy proceeding);
- iv. Any of the applicable warranty requirements for Warranty Transactions set forth in this Agreement are breached;
- v. You failed to comply with this Agreement;
- vi. You, or any of your owners, agents or employees (a) materially altered the Item or Authorization, (b) processed the Warranty Transaction with reason to know (or should have reasonably known) that it was likely to be dishonored (including failure to receive a TeleCheck Approval Code), or that the identification used or signature provided (to the extent an identification or signature is required under the applicable warranty requirements) was forged or did not belong to the Consumer; or (c) processed the Warranty Transaction in a manner which was an attempt to avoid the warranty requirements or Warranty Maximum. “Knowledge” will be presumed in the presence of facts or circumstances which, if known, would cause a non-subscribing merchant, using commercially reasonable judgment, to independently refuse to accept an Item. “Knowledge” is also presumed where there is evidence of your attempt to avoid warranty limitations through manipulation of transactions, including, but not limited to the splitting of a single transaction into smaller components or resubmission of a previously denied transaction;
- vii. A duplicate Item related to the same transaction was received and processed; or, in the case of a Warranty Transaction processed as an electronic fund transfer, the check giving rise to the Item was deposited, thereby creating a duplicate entry against Consumer’s

financial institution account;

- viii. The closeout of any batches (if applicable) or transmission of Warranty Transactions to TeleCheck for settlement processing did not occur within seven (7) business days (or such timeline that is specifically set forth in the warranty requirements) from the date the TeleCheck Approval Code was issued for the corresponding Warranty Transactions;
- ix. The Consumer disputes authorizing the Item, or the validity or accuracy of a debit made to the Consumer's financial institution account in connection with a Warranty Transaction (except in the case of a fraud committed by a third party using a Consumer's check); or
- x. Any Authorization required by the NACHA Rules, Regulation E or applicable law was incomplete or unsigned.

You will immediately notify TeleCheck if you have Knowledge that any of the above circumstances has occurred in connection with a Warranty Transaction. TeleCheck may debit Subscriber's Account, or offset amounts due you, in the amount paid by TeleCheck for any Warranty Transaction that is reassigned or charged back under this Section; or, promptly upon request, you will remit the amount of the Item to TeleCheck. TeleCheck may also charge back to you any amount over the Warranty Maximum on any Warranty Transaction for which TeleCheck has not received payment from a Consumer or a Consumer's financial institution within sixty (60) days of the date of the Warranty Transaction. Upon reassigning, charging back or charging back any amount in connection with an Item, TeleCheck will have no further liability to you for the Item. You will continue to bear full responsibility for any chargebacks and adjustments made under this Section following expiration or termination of this Agreement.

5.4 Processing Services. For each ECA Warranty Transaction that TeleCheck issues a TeleCheck Approval Code that is processed by TeleCheck as an electronic funds transfer or remotely created check, TeleCheck shall, via an electronic funds transfer, effect a credit to Subscriber's Account for the amount of such transaction as part of a batch credit within 2 banking days following TeleCheck's receipt and acceptance of your completed ECA Warranty Transaction to TeleCheck for settlement processing, provided that the transaction is received by TeleCheck by 9:00 p.m. Central Time. You authorize TeleCheck on its behalf to initiate debits to the Consumers' accounts for each such ECA Warranty

Transaction. TeleCheck may reduce such credit, or initiate a debit, by the amount of any necessary adjustments for ECA Warranty Transactions, including, without limitation, chargebacks or partial adjustments, to Subscriber's Account. TeleCheck reserves the right to decline to process any transaction as an ECA Warranty Transaction. As required by the NACHA rules TeleCheck's Originating Depository Financial Institution (as defined by the NACHA Rules) shall have the right to audit your compliance with this Agreement and the NACHA Rules.

TeleCheck shall not be liable for any delays in receipt of funds or errors in debit and credit entries caused by third parties, including, without limitation, any ACH Network participant or your financial institution.

Notwithstanding anything contained herein to the contrary, TeleCheck shall be entitled without notice to place a hold on or suspend payment of any amounts now due or hereafter to become due ("Funds Hold") should any questionable activity occur as determined by TeleCheck in its sole discretion including, without limitation, an excessive amount of Return Items or a breach of the NACHA Rules, or as otherwise required by the Originating Financial Depository Institution or by law. In addition to the right to place a Funds Hold with respect to any payment, TeleCheck is also entitled without notice to freeze or terminate all processing activities. In addition to any other remedies available to TeleCheck under this Agreement, you agree that, if you breach or fail to comply with this Agreement, TeleCheck may, with notice to be provided within 3 business days following such action, change processing or payment terms, suspend settlement or other payments of any amounts now due, or hereafter to become due, until TeleCheck has had reasonable opportunity to investigate such event. Continuance of service and payment processing during any period of delinquency shall not constitute a waiver of TeleCheck's rights of suspension or termination. In the event TeleCheck makes a partial adjustment to an Item or a credit to a Consumer's account at the request of you or as a result of your error, and the Item becomes a Return Item, TeleCheck may recover all such amounts from you. TeleCheck may also recover from you the amount of any fees paid by a Consumer to Consumer's financial institution which resulted from your error.

5.5 Account Reconciliation. Payments processed by TeleCheck will be reflected on settlement reports made available to you by TeleCheck. You agree to notify TeleCheck promptly of any discrepancy between your records and the information provided in the reports, or of any funding failures or errors. In the event any ECA Warranty Transaction is not

funded or otherwise paid by TeleCheck in accordance with Section 5.4, you are required to notify TeleCheck in writing within 45 days from the date of such transaction. If you fail to notify TeleCheck within such 45 day period of the discrepancy, funding failure or error, TeleCheck shall have no liability and you are precluded from asserting any claims, damages or losses arising from such discrepancy, funding failure or error.

5.6 “Goodwill” of a Non-Compliance Item. TeleCheck, in its sole discretion, may voluntarily elect not to chargeback or reassign to you a specific non-compliance Item which fails to comply with the warranty requirements set forth in Section 5.1. Such discretionary election by TeleCheck shall not (a) constitute a course of dealing or a waiver of TeleCheck’s right to chargeback or reassign any other Return Item, or (b) relate to any other past or subsequent Return Item, or (c) act as a waiver of TeleCheck’s right to decline to pay any other Return Item.

5.7 Reserve Account Establishment and Funding. You expressly authorize TeleCheck to establish a reserve account for ECA Warranty Transactions. The amount of the reserve account shall be set by TeleCheck, in its sole discretion, based upon your processing history and the anticipated risk of loss to TeleCheck. The reserve account shall be fully funded upon 3 days’ notice to you or in instances of fraud or breach of this Agreement, the reserve account may be funded immediately at TeleCheck’s election. The reserve account may be funded by all or any combination of the following: (a) one or more debits to Subscriber’s Account (and TeleCheck is hereby authorized to make such debits); (b) one or more deductions or offsets to any payments otherwise due to you from TeleCheck or any of its affiliates; or (c) your delivery to TeleCheck of a letter of credit issued or established by a financial institution acceptable to, and in a form satisfactory to, TeleCheck. In the event of termination of this Agreement by either TeleCheck or you, an immediate reserve account may be established without notice in the manner provided above. Any reserve account will be held by TeleCheck for 10 months after termination of this Agreement. Your funds may be held in a commingled reserve account for the reserve funds of TeleCheck’s subscribers without involvement by an independent escrow agent, and shall not accrue interest. If your funds in the reserve account are not sufficient to cover the delinquent fees, chargebacks or rejected and reassigned warranty Items, or any other fees and charges due from you to TeleCheck or its affiliates, or if the funds in the reserve account have been released, you shall immediately pay TeleCheck such sums upon request. In the event of a

failure by you to fund the reserve account, TeleCheck may fund such reserve account in the manner set forth above.

5.8 Point of Sale Notices; Return Item Fees. You agree to follow procedures and post and provide at TeleCheck's direction any notices (including any updates to such notices) which in TeleCheck's opinion may be required for TeleCheck to process the Item and/or the Return Item Fee, as an electronic funds transfer, draft or otherwise. You also agree to assess a Return Item Fee on all Return Items, and that TeleCheck shall be entitled to collect and retain the Return Item Fee from Consumer.

5.9 TeleCheck Approval Code. You acknowledge that TeleCheck will use its internal and proprietary risk management systems to evaluate the risk associated with any particular Item and to assist in its decision whether or not to issue a TeleCheck Approval Code. The decision to issue a TeleCheck Approval Code shall be within the discretion of TeleCheck.

6. Credit Law Compliance.

You certify that: (a) You have a legitimate business need, in connection with a business transaction initiated by Consumer, for the information provided by TeleCheck under this Agreement regarding such Consumer; and (b) the information provided by TeleCheck shall only be used for permissible purposes as defined in the Fair Credit Reporting Act, and applicable state and federal laws, with the exception that the information shall not be used for employment purposes, and shall not be used by you for any purpose other than a single business transaction between Consumer and you occurring on the date of the inquiry call to TeleCheck. Neither you, nor your agents or employees, shall disclose the results of any inquiry made to TeleCheck except to Consumer about whom such inquiry is made and in no case to any other person outside your organization. If you decides to reject any transaction, in whole or in part, because of information obtained from TeleCheck, you agree to provide Consumer with all information required by law and TeleCheck.

7. Use of TeleCheck Materials and Marks.

Pursuant to authorization granted to TeleCheck by TeleCheck International, Inc., the owner of the trademarks referenced in this section, TeleCheck grants to you, and you accept, a nonexclusive, nonassignable and nontransferable limited license, uncoupled with any right or interest, to use the TELECHECK and the TELECHECK logo service marks, and for those subscribers who are receiving ECA Warranty Service, the

TELECHECK ELECTRONIC CHECK ACCEPTANCE and ECA Service marks (collectively, the “TeleCheck Marks”) as follows. You may use and display decals, identification data and other materials provided by TeleCheck during the term of this Agreement at your location solely in connection with the offering of TeleCheck services as authorized under this Agreement. You shall not permit any persons other than its own officers or employees at your locations to use the TeleCheck Subscriber number assigned by TeleCheck. You agree that upon termination of this Agreement you will, at your own expense, either return or destroy all TeleCheck materials (including the prompt removal of any TeleCheck decals, electronic files, logos or other materials or references to TeleCheck that are displayed to the public, including those affixed to equipment, doors or windows). The monthly fees payable by you will apply for all months or fractions of a month that any materials or TeleCheck-owned equipment remain in use. You shall not create any print, electronic or Internet-based materials including but not limited to any advertising or promotional materials using any TeleCheck Marks without the prior written consent of TeleCheck. You acknowledge TeleCheck International, Inc.’s ownership of the TeleCheck Marks and will not contest the validity of the marks or the ownership thereof. You further agrees to refrain from performing any acts that might discredit, disparage, dilute, infringe or negatively affect the value of the TeleCheck Marks or constitute unfair competition to TeleCheck or TeleCheck International, Inc. You agree promptly to bring to TeleCheck’s attention any unauthorized use of the TeleCheck Marks by third parties of which you become aware. You shall use the TeleCheck Marks pursuant to any guidelines provided by TeleCheck, as may be amended from time to time. The following shall appear at least once on every piece of advertising or promotional material created by you which uses the TeleCheck Marks and has received prior written approval from TeleCheck: “The (“Applicable Mark”) trademark is owned by TeleCheck International, Inc. and is licensed for use by (“Subscriber Name”)”.

8. Use of Information.

You agree that: (a) any data and other information relating to an Item or Consumer obtained by TeleCheck in connection with any service provided hereunder (including any electronic or other image of all or any portion of any check or driver’s license or other identification) shall be owned by TeleCheck, with all right, title, and interest thereto; (b) TeleCheck may use any credit information provided to a TeleCheck affiliate for TeleCheck’s

credit review; and (c) TeleCheck may provide or receive any experiential information regarding you or your customers to or from any TeleCheck affiliate.

9. TeleCheck Operational Procedures.

You shall strictly follow all TeleCheck Operational Procedures provided to you, as may be amended from time to time by TeleCheck, in its discretion.

10. Equipment Software, Firmware License.

TeleCheck grants to you, and you accept, a nonexclusive, non-assignable and nontransferable limited license to use the App and any software and firmware provided with the equipment; provided, you will not: (i) export the equipment, software or firmware outside the US; (ii) copy or use the software, firmware or documentation provided by TeleCheck with the equipment; (iii) sublicense or otherwise transfer any portion of such software, firmware, documentation or the equipment; (iv) alter, change, reverse engineer, decompile, disassemble, modify or otherwise create derivative works of such software, firmware, documentation or the equipment; or (v) remove or alter any intellectual property or proprietary notices, markings, legends, symbols, or labels appearing on, in or displayed by such software, firmware, documentation or the equipment.

11. Limitation of Liability.

In no event shall TeleCheck be liable to you or any other person or entity, under this Agreement, or otherwise, for any punitive, exemplary, special, incidental, indirect or consequential damages, including, without limitation, any loss or injury to earnings, profits or goodwill, regardless of whether such damages were foreseeable or whether such party has been advised of the possibility of such damages. Notwithstanding anything to the contrary contained in this Agreement, in no event shall TeleCheck's liability under this Agreement for all Claims arising under, or related to, this Agreement exceed, in the aggregate (inclusive of any and all Claims made by you against TeleCheck, whether related or unrelated), the lesser of: (a) the total amount of fees paid to TeleCheck by you pursuant to this Agreement during the 12 month period immediately preceding the date the event giving rise to such Claims occurred; or (b) \$75,000.00.

12. Disclaimer.

EXCEPT AS EXPRESSLY SET FORTH HEREIN, TELECHECK MAKES

NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AND NO IMPLIED AT LAW WARRANTY SHALL ARISE FROM THIS AGREEMENT OR FROM PERFORMANCE BY TELECHECK, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, ALL OF WHICH ARE EXPRESSLY WAIVED BY SUBSCRIBER. All decisions to reject any Item, driver's license or other form of identification or payment for your products or services are solely your responsibility.

13. Changes in Law or NACHA Rules.

Notwithstanding anything to the contrary in this Agreement, if the continued performance of all or any portion of the obligations of TeleCheck becomes impossible or illegal due to changes in applicable federal, state or local laws or regulations, or by NACHA Rules, as determined by TeleCheck in its reasonable discretion, TeleCheck may, upon 30 days written notice to you, modify or discontinue TeleCheck's performance of its obligations to the extent necessary to avoid a violation of law or NACHA Rules or, if TeleCheck chooses in its sole discretion to incur additional expenses to comply, increase its fees to cover the additional cost of compliance. Additionally, if any fees or charges to TeleCheck increase for processing transactions through the ACH Network, TeleCheck may increase its fees by providing you 30 days written notice. Any notice under this section to increase fees or modify obligations will be effective 30 days from the date notice is mailed to you, and in such event you may terminate this Agreement upon written notice received by TeleCheck within such 30 day period.

14. Data Security.

You shall implement commercially reasonable and prudent policies and procedures, including administrative, physical and technical safeguards which are designed to meet the following objectives: (a) ensure the security and confidentiality of Customer Information, (b) protect against any reasonably anticipated threats or hazards to the security or integrity of such Customer Information, and (c) protect against unauthorized access to or use of Customer Information that could result in substantial harm or inconvenience to your customer. "Customer Information" means all you customer information received by you in connection with any transaction contemplated by this Agreement. You agree to comply with all provisions of applicable federal and state laws and regulations and NACHA Rules, as

amended from time to time, related to the protection of Customer Information.

15. Updating Information.

With regard to any Return Items submitted to TeleCheck, you shall promptly notify TeleCheck if: (a) a Consumer makes any payment to you; (b) there is a return of goods or services, in whole or in part; or (c) there is a dispute of any amount, notice of bankruptcy or any other matter.

16. Confidentiality.

You shall maintain the confidentiality of this Agreement and any information provided to you by either TeleCheck, including, without limitation, TeleCheck Operational Procedures, pricing or other proprietary business information, whether or not such information is marked confidential. Such information shall not be used except as required in connection with the performance of this Agreement or disclosed to third parties.

17. No Resale, Assignment of Agreement.

This Agreement is solely between TeleCheck and you. You shall not provide or resell directly or indirectly, the services provided by TeleCheck to any other third party. This Agreement may be assigned by you only with the prior written consent of TeleCheck. TeleCheck may freely assign this Agreement, its rights, benefits or duties hereunder. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding upon the successors and assigns of TeleCheck and your heirs, executors, administrators, successors and assigns.

18. Indemnification.

In the event you (a) fail to strictly comply, in whole or in part, with any: (i) terms and conditions of this Agreement and any addenda hereto or TeleCheck Operational Procedures; or (ii) applicable law, rules, regulations and NACHA Rules, or (b) makes any false or inaccurate representation, you shall indemnify, defend and hold harmless the TeleCheck Parties from and against any and all Claims arising therefrom, including payment of all costs and reasonable attorneys' fees for actions taken by TeleCheck, whether by suit or otherwise, to defend the TeleCheck Parties from any Claim related thereto or to preserve or enforce TeleCheck's rights under this Agreement. In the event of any legal

action with third parties or regulatory agencies concerning any transaction or event arising under this Agreement, you shall: (a) promptly notify TeleCheck of the Claims or legal action; (b) reasonably cooperate with TeleCheck in the making of any Claims or defenses; and (c) provide information, assist in the resolution of the Claims and make available at least one employee or agent who can testify regarding such Claims or defenses. Upon written notice from TeleCheck to you, you shall immediately undertake the defense of such Claim by representatives of its own choosing, subject to TeleCheck's reasonable approval; provided, however, that TeleCheck shall have the right to control and undertake such defense by representatives of its own choosing, but at your cost and expense, if the Claim arises out of patent, trademark, or other intellectual property rights or laws.

19. Force Majeure.

TeleCheck shall not be held responsible for any delays in or failure or suspension of service caused by mechanical or power failure, computer malfunctions (including, without limitation, software, hardware and firmware malfunctions), transmission link failures, communication failures, failure, delay or error in clearing or processing a transaction through the ACH Network or Federal Reserve system, failure, delay or error by any third party or any other third party system, strikes, labor difficulties, fire, inability to operate or obtain service for its equipment, unusual delays in transportation, act of God or other causes reasonably beyond the control of TeleCheck.

20. Compliance with Laws, Governing Law, Integration and Waiver of Jury Trial.

The parties agree to comply with all federal and state laws, regulations and rules, including NACHA Rules, each as amended, relating to the services provided hereunder. You further acknowledge and agree that you will not use Subscriber's Account and/or Services for illegal transactions, for example, those prohibited by the Unlawful Internet Gambling Enforcement Act, 31 U.S.C. Section 5361 et seq., as may be amended from time to time. You certify that you have not been suspended by NACHA or any credit card association, or cancelled by an ODFI or Third Party Sender (as defined in the NACHA Rules). This Agreement, plus any addenda attached hereto, constitutes the entire Agreement between the parties concerning subject matter hereof and supersedes all prior and

contemporaneous understandings, representations and agreements in relation to its subject matter. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO THE CONFLICT OF LAWS PRINCIPLES THEREOF.

ALL PARTIES IRREVOCABLY WAIVE ANY AND ALL RIGHTS THEY MAY HAVE TO A TRIAL BY JURY IN ANY JUDICIAL PROCEEDING INVOLVING ANY CLAIM RELATING TO OR ARISING UNDER THIS AGREEMENT.

21. Severability and Interpretation, Third Party Beneficiaries.

If any provision, in whole or in part, of this Agreement is held invalid or unenforceable for any reason, the invalidity shall not affect the validity of the remaining provisions of this Agreement, and the parties shall substitute for the invalid provision a valid provision which most closely approximates the intent and economic effect of the invalid provision. Neither this Agreement, nor any addenda or TeleCheck Operational Procedures, shall be interpreted in favor or against any party because such party or its counsel drafted such document. No course of dealing, usage, custom of trade or communication between the parties shall modify or alter any of the rights or obligations of the parties under this Agreement. This Agreement is solely for the benefit of TeleCheck (and its affiliates) and you and no other person or entity shall have any right, interest or claim under this Agreement.

22. Amendment and Waiver; Notices.

22.1 Amendment and Waiver. No modification, amendment or waiver of any of the terms and conditions of this Agreement shall be binding upon TeleCheck unless made in writing and approved and signed by TeleCheck. No waiver of any rights hereunder shall be deemed effective unless in writing executed by the waiving party. No waiver by any party of a breach or any provision of this Agreement shall constitute a waiver of any prior or subsequent breach of the same or any other provision of this Agreement. The parties agree that no failure or delay in exercising any right hereunder shall operate as a waiver of any such right. All of TeleCheck's rights are cumulative, and no single or partial exercise of any right hereunder shall preclude further exercise of such right or any other right.

22.2 Notices. Any notice or other communication required or permitted to be given hereunder shall be in writing, if to you at your address appearing in your merchant processing agreement by any electronic means including, not limited to the email address you have provided on the TeleCheck Service Application , or if to TeleCheck at TeleCheck Merchant Services, Mail Stop A-12, 7301 Pacific Street, Omaha, NE 68114, with a copy to General Counsel's Office, 3975 N.W. 120th Avenue, Coral Springs, FL 33065, and shall be deemed to have been properly given (a) upon receipt if by facsimile transmission, as evidenced by the date of transmission indicated on the transmitted material, (b) upon receipt if deposited on a prepaid basis with a nationally recognized overnight courier for next business day delivery, or (c) on the date of delivery indicated on the return receipt, if mailed by certified or registered mail. Notices sent to your last known address (including email address) as indicated in our records, shall constitute effective notice to you under this Agreement. TeleCheck shall also be permitted to provide notice by regular mail and such notice shall be deemed effective 10 days after mailing, unless otherwise provided in this Agreement. The parties' addresses may be changed by written notice to the other party as provided herein.

23. Financial and Other Information.

23.1. Upon request, you will provide us and our affiliates, quarterly financial statements within 45 days after the end of each fiscal quarter and annual audited financial statements within 90 days after the end of each fiscal year. Such financial statements shall be prepared in accordance with generally accepted accounting principles. You will also provide such other financial statements and other information concerning its business and compliance with the terms and provisions of this Agreement as we may reasonably request. You authorize TeleCheck and its affiliates to obtain from third parties financial and credit information relating to you in connection with our determination whether to accept this Agreement and TeleCheck's continuing evaluation of your financial and credit status. Upon request, you shall provide, and/or cause to be provided, to us and TeleCheck's affiliates, or TeleCheck's representatives or regulators reasonable access to you or your service provider's facilities and records for the purpose of performing any inspection and/or copying of books and/or records deemed appropriate. In such event, you shall pay the costs incurred by TeleCheck or its affiliates for such inspection, including, but not limited to, costs incurred or airfare and hotel accommodations.

23.2. You will provide TeleCheck written notice of any judgment, writ,

warrant, or attachment, execution or levy against any substantial part (25% or more in value) of your total assets not later than three (3) days after you becomes aware of the same.

24. Survivability.

All representations, warranties, indemnities, limitations of liability and covenants made herein shall survive the termination of this Agreement and shall remain enforceable after such termination.

25. IRS Reporting.

Pursuant to Section 6050W of the Internal Revenue Code, merchant acquiring entities and third party settlement organizations are required to file an information return for each calendar year beginning January 1, 2011 reporting all payment card transactions and third party network transactions with payees occurring in that calendar year. Accordingly, for applicable transactions, you will receive a Form 1099 reporting your gross transaction amounts for each calendar year. In addition, amounts reportable under Section 6050W are subject to backup withholding requirements. Payors are required to perform backup withholding by deducting and withholding income tax from reportable transactions if (a) the payee fails to provide the payee's taxpayer identification number (TIN) to the payor, or (b) if the IRS notifies the payor that the TIN (when matched with the name) provided by the payee is incorrect.

Accordingly, to avoid backup withholding, it is very important that you provide us with the correct name and TIN that you use when filing your tax return that includes the transactions for your business.