



## MERCHANT SERVICES ADDENDUM – DUAL PRICING PROGRAM

This Merchant Services Agreement (hereinafter referred to as the "Card Payment Discount Program" is made on \_\_\_\_\_, by and between PAYARC LLC having its principal offices at 411 West Putnam Ave Greenwich CT 06830 and: (Merchant) \_\_\_\_\_ having its place of business at (Address) \_\_\_\_\_.

WITNESS WHEREOF the parties have executed this Agreement by a duly authorized representative as of the date first set forth above both parties agree: Merchant desires to participate in PAYARC Card Payment Discount Program and WHEREAS, PAYARC is engaged as the "Payment Services Provider" is in the business of processing, installing, operating, servicing, and/or selling Point-of-Sale Terminal products, proprietary electronic interfaces, and electronic transaction processing which will provide debit and credit card processing services on an exclusive basis, hereinafter referred to as "Processing Services". Card payment processing services shall be provided by PAYARC. The purpose of this Agreement is to set forth the terms and conditions under which PAYARC may establish merchant accounts (using the information provided by merchant) for both credit and/or debit transactions and pay on behalf of Merchant specifically card-present base interchange processing costs and per item interchange transaction fees, excluding the following fees: Visa (FANF) Fixed Acquirer Network Fee, MasterCard (MALF) Acquiring Licensing Fee, Visa/MC Credit Acquirer Fees, Chargeback sale amounts, Chargeback-Retrieval fees, Non-Swiped Keyed, Telephone transaction fees, Dues & Assessments, International, Foreign, B2B, and commercial card transaction fees, and any additional ancillary fees which may be imposed. In addition Merchant agrees to pay \_\_\_\_\_ cents or \_\_\_\_\_ % per card payment transaction billed daily or monthly. Merchant agrees to not let any person or company (other than PAYARC ) interfere with the operation of the terminal equipment or card payment processing services, nor install or allow to have installed any other debit or credit card processing equipment on the premises during any term of this agreement.

**1. PAYARC Establishment of Services.** In the event PAYARC elects to replace equipment, Merchant may be required to package defective equipment for a courier service to pick up and Merchant may be required to pay delivery freight expenses for the equipment replacement. PAYARC will provide at no charge and Merchant agrees to install and place public disclosure signage at the point-of-sale in a clear and conspicuous location disclosing the Card Payment Discount Program. Disclosure signage shall remain visible to the public during the term or any renewal of this agreement. Merchant agrees to install replacement signage and/or window sticker decals as required by PAYARC.

**2. PAYARC Product Pricing, Discounts, and Customer Service Fee.** As stated on the disclosure signage Merchant agrees as part of its regular, standard, list product pricing that a "Customer Service Charge" (CSC) will be established and assessed on all sales including cash, checks, credit & debit cards, etc. Merchant agrees to establish the initial Customer Service Charge amount of \_\_\_\_\_ (% or \$). Through the use of PAYARC proprietary payment terminal software Merchant agrees to apply an immediate automatic discount to its customers who choose to pay with cash or check. No discount will be given to customers paying by credit or debit card. All individual posted product pricing will be the net price after the discount is applied. In the event the monthly average card sale amount is greater than the initial amount indicated in the merchant application documentation then merchant agrees to increase the Customer Service Fee as required by PAYARC or pay the difference as an increase in the Customer Service Charge.

**3. Term.** The term of this Agreement is three (3) years from the date of complete installation of all Equipment for all Locations covered by this Agreement. Unless otherwise notified in writing and said notice has been delivered ten (10) days prior to expiration to PAYARC at the above listed address by US Certified Mail this Agreement shall automatically renew for continuous one (1) year periods without further notice or action. If this agreement is canceled prior to the current expiration period a \$495 cancellation fee will be assessed.

**4. PAYARC Discount Program Parameters, Modifications, Program Guide, and Merchant Processing Application (MPA).** Merchant acknowledges it has reviewed and accepts the terms of this agreement and the Merchant Processing Application either online or by hard copy and the Program Guide has been made available for review and that PAYARC has the authority on behalf of the Merchant to complete the Merchant Processing Application and establish services including the transfer of original signatures to the merchant application and other docs. PAYARC has the authority to increase or lower the Customer Service Charge or any other fees from time to time as business conditions change. Merchant agrees to comply with all network card association rules and polices including maintaining PCI-DSS SECURITY compliance. Merchant is required to utilize PAYARC for provision of PCI-DSS SECURITY certification; an annual fee of \$\_\_\_\_\_ per location for PCI compliance will be assessed annually regardless if merchant contract for PCI with any other provider. Merchants that fail to comply with PCI-DSS security standards will be fined \$19.95 monthly while noncompliant. A \$\_\_\_\_\_ monthly Credit Card Program fee will be assessed. Rules and regulations of the debit and credit card payment networks are subject to change and may impose additional fees, which will be assessed to Merchant. Merchant is responsible for reimbursement to PAYARC for any Charge-Back sale amounts that may occur plus a \$25 Charge-Back Fee per occurrence. In the event merchant does not pay any chargeback sales and/or fees PAYARC may submit to a third party collection agency for amounts owed.

**5. Assignments.** This Agreement is assignable by PAYARC without Retail Client's consent. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

**6. Notice.** Any notices required or permitted to be provided by one party to the other pursuant to this Agreement shall be in writing and shall be sufficient and deemed given (i) if by hand delivery, upon receipt thereof, (ii) if mailed, three (3) days after deposit in the mail, postage prepaid, certified mail, return receipt requested, or (iii) if by next day delivery service, upon such service. All notices shall be addressed to the party at the appropriate address first set forth above.

**7. Severability.** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or otherwise unenforceable, such determination shall not affect the validity or enforceability of any remaining provisions of this Agreement. If any provision of this Agreement is invalid under any applicable statute or rule of law, it shall be enforced to the maximum extent possible so as to affect the intent of the parties, and the remainder of this Agreement shall continue in full force and effect.

**8. No Waiver.** The failure of either party to exercise any right or remedy provided for herein shall not be deemed a waiver of any right or remedy hereunder. No waiver by any party of any breach of any provisions hereof shall constitute a waiver unless made in writing signed by the party.

**9. Headings and References.** The captions used in this Agreement are for convenience only and are not to be considered in interpreting this Agreement.

**10. Entire Agreement.** Each party acknowledges that this Agreement, including any Exhibits annexed hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes and merges all previous proposals, negotiations, representations, commitments, writings, understandings, agreements, and all other communications, both oral and written, between the parties.

This Agreement may not be modified or altered except by a written instrument executed by a duly authorized representative of each of the parties.

PAYARC LLC \_\_\_\_\_ Merchant Signature \_\_\_\_\_  
\_\_\_\_\_  
Date Date