

APPLICATION AND AGREEMENT FOR BENEFITS REDEMPTION
EBT WIC and/or QUEST RULES – Merchant, Non-Exempt

THIS AGREEMENT ("Agreement") between Fidelity Information Services, LLC. an Arkansas limited liability company located at 601 Riverside Avenue, Jacksonville, Florida 32204 (together with its subsidiaries and affiliates, "FIS"), and Merchant named below (hereinafter "Merchant") shall be effective as of contract execution. This Agreement relates to Electronic Benefit Transfer ("EBT") services provided by the state of {STATE} ("State"), and shall be governed by and construed in accordance with State law, without regard to its conflict of law principles.

The Agricultural Act of 2014 P.L.113-79. Section 4002 describes the SNAP provisions & regulations regarding the use of State provided POS Equipment and supplies. Merchants who are not listed in the FNS Exempt merchant categories will be financially responsible for all fees, equipment and services relating to the EBT POS equipment and supplies. WIC implementation follows Rule 7CFR246 Special Supplemental Nutrition Program for Women, Infants and Children and Public Law 111-296 dated 2/28/13 which describes the WIC provisions & regulations regarding the administration of these benefits. Merchant participation is governed by the State WIC Agency.

This Agreement for Benefits Redemption—WIC and/or Quest Rules includes:

- SNAP, WIC, or Cash Merchant to complete – Merchant Information Sections 1 & 2
- Terms and Conditions
- Monthly Service and Fees Addendum

Complete all required information on pages 1, 2, 3, & 4.

* Required information

FNS No. *	This is your USDA Food & Nutrition Services Authorization number for SNAP/Food Stamps.						
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WIC Vendor ID *	Required only for WIC participating Merchants. This is your State Authorization number for WIC Benefits.						
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Merchant Store Name *	Please PRINT name of your store
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Primary Address *		Primary Phone *	
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City *		State *		Zip Code *	
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IRS Legal Filing Name *	
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PRINT legal name of your enterprise as shown on your income tax return. If filing with a SSN, IRS Legal name CANNOT be the name of the company. The IRS Legal Name must be to whom the SSN has been assigned.

Federal Tax ID or SSN *		(Check one)	<input type="checkbox"/> Federal Tax ID		<input type="checkbox"/> SSN
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Type of Business* (Check one)	<input type="checkbox"/> Corporation <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> Nonprofit/Tax-exempt <input type="checkbox"/> Government Entity <input type="checkbox"/> LLC <input type="checkbox"/> Foreign Entity <small>If you check "Foreign Entity", you must complete and provide FIS with a signed Form W-8BEN Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding. Download from http://www.irs.gov/pub/irs-pdf/fw8ben.pdf</small>
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ACCEPTED AND AGREED:

MERCHANT

FIDELITY INFORMATION SERVICES, LLC

Signed by*
Print Name* _____
Title* _____


 Signed by
Print Name Kim Byran
Title Line of Business Executive

Date Signed*

Received by
FIS

Complete, sign and return this agreement to FIS by fax OR mail.

Fax to: 414.341.7085 Secure electronic fax. No cover page needed.
Mail to: FIS Merchant Services, Attn: Merchant Services, PO Box 290, Milwaukee WI 53201-0290

MERCHANT INFORMATION SECTION—1

*** Required information**

Checkout Lanes		
Number of Terminals*	<input type="text"/>	SNAP Lane coverage must follow guidelines as defined in Public Law 111-296. WIC Lane coverage must follow guidelines as defined in Final Rule 7CFR246.
Operations Contact		
Operations Contact Name*	<input type="text"/>	<input type="text"/>
Operations Contact Email*	<input type="text"/>	<input type="text"/>
Emergency Phone Numbers*		
Operations Contact Home Phone No.	<input type="text"/>	<input type="text"/>
Connectivity Type*		
<input type="checkbox"/> Broadband Internet <input type="checkbox"/> Dial up only <input type="checkbox"/> Broadband Internet with Dial backup		Please refer to, Section 11.2, Conditions of Use
Use of Terminals*		
<input type="checkbox"/> SNAP only <input type="checkbox"/> SNAP/Cash only <input type="checkbox"/> WIC only <input type="checkbox"/> SNAP and WIC <input type="checkbox"/> SNAP/Cash and WIC		Please refer to, Section 11.2, Conditions of Use There is no State-to-State interoperability for WIC transactions. For questions, call: 1-800-894-0050
PIN Pad Requirements*		
<input type="checkbox"/> External required (internal PIN pad NOT included unless noted here)		
Chain Store Information (only if applicable)		
Chain Store*	<input type="checkbox"/> No <input type="checkbox"/> Yes, Name of Chain:	
Chain Contact Name & Phone Number*	<input type="text"/>	

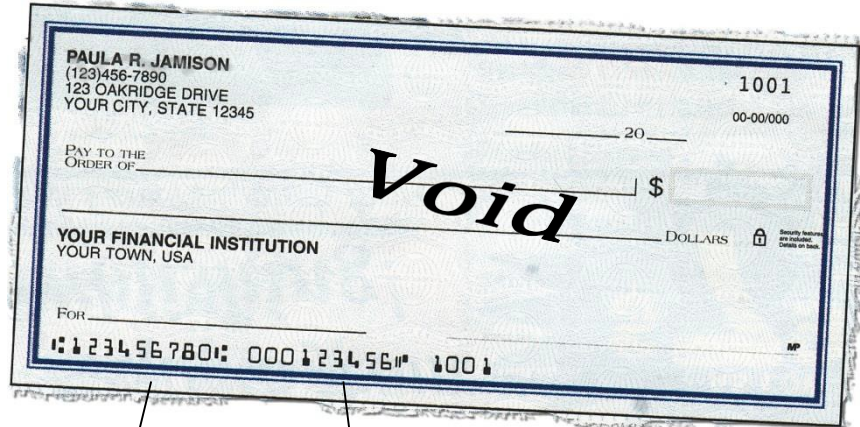
MERCHANT INFORMATION SECTION—2

For electronic settlement of transactions (per Terms and Conditions, Section 2.1 Merchant Account of this agreement), Merchant must maintain a CHECKING account that can accept ACH Debits and Credits.

FIS will verify your financial institution and account information using the codes at the bottom of your check.

Write VOID on a business check.

BEFORE faxing (or mailing) the printed copy of the Agreement, **tape top edge of voided check over this picture >>**



ATTACH VOIDED CHECK ABOVE

* Required information

Bank Routing Number*

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Merchant's Bank Account Number*

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Transaction Processing Cutoff Time*		Please refer to Terms and Conditions, Section 2.4, Credits to Account
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Cutoff Time is when your transaction processing cuts off each day. The 24-hour period from one Cutoff Time to the next is your **Processing Day**.
 The ACH Deposit deadline is 6:00pm CT. If your Cutoff Time is:

- BEFORE 6:00pm CT, your processing day funds will be deposited in your bank account the next business day.
- AFTER 6:00pm CT, your funds will be deposited in two (2) business days.

Store Hours*

Open 24/7? Yes No: provide store hours below

	Open	Close	Time Zone
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			
Sunday			

—END MERCHANT INFORMATION—

TERMS AND CONDITIONS

WHEREAS, Fidelity Information Services, LLC, ("FIS") has developed a system for the redemption of certain public assistance and Supplemental Nutrition Assistance Program (SNAP), formerly the Food Stamp Program, benefits to eligible recipients (the "System"); and

WHEREAS, Fidelity Information Services, LLC, ("FIS") has developed a system for the redemption of Special Supplemental Nutrition Program for Women, Infants and Children (WIC), benefits to eligible recipients using EBT (the "System"); and

WHEREAS, FIS, in accordance with the terms and conditions of its agreement with the State ("Contract"), manages the redemption of and processes transactions related to United States Department of Agriculture, Food and Nutrition Service ("FNS") SNAP benefits through the System to benefit recipients who use EBT cards ("EBT Cardholders" or "Recipients"), and

WHEREAS, Merchant, a retail seller of goods, represents itself to be properly authorized by the U.S. Department of Agriculture Food and Nutrition services, ("FNS") to accept SNAP and/or State Cash benefits and authorized by the governing State agency to accept WIC benefits in the State, in accordance with the Conditions of Participation listed below, and

WHEREAS FIS may offer the placement of one or more terminals, printers, scanners and/or pin pads (collectively "Terminals") at Merchant's retail location in order to: (a) allow EBT Cardholders to access such benefits when purchasing goods from Merchant; and (b) enable Merchant to utilize vouchers for SNAP transactions only in the event of a EBT host System failure or State Disaster in accordance with FNS guidelines, and

WHEREAS FIS shall process redemption transactions made through Terminals on behalf of Merchant in accordance with the terms of this Agreement.

NOW THEREFORE, FIS and Merchant hereby agree as follows:

Definitions.

Acquirer means an ATM, POS, or Third Party Processor initiating or routing a Redemption Transaction. Acquirers include Third Party Processors (TPP).

Banking Day means a day that is not a nationally recognized bank holiday and on which a branch of the Federal Reserve, which is used for settlement, is open for business.

Benefit Card means a Card issued by a governmental agency, which can be used as an access device to initiate one or more Transactions.

Card means any access device or account number issued to a Cardholder for use in effecting Transactions, including without limitation debit cards and Benefit Cards.

Cardholder means any Recipient or other individual person

or entity to which a Benefit Card has been issued and who is authorized to use such Benefit Card to initiate Transactions with Merchant.

CAS or Cardholder Authorization System means the telecommunication and processing system (including software and hardware) operated by or on behalf of an Issuer that authorizes or declines Transaction requests.

EBT means Electronic Benefits Transfer, a system through which recipients of certain government benefits receive and spend funds electronically, a) Supplemental Nutrition Assistance Program (SNAP) and, b) Temporary Assistance for Needy Families (TANF) and/or c) Special Supplemental Nutrition Program for Women, Infants, and Children (WIC) using a plastic EBT card.

EBT System means the Electronic Benefits Transfer (EBT) system of FIS, including without limitation the system that provides for the electronic movement of funds and is used to assist Merchants in acquiring Transactions.

Equipment means POS terminal and/or pin pads, scanners, and any other equipment provided to Merchant for use in accepting Transactions.

Documentation means: (a) with respect to the EBT System, all Operating Bulletins (as they may be amended from time to time), and other information provided to Merchant by FIS concerning the EBT System;

Federal Regulations means all federal laws, rules and regulations of the United States of America that are applicable under this Agreement, including but not limited to:

- (a) the rules of the Food and Nutrition Service, United States Department of Agriculture that are published in 7 CFR Chapter II (7CFR 274.12); and
- (b) any other federal laws, regulations and rules that are applicable to the EBT System, including but not limited to the federal Electronic Funds Transfer Act (Title IX of the Consumer Credit Protection Act, 15 U.S.C. 1693 et seq.) and Regulation E (12 C.F.R.205) promulgated thereunder; the federal Truth- In-Lending Act (15 U.S.C.1601 et. seq.) and Regulation Z (12 C.F.R. Section 226) promulgated thereunder; and all applicable International Standards Organization (ISO) and American National Standards Institute (ANSI) standards referenced in any such laws, regulations, or rules.

FNS means USDA Food & Nutrition Services. FNS issues the Authorization number for SNAP (Supplemental Nutrition Assistance Program) food benefits.

Merchant means a retailer that has entered into a Merchant Agreement with FIS pursuant to which contract the retailer may sell goods to Recipients using the EBT System;

Network means any national or regional electronic funds transfer network or other card processing network supported by or through FIS, including but not necessarily limited to Visa, MasterCard, MAC, Plus, Cirrus, STAR, NYCE, Pulse,

American Express and Discover.

PIN means a Recipient's personal identification number.

POS means point of sale.

Processing Services means the computer data acquiring services provided by FIS to Merchant through the EBT System, as applicable, in accordance with this Schedule B and may include Wireless POS Terminal driving, electronic authorization, links to Networks, Transaction switching, and other support services.

Quest® Operating Rules means the Quest® Operating Rules issued by the National Automated Clearing House Association, as amended from time-to-time.

Recipient means any individual person who is authorized to use a Benefit Card to receive benefits from a State.

SNAP means a FNS federal food stamp benefit program, Supplemental Nutrition Assistance Program.

TANF means a FNS federal cash benefit program, Temporary Assistance for Needy Families.

Transaction means: (a) with respect to the EBT System, one of the following transactions processed by the EBT System: Benefit Balance Inquiry, Food Stamp Purchase, Food Stamp Return, Cash Purchase, Void Last, Voucher Clear Purchase or Voucher Clear, WIC Purchase, WIC Void Last, an authorization request, cash withdrawal, payment transaction, refund, or reversal initiated by a Cardholder and that is transmitted to FIS for processing.

UL means Underwriters Laboratories, the American safety consulting and certification company. UL is one of several companies approved to perform safety testing by the US federal agencies.

Voucher means a manual document recording details and cardholder permission for a SNAP EBT transaction(s) whereby a Benefit Card is used without EBT Equipment.

Voucher Authorization means a manual SNAP EBT transaction whereby authorization for a Benefit Card purchase is received by phone without the use of EBT Point of Sale Equipment.

Voucher Clear means the process by sending an electronic message to confirm and request release of funds for a Voucher Authorization, and for which the Merchant received an authorization code from the CAS.

WIC means the USDA's Special Supplemental Nutrition Program for Women, Infants, and Children (WIC).

WIC Operating Rules means the WIC Operating Rules issued by U.S. Department of Agriculture Food and Nutrition Services, as amended from time-to-time.

1. **Conditions of Participation.** Merchant if participating in SNAP program must be authorized by FNS to participate in the SNAP program. Merchant must be authorized by the State to participate in the WIC program. Merchant must provide EBT Cardholders access at a retail store to SNAP benefits or State Cash or WIC authorized in accordance with Federal regulations. As a part of its determination, the State shall examine household shopping patterns.

Authorized Merchants shall be identified as a participating Merchant and in agreeing to the terms and conditions of this Agreement are entitled to the rights of participation as defined by this Agreement. Merchant, if participating in the TANF Cash program, must comply with the Quest Operating Rules and the State and Federal laws related to the redemption of TANF Cash Benefit

2. Merchant Accounting.

- 2.1. **Merchant Account.** Merchant shall maintain a checking account at a financial institution of Merchant's choice for purposes of electronic settlement of Transactions ("Settlement Account"). This checking account must accept debit and credit ACH Transactions.

- 2.2. **Merchant ACH Returns.** Any fees assessed by the Merchant's financial institution or by ACH Operator to FIS for activity related to processing EBT & WIC redemption Transactions will become the responsibility of the merchant, and will be charged back to the Merchant by FIS.

- 2.3. **Merchant IRS Fees.** Merchant shall be liable for any fees or costs assigned to FIS by the IRS or State Treasury departments for updates, corrections, and re-distributions of 1099K filings for Merchant. Merchant must promptly notify FIS in writing of any licensing or tax reporting changes for Merchant

- 2.4. **Credits to Account.** Merchant's Settlement Account shall be credited in an amount equal to the aggregate value of all on-line and all authorized offline transactions completed pursuant to this Agreement no later than, depending upon time of Merchant processing cutoff, either one (1) or two (2) bank business days following the day on which such transactions occur less monthly service and transaction fees, chargebacks and applicable State taxes or other required deductions. FIS shall guarantee settlement for all Transactions approved by FIS. EBT-only SNAP and WIC Merchants shall have a cutoff time of 2:30 am Central Time (CT) with the option to change. For cutoff times prior to 6:00 p.m. Central Time ("CT"), funds will be deposited to the Merchant's bank on the next bank business day following the day on which the transactions occurred. For cutoff times after 6:00 p.m. CT, funds will be deposited two banking days following the day on which the transactions occurred. A "banking day" shall mean a day that is not a nationally recognized bank holiday and on which a branch of the Federal Reserve that is used for settlement is open for business. FIS reserves the right to discontinue authorizing Transactions if FIS fails to receive reimbursement of funds from the appropriate government agency. In the event of such a discontinuance, FIS shall use reasonable commercial efforts to notify affected Merchants.

2.5. Out of Balance Discrepancies.

- 2.5.1. Merchant shall notify FIS of any EBT Transaction that is erroneously or believed to be erroneously handled by the

System within six (6) business days from the original Transaction date. Merchant shall supply FIS with any supporting documentation upon request. Failure to notify FIS within such six (6) business day period waives any right to an adjustment. In addition, FIS may initiate adjustments where a Recipient submits a substantiated claim within ninety (90) calendar days of the date of a Transaction or where other System errors have been identified. The out of balance discrepancies are between the Merchant and FIS and are not client or Merchant adjustments that must comply with the timeframes as specified in the federal regulations.

- 2.5.2. Merchant shall notify FIS of any WIC transaction that is erroneously or believed to be erroneously handled by the System within six (6) business days of the original Transaction date. Merchant shall supply FIS with any supporting documentation upon request. For any request to debit a cardholder, records of item UPCs, quantities, and dollar amount by item are required. Failure to notify FIS and to provide supporting detail within such six (6) business day period waives any right to an adjustment. In addition, FIS may initiate adjustments where a recipient submits a substantiated claim within forty-five (45) calendar days of the date of a Transaction or where other System errors have been identified. The out of balance discrepancies are between the Merchant and FIS and are not client or merchant adjustments that must comply with the timeframes as specified in the federal regulations
- 2.6. **Correction of Data.** In the event FIS' employees cause errors in Merchant's data to occur and Merchant requests correction of such data within six (6) business days from the date of the error, FIS will correct such data as necessary at FIS' expense. Merchant is required to provide all information requested with respect to alleged errors. The expense to FIS of correcting such data shall be the only obligation of FIS and shall constitute Merchant's sole and exclusive remedy with respect to such errors.
- 3. **Term and Termination.**
 - 3.1. **Term.** The term of this Agreement shall begin as of the date hereof and shall continue until terminated in accordance with this Agreement or upon termination of the Contract, whichever is earlier.
 - 3.2. **Termination.**
 - 3.2.1. **By Merchant Without Cause.** Merchant may terminate this Agreement and return their Equipment, for any reason, upon at least sixty

(60) days prior written notice to FIS. If notice is not given, then Merchant shall pay FIS, in addition to any other amounts owed, liquidated damages equal to the estimated monthly charge for the Service (as set forth in the Monthly Service and Fees Addendum), multiplied by two (2). Notwithstanding anything to the contrary in the Agreement, Merchant's monthly charges shall continue until all Equipment is returned to FIS.

- 3.2.2. **For Breach.** Either party may terminate this Agreement upon the material breach of this Agreement by the other party if the breaching party fails to cure such breach within (30) calendar days after receipt of written notice specifying in detail the breach claimed, provided.
- 3.2.3. **By Request of Government Agency.** FIS may terminate this Agreement immediately upon the request of this State or U.S. Federal Agency having the authority to request such termination.
- 3.2.4. Notwithstanding anything to the contrary in 3.2.2 above, this Agreement shall immediately terminate upon written notification to FIS that Merchant is no longer authorized or approved to participate in State programs.
- 3.2.5. Upon any termination hereof or any insolvency or bankruptcy of Merchant, all Equipment shall be immediately returned to FIS, at Merchant's expense, in good condition, normal wear and tear excepted. In any such event, FIS shall have the right to enter Merchant's premises and take possession of Equipment or charge Merchant for the cost of the Equipment.
- 4. **Charges to cardholders.** Unless specifically allowed by law, Merchant shall not charge Recipients a fee for providing benefits or doing a balance inquiry. Merchant shall not require a balance inquiry as a condition to a food purchase. An electronic benefits card must be present for all Transactions.
- 5. **Quest and WIC Operating Rules.** FIS and Merchant shall each comply with the Quest Operating Rules, as amended from time-to-time, issued by the National Automated Clearing House Association, and FNS Operating Rules for WIC EBT as defined by USDA-FNS.
- 6. **Signage.** EBT and WIC Cardholders shall not be identified or otherwise singled out as Recipients of the EBT or WIC Program. Specifically prohibited is the designation of "SNAP only", "WIC only" or "welfare only" lanes. Merchant agrees to maintain signage as requested by States to indicate participation by the Merchant and within the store to allow the cardholder to determine which lane(s) accept EBT or WIC cards without overtly referencing the cardholders' EBT or WIC participation. Signs and other information indicating which cards are accepted at such checkout stations shall identify EBT and WIC only by its logo and/or its initials unless otherwise agreed to by the

State.

7. **EBT Service Marks.** Merchant agrees to display the Quest or WIC service marks or any other licensed marks of any governmental entity, and other materials supplied by FIS, in accordance with the standards set by the State. Merchant will use the service marks only to indicate that Benefit(s) may be accessed at Merchant's location and will not identify or otherwise single out EBT Cardholders as recipients of the EBT and/or WIC Program.

8. **Confidentiality/Release of Information.**

8.1. **Confidentiality.** "Confidential Information" means (i) a party's proprietary or confidential information which is designated in writing as such or that by nature of the circumstances surrounding the disclosure ought in good faith to be treated as proprietary or confidential, and (ii) all FIS products or services, including all trade secrets contained therein. Each party agrees (a) that during the course of its performance of this Agreement it may learn certain information concerning the other party's Confidential Information; (b) that the Confidential Information of the other shall remain the property of the other, and that such Confidential Information is made available on a limited use basis solely in connection with this Agreement; (c) that it will advise its employees to whom the information is disclosed of their obligations under this Agreement; (d) that it will not use, sell, disclose or otherwise make available any such Confidential Information, in whole or in part, to any third party without the prior written consent of the other party; and (e) that it will utilize the same degree of care it utilizes for its own confidential information, but in no case less than a reasonable degree of care, to prevent disclosure or use of such Confidential Information to or by any unauthorized person or entity. Upon termination of this Agreement all copies of Confidential Information shall be returned. The restrictions under this section shall not apply to information which: (i) is or becomes publicly known through no wrongful act of the party receiving the Confidential Information; or (ii) becomes known to a party without confidential or proprietary restriction from a source other than the disclosing party; or (iii) a party can show by written records that such information or data was in its possession prior to disclosure by the other party. In the event a party is legally compelled to disclose the Confidential Information it will be entitled to do so provided it gives the other party prompt notice and assists the other party, at the other party's expense, in obtaining any protective order.

8.2. **Disclosure of EBT and WIC Cardholder Information.** The use or disclosure by Merchant of any information concerning an EBT or WIC Cardholder for any purpose not directly connected with the performance of Merchant's duties pursuant to this Agreement is prohibited.

8.3. **Merchant Information.** Notwithstanding the foregoing, Merchant acknowledges that FIS may

release Merchant information regarding Merchant's use of the System upon request by any Federal or State agency having authority to request such information, and Merchant shall have no claim or cause of action against FIS for such release of information.

9. **Compliance with Laws.** Merchant is responsible for complying with all applicable state and federal laws or regulations as amended from time to time, including but not limited to the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the American With Disabilities Act of 1990, the Clean Air Act, the Clean Water Act, the Energy Policy and Conservation Act and the Immigration Reform and Control Act of 1986. Merchant shall not, on grounds of race, color, religion, sex, sexual preference, national origin, creed, marital status, age, Vietnam era or disabled veteran's status, or the presence of any sensory, physical or mental handicap: (a) deny an individual any contracted activities or other benefits provided under this Agreement; (b) provide any contracted activities or other benefits to an individual which are different, or are provided in a different manner, from those provided to others under this Agreement; (c) deny any individual an opportunity to participate in any program provided by this Agreement through the provision of contracted activities or otherwise, or afford an opportunity to do so which is different from that afforded under this Agreement.

10. **Indemnification and Liability.** Notwithstanding any other provisions of this Agreement, FIS shall not be obligated to indemnify or to hold harmless Merchant, or Merchant's officers, directors, employees, or any other party, except as required by applicable law or applicable operating rules, provided that FIS shall refund to Merchant the correct Transaction amount of an erroneous or fraudulent Transaction where such erroneous or fraudulent Transaction was caused solely by FIS's fraud, gross negligence, or breach of this Agreement. Except to the extent required by applicable law or applicable operating rules, FIS's liability to Merchant shall be limited in all cases to direct damages not to exceed the dollar amount of Transactions erroneously or fraudulently processed by FIS. Merchant hereby agrees to indemnify and hold FIS harmless from and against any liability arising out of this Agreement and FIS' performance hereunder except with respect to Merchant's direct damages caused by fraud committed by FIS' employees. In no event shall either party be liable to the other for indirect, incidental or consequential damages.

11. **Equipment and Installation.**

11.1. **FIS Supplied Terminals.** For SNAP, TANF, WIC or a Combination SNAP, TANF and WIC, FIS will furnish a POS terminal and/or pin pads, scanners and any other equipment ("Equipment") to Merchant in accordance with the pricing as outlined in the Monthly Service and Fees Addendum. FIS will furnish the Equipment for installation in Merchant's store(s) as listed in Merchant Section 1.

11.2. **Conditions of Use.**

11.2.1. Use of FIS-supplied Terminals for

- purposes other than contracted reasons is strictly prohibited.
- 11.2.2. The Merchant shall maintain security procedures reasonably necessary to ensure the physical security of the Terminals and any controllers.
 - 11.2.3. All Equipment and title thereto shall at all times hereunder remain the property of FIS. FIS reserves a security interest in all Equipment. Merchant shall provide FIS all reasonable assistance in perfecting such interests. No right or title to Equipment shall pass to Merchant by virtue of this Agreement except as expressly provided hereunder.
 - 11.2.4. Merchant shall not suffer or allow any lien, claim or encumbrance to attach to Equipment.
 - 11.2.5. All Equipment shall be returned to FIS at Merchant's expense in the same condition as supplied to Merchant, normal wear and tear accepted, within thirty (30) days of any termination of this Agreement.
 - 11.2.6. Risk of loss or damage to Equipment shall pass to Merchant upon delivery to Merchant's store(s). Merchant shall be liable for lost, stolen, or damaged Equipment, or Equipment not returned to FIS, and Merchant's Settlement Account will be debited at the cost of any lost, stolen, or damaged Equipment not returned to FIS. Merchant must notify FIS promptly if Equipment is lost, stolen or damaged. Merchant is advised to maintain adequate insurance to cover the value of Equipment in the event of any loss or damage thereto or theft thereof.
 - 11.2.7. Merchants desiring to support digital service are required to use a Broadband connection to the Equipment. FIS will utilize Merchant's broadband internet connectivity for each POS configuration. Establishing broadband service and payment for broadband service is the responsibility of the Merchant.
 - 11.2.8. Merchant shall ensure that a current Approved Product List ("APL") is available to each terminal that will be redeeming eWIC benefits. A new APL is available to be scheduled daily. Merchant should initiate download if APL file is not current.
 - 11.2.9. Voice over IP ("VoIP") is not supported for Transaction processing. Operation of the Terminal over VoIP is at the Merchant's risk, only available on some terminal types and varies by program.
 - 11.2.10. Analog Lines are required to support dial-up communications for Transaction processing.
 - 11.3. **Terminal Problems.** If Merchant believes an FIS-supplied Terminal is malfunctioning, Merchant shall call the appropriate phone number to report such problem. FIS will attempt to determine by phone if there is a Terminal problem. Merchant shall cooperate with FIS in attempting to resolve any Terminal problems. If an FIS-supplied Terminal has a problem that would negatively impact benefit redemption, FIS shall use its best efforts to replace the Terminal within 48 hours after Merchant reports a service issue.
 - 11.4. **Replacement Terminals.** If a replacement Terminal is shipped to the Merchant, FIS may contact the Merchant to assist with the replacement process. In good faith at the Merchant's expense, Merchant is expected to return malfunctioning equipment at the time replacement equipment is ordered. If malfunctioning Equipment is not returned within 14 days of replacement order, Merchants' Settlement Account will be debited fair value of equipment.
 - 11.5. **Training and Operation.**
 - 11.5.1. FIS will supply initial training to Merchant on how to use the Equipment. Thereafter, Merchant shall be responsible for on-going training of its employees.
 - 11.5.2. POS Operating Procedures. The Merchant SNAP and/or WIC Procedure Manual is available via down load from the Merchant portal www.ebtEDGE.com or may be mailed to Merchant at Merchant's request, and is a manual governing the operation of the System and Equipment and Merchant shall comply with the procedures of such manual. Merchants are no longer eligible to receive supply and phone-line reimbursement.
 - 11.5.3. Availability. A designated employee of Merchant shall be available to assist EBT Cardholders with SNAP, TANF and or WIC purchases during normal store hours of operation.
 - 11.6. **Power.** Merchant is expected to have adequate clean power located in close proximity to accommodate the EBT and/or WIC Equipment. A UL approved power strip with a surge protector may be utilized to supplement existing power outlets.
 - 11.7. **NO WARRANTIES.** FIS MAKES NO REPRESENTATIONS OR WARRANTIES WITH

RESPECT TO THE EQUIPMENT PROVIDED BY FIS AND ALL WARRANTIES, EXPRESS OR IMPLIED, ARE HEREBY DISCLAIMED INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE

12. Manual Off-Line Vouchers (SNAP only).

- 12.1. **Permissible Use.** The Merchant processing manual off-line vouchers will follow the FNS current policies and/or regulations. For States where FIS is the Host processor, **manual off-line vouchers** can only be used in the event of a Host system failure or a Cardholder's State has declared a disaster. When the EBT Host system is unavailable, the maximum amount that may be authorized to a cardholder is determined by the Cardholder's State. For States where FIS is not the Host Processor, Merchant will follow the rules of the Host Processors rules related to manual off-line voucher usage.
- 12.2. **Manual Off-Line Voucher Accessibility.** Merchants shall use the off-line vouchers exclusively for SNAP benefit purchase and return Transactions by eligible EBT Cardholders. When using manual off-line vouchers to process a SNAP transaction, Merchant must obtain authorization (approval) from the State Processing Vendor's toll free voice authorization system.
- 12.3. **Limitations of Use,** Manual Off-line vouchers cannot be used for Cash or WIC transactions.
- 12.4. **Processing.** In order to be reimbursed for the transaction, a Merchant with a terminal must perform a manual off-line Voucher Clear transaction within thirty (30) calendar days of the transaction. Merchant may perform a manual off-line Voucher Clear transaction on the www.ebtEDGE.com Merchant Portal. Failure to clear the manual off-line voucher may result in non-payment to the Merchant. If Merchant does not have a terminal or access to the Merchant portal www.ebtEDGE.com, the manual off-line voucher must be returned to state Processing Vendors within thirty (30) calendar days.
- 12.5. **Operating Instructions and Training.** Merchant will be furnished instructions for off-line Voucher processing and manuals governing the operation of the System. Merchant agrees to comply with the instructions contained therein.
- 12.6. **Manual Off-line Voucher Retention.** Merchant shall retain a copy of any executed manual off-line voucher for a period of six (6) months after the effective date of the completed transaction.

13. **Taxes.** Any and all sales, use, excise, value-added, personal property or any other taxes (excluding taxes based on FIS' net income) imposed, assessed, levied or otherwise arising from the transactions contemplated by this Agreement or the installation, use or operation of

Equipment shall be the sole responsibility of Merchant.

14. Fees; Adjustments.

- 14.1. Merchant agrees to pay charges and fees in the amount and in the frequency as specified in Monthly Service and Fees Addendum. All fees and charges owed to FIS shall be deducted from Merchants Settlement account on a monthly basis for the prior months services. Merchant can obtain a copy of its monthly invoice on www.ebtEdge.com.
- 14.2. FIS has the right to revise the fees and charges and add new fees upon 30 days' written notice and Merchant agrees to pay such revised charges and fees unless Merchant objects to the revisions within 30 days receipt of the notice by first class mail. Any objections to any such charges or fees that are not made and timely received by FIS as provided herein, shall be deemed waived. Merchant's continued use of the services after the period for objection has passed shall be deemed acceptance of the new terms.

- 15. **Notification of address or other changes.** Merchant must provide notice to FIS of any changes in the Merchant ownership and/or address. The new, or revised, ownership must obtain approval from FNS before the merchant can begin to redeem EBT and/or WIC benefits. Merchant must provide notice to FIS of any changes in the Merchant bank account number.
- 16. **Notice.** Any notice required or permitted hereunder shall be in writing and shall be deemed given when sent by first class mail, to the address of the party receiving notice as appears on the signature page of this Agreement or as changed through written notice to the other party. All legal notices will be sent via certified mail return receipt requested.
- 17. **Settlement Account Information.** Merchant must provide FIS notice of any changes to its Settlement Account information within three (3) days of any changes to the Settlement Account information. In the event Merchant fails to notify FIS of such changes, Merchant shall be responsible and shall reimburse FIS for any fees or costs accessed on FIS for failing to maintain correct settlement information.
- 18. **Merchant Tax ID/FEI.** FIS is obligated to send Merchant an IRS Form 1099 annually. Merchant must provide FIS with its correct Federal Tax ID/FEI. In the event that FIS is assessed any fees from the IRS as a result of Merchants' failure to provide FIS with the correct tax information, Merchant shall reimburse FIS for any such fees.
- 19. **No Assignment.** Merchant may not assign this Agreement.
- 20. **Force Majeure.** Each party hereto shall be excused from performance hereunder for any period and to the extent that it is prevented or delayed in the performance of any obligation as a result of acts of God or other causes beyond its control.

21. **Precedence.** In the event of a conflict between the terms and conditions of this Agreement and the Quest or WIC Operating Rules, the Operating Rules applicable to the transaction shall take precedence.
22. **Choice of Law/Dispute resolution.** The Agreement shall be governed by the laws of the state of Florida, without regard to internal principles relating to conflict of laws. Any dispute, difference, controversy or claim arising out of or relating to the Agreement shall be settle by binding arbitration before a single arbitrator in Jacksonville, Florida in accordance with the Commercial Arbitration Rules (including Procedures for Large, Complex, Commercial Disputes) of the American Arbitration Association, Judgment of any resulting award may be entered into by any court having jurisdiction over the parties or their respective property. The arbitrator shall decide any issues submitted in accordance with the provisions and commercial purposes of the Agreement and shall not have the power to award damages other than those described in the Agreement. The prevailing party in any dispute arising out of this Agreement shall be entitled to, and the arbitrator shall have jurisdiction to award, the recovery of reasonable attorneys' fees, costs and expenses.
23. **CLASS ACTION WAIVER; MERCHANT WAIVES ANY RIGHT TO PARTICIPATE IN A CLASS ACTION AGAINST FIS RELATED TO THIS AGREEMENT OR THE SERVICES PROVIDED HERUNDER.**
24. **Modifications.** FIS reserves the right to send Merchant a change in terms and conditions to merchant's known address. New or modified terms shall become effective unless Merchant objects to the revisions within 30 days receipt of the notice of the modifications. Any objections to new or modified terms that are not made and timely received by FIS as provided herein, shall be deemed waived. Merchant's continued use of the services after the period for objection has passed shall be deemed acceptance of the new or modified terms.
25. **Entire Agreement.** Unless explicitly stated elsewhere, this Agreement is the complete Agreement between the parties and supersedes any other oral or written communication.

—END OF TERMS AND CONDITIONS—

FEES and MONTHLY RATES

Merchant Transaction and Service Fees

1. Per Terminal Merchant Monthly Service Fee includes:

- 24 x 7 Customer Service Support
- Terminal Application Support
- FIS Settlement
- Web Merchant Portal
- Access & Statements
- Terminal Support

2. Per Terminal and Support by Program, Transaction Fees are depicted below:

Monthly	State Funded Terminal	Merchant Funded Terminal	Terminal Service Fee	Transaction Fees** Quantity (Qty) < 100	Transaction Fees** Qty 101-500	Transaction Fees** Qty 501-1,000	Transaction Fees** Qty > 1,000
SNAP Only	No	Yes	\$28.50	\$11.00	\$00.10	\$00.07	\$00.05
Cash Only	No	Yes	\$28.50	\$11.00	\$00.10	\$00.07	\$00.05
WIC Only	Yes	No	\$37.00	\$11.00	\$00.10	\$00.07	\$00.05
Combination Terminal SNAP & Cash	No	Yes	\$37.00	\$11.00	\$00.10	\$00.07	\$00.05
Combination SNAP & WIC	No	Yes	\$37.00	\$11.00	\$00.10	\$00.07	\$00.05
Combination SNAP, Cash & WIC	No	Yes	\$37.00	\$11.00	\$00.10	\$00.07	\$00.05
Additional terminal(s)	No	Yes	Variable	Variable	Variable	Variable	Variable

****This fee applies only in months where merchant conducts one (1) or more transactions**

To calculate the per terminal transaction fees, take the number of transactions performed in a month, find the associated rate in the chart above, then multiply the rate listed above times the number of transactions. Example scenarios are listed below.

Scenarios:

- ▣ If you have 85 SNAP only transactions in a month your terminal service fees will be \$39.50
 - < 100 trans = \$11.00 + 28.50 Terminal Service Fee = \$39.50
- ▣ If you have 9 WIC only transactions in a month your terminal service fees will be \$48.00
 - <100 trans = \$11.00 + \$37.00 Terminal Service Fee = \$48.00
- ▣ If you have 120 SNAP only transactions in a month your terminal service fees will be \$40.50
 - 120 x \$00.10 = \$12.00 + \$28.50 Terminal Service Fee = 40.50
- ▣ If you have a combination terminal with 450 WIC and 600 SNAP transactions in a month your terminal service fees will be \$124.00
 - 450 x \$00.10 = \$45.00 + \$37.00 Terminal Service Fee = \$82.00
 - 600 x \$00.07 = \$42.00 + \$0.00 Terminal Service Fee = \$42.00
- ▣ If you have 1005 SNAP only transactions in a month your terminal service fees will be \$78.75
 - 1,005 x \$00.05 = \$50.25 + \$28.50 Terminal Service Fee = \$78.75