

*The Contract/Agreement should be received at least 2 weeks prior to a Board Meeting to ensure placement on the Agenda. The Contract Committee meets most Tuesdays at 8:00a.m. All Contracts/Agreements, regardless the amount, must be first approved by the Contract Committee and then presented to the Board of Education for approval and signature. The item will be placed on Electronic School Board for the board agenda by Janet Brown. By following this process, the liability of entering into an agreement is placed with the district rather than an individual.*

# Infinite Campus Agreement for January 2024 BOE meeting

**Subject:** Accept and approve the New agreement between BAPS and Infinite Campus to use their Campus Payments online payment solution for all student activities and fees for the District. Total cost to the District is \$5,385.00 and will be paid from General Funds.

**Summary:** This is a new, one-time agreement with Infinite Campus to use their Campus Payments online payment solutions for all student activities and fees district-wide. One-time cost includes implementation fees, Payrix Merchant account setup fees, training, support, and hardware/credit card readers. There is no annual agreement to use the product nor recurring fees other than credit card processing/transaction fees. Initial fees/hardware will be paid from General Funds.

**From:** [Erin Eastman](#)  
**To:** [Frederick, Megan N](#)  
**Subject:** RE: Campus Payments  
**Date:** Wednesday, December 13, 2023 4:23:33 PM  
**Attachments:**

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Hi Megan,

Thank you for your call today! Attached are your updated quotes for your review. When you are ready to move forward, just let me know which start date is preferred for your go live and I'll generate the eAgreements accordingly. If you choose to go live this February, we can certainly accommodate that with a limited school site roll out and expand this to the remaining schools this summer. Come summer, if you need additional training we can coordinate follow-up sessions as needed.

- [Campus Payments – Demo Recording](#)
- [Campus Payments Processing Overview](#)

Campus Fees: Reports

- [Fee Audit Report](#)
- [Fee Billing Batch Report](#)
- [Fee Receivable Summary Report](#)
- [Payments Reporter](#)
- [Recurring Payments Report](#)

Independently, I'll need you to complete the Payrix Merchant Sign-Up. Please notify me once this has been submitted.

- [Payrix Merchant Sign-Up: Video Guide](#)
- [Payrix Merchant Sign-Up: eForm](#)

If there's anything else I can help with, just let me know!

Best,  
Erin

**Erin Eastman** | Sales Manager  
Direct: 763.795.4412 | Toll Free: 800.850.2335  
[infinitecampus.com](https://infinitecampus.com) | [Company Video](#) | [Product Demos](#)



# Order and Pricing Schedule for Broken Arrow Public Schools - OK

<b>Prepared For</b>	<b>Prepared By</b>	<b>Prepared On</b>	<b>Service Start Date</b>
Ashley Bowser	Erin Eastman	December 14, 2023	February 1, 2024
Broken Arrow Public Schools	Sales Manager		
Chief Technology Officer	P: +17637954412	<b>Initial Term</b>	
P: +19182597445	erin.eastman@infinitecampus.com	5 Months	
agbowser@baschools.org			

## Hardware

Item	Quantity	Net Price	Net Total Price
3-Day Shipping - Card Reader Shipping (4 7 units per)		\$10.00 One-Time	\$70.00
3-Day Shipping - Card Reader Shipping (4 2 units per)		\$10.00 One-Time	\$20.00
OLPDynamag062 - Card Reader	28	\$125.00 One-Time	\$3,500.00
WkC3xBT - BBPOS Reader - Walker c3x 5 BT / BBPOS 3x BT Chipper		\$149.00 One-Time	\$745.00
<b>TOTAL HARDWARE</b>			<b>\$4,335.00</b>

## Implementation Services

Item	Quantity	Unit	Net Total Price
Online Payments	1	One-Time	\$150.00
Online Payments Implementation	1	One-Time	\$900.00
<b>TOTAL IMPLEMENTATION SERVICES</b>			<b>\$1,050.00</b>

## INFINITE CAMPUS TOTALS

<b>Initial Term Total:</b>	\$5,385.00
<b>Annual Recurring Total:</b>	\$0.00

By:  
Name:  
Its:  
Date:

# Estimate prepared for Broken Arrow Public Schools - OK

Quote Prepared For	Quote Prepared By	Prepared On	Service Start Date
Ashley Bowser	Erin Eastman	December 14, 2023	February 1, 2024
Broken Arrow Public Schools	Sales Manager		
Chief Technology Officer	P: +17637954412	<b>Initial Term</b>	<b>Expires on</b>
P: +19182597445	erin.eastman@infinitecampus.com	5 Months	February 29, 2024
agbowser@baschools.org			

## Hardware

Item	Quantity	Net Price	Net Total Price
3-Day Shipping - Card Reader Shipping (4 7 units per)		\$10.00 One-Time	\$70.00
3-Day Shipping - Card Reader Shipping (4 2 units per)		\$10.00 One-Time	\$20.00
OLPDynamag062 - Card Reader	28	\$125.00 One-Time	\$3,500.00
WkC3xBT - BBPOS Reader - Walker c3x BT / BBPOS 3x BT Chipper	5	\$149.00 One-Time	\$745.00
<b>TOTAL HARDWARE</b>			<b>\$4,335.00</b>

## Implementation Services

Item	Quantity	Unit	Net Total Price
Online Payments	1	One-Time	\$150.00
Online Payments Implementation	1	One-Time	\$900.00
<b>TOTAL IMPLEMENTATION SERVICES</b>			<b>\$1,050.00</b>

## INFINITE CAMPUS TOTALS

<b>Initial Term Total:</b>	\$5,385.00
<b>Annual Recurring Total:</b>	\$0.00

# Processing Fees

Processing fees do apply to transactions through Campus Payments. SFAs can decide to adjust pricing to include the potential processing costs, charge a processing fee for relevant transactions or absorb the transaction fees.

eCheck Processing	
ACH Processing Rate	0% per Trans
ACH Transaction Fee <sup>1</sup>	\$0.35 per Trans
ACH Returns (Regular & Late) <sup>2,3</sup>	\$3 per Return
ACH Credit Transaction	\$5 per Credit
Credit and Debit Card Processing	
VISA, MasterCard, and Discovery Processing Rate <sup>5</sup>	3.50% per Trans
AMEX Processing Rate <sup>5</sup>	4.65% per Trans
Credit/Debit Transaction Fee	\$0.35 per Trans
Visa FANF Fees <sup>6</sup>	See FANF Table
Other Charges that May Apply	
Chargeback Fee <sup>7</sup>	\$25
Failed Transaction	\$0.35 per Occurrence

1. ACH Transaction Fee: Transactions are sent for processing 1-2 business days prior to settlement
2. Regular Returns: If the withdrawal of funds from customer's account generates a Return due to: Insufficient Funds (NSF), Account Closed, No Account/Unable to Locate Account, Invalid Account Number, Account Number Changed, Routing Number changes, Account/Routing Change, and/or Account Type Changed.
3. Late Returns: If the withdrawal of funds from customer's account generates a return due to: Revoked, and/or Not Authorized
4. Credit Transactions: If a transaction is credited back to a customer's account.
5. The Credit and Debit Processing Rates is the percentage of each transaction that is assessed for processing both credit and debit cards.
6. The Visa Fixed Acquirer Network Fee (FANF) is based on the monthly gross dollar amount of Visa transactions processed under your federal taxpayer identification number. See chart below.
7. The Chargeback Fee is deducted if the Cardholder or Card issuing Bank initiates a dispute.

Visa Fixed Acquirer Network Fee (FANF)	
Monthly Gross Sales Volume	Monthly Fee
Less Than or Equal to \$199.99	\$0
\$200.00 – \$1,249.99	0.15%
\$1,250.00 – \$3,999.99	\$7
\$4,000.00 – \$7,999.99	\$9
\$8,000.00 – 39,999.99	\$15
\$40,000.00 – \$199,999.99	\$45
\$200,000.00 – \$799,999.99	\$160
\$800,000.00 – \$1,999,999.99	\$450
\$2,000,000.00 – \$3,999,999.99	\$1,000
\$4,000,000.00 – \$7,999,999.99	\$2,000
\$8,000,000.00 – \$19,999,999.99	\$4,000
\$20,000,000.00 – \$39,999,999.99	\$8,000
\$40,000,000.00 – \$79,999,999.99	\$16,000
\$80,000,000.00 – \$399,999,999.99	\$45,000
Greater Than or Equal to \$400,000,000.00	\$70,000

Questions on processing fees may be directed to Infinite Campus Support.





# Terms And Conditions

## Government Entity Terms and Conditions

Version: 10.2022

Last Modified: 12-08-2022

## TERMS AND CONDITIONS

These terms and conditions are part of the binding Agreement between Payrix and the government entity accepting this Agreement (Sub-Merchant). Capitalized terms used in this Agreement not otherwise defined herein are defined in the Glossary set forth below in these terms and conditions. Payrix and Sub-Merchant hereby agree as follows:

### 1. Payrix Services

The Payrix Services are a cloud-based payment system by which Payrix, Bank and Processor serve as a processing channel with respect to Card Transactions for Sub-Merchant to receive payments on its behalf, and Payrix serves as a Third Party Sender with respect to ACH Transactions originated by a Sub-Merchant, pursuant to the terms hereof and the selections of the Sub-Merchant made through its Account. Payrix shall facilitate the processing of Sub-Merchant's Card Transactions that are originated in accordance with the Payment Network Rules, as provided herein and otherwise as Payrix, in its sole discretion, deems appropriate. As a Third Party Sender, Payrix shall transmit Sub-Merchant's ACH Transaction debit and credit entries that are originated by Sub-Merchant in accordance with the NACHA Rules by such means as Payrix, in its sole discretion, deems appropriate.

### 2. Account

So long as Sub-Merchant is not in breach of this Agreement, Sub-Merchant shall be granted an Account accessible through the Payrix Services. The Account shall include a record of Sub-Merchant Transactions and Fees. Payrix shall provide Sub-Merchant with credentials for access to the Account. Sub-Merchant may not disclose such codes or permit any third party to use them other than Third Party Servicers pursuant to a binding written agreement with Sub-Merchant. Sub-Merchant assumes full responsibility for the use of its Account and the access credentials thereto and shall indemnify Payrix for any and all claims, losses or other liabilities arising therefrom. Except as required to deliver or receive the Payrix Services or as otherwise required by law, Payrix shall not grant any third party access to the Account. Payrix may debit or credit the Sub-Merchant's bank account(s) associated with its Account in connection with its activities under this Agreement, and may perform such debits and/or credits through a third party designated by Payrix who is a licensed money transmitter.

### 3. Prohibited Merchants

All of the following Persons are prohibited from using the Payrix Services: (i) Persons who appear on the U.S. Department of the Treasury, Office of Foreign Assets Control, Specially Designated Nationals List; (ii) Persons who are less than 18 years of age; (iii) Persons, or their Affiliates who have been previously terminated for cause by Payrix or any of its Affiliates; and (iv) Persons who are not both domiciled and resident in the United States.

### 4. Prohibited Activities

It is forbidden for a Sub-Merchant to use Payrix Services to assist in any illegal activity or any Prohibited Activity. Likewise, Sub-Merchant may not use Payrix Services in or for the benefit of a country, organization, entity, or person embargoed or blocked by any government, including those on sanctions lists identified by the United States Office of Foreign Asset Control. Without any limitations on any other Prohibited Activity, Sub-Merchant hereby affirms that no payments whatsoever for firearms or ammunition or any parts or accessories that could modify the performance or action of any actual firearms (e.g., bump stocks) will be made through the Account. Payments for these items will be taken via alternate means only. Sub-Merchant may not itself or through any other Person: (i) copy, modify, adapt, translate, reverse engineer, decompile, or disassemble, in any way, any portion of the Payrix Services and/or content made accessible by Payrix including any information, pictures, videos, text, graphics, software programs used by Payrix in connection with the Payrix Services and Content, or publicly display, reproduce, create derivative works from, perform, distribute, or otherwise use such Content, other than as permitted by Payrix in writing; (ii) make any use of the Content and/or Payrix Services on any other website or networked computer environment for any purpose, or replicate or copy the Content without Payrix's prior written consent; (iii) interfere with or violate any other services or user's right to privacy or other rights, or harvest or collect personally identifiable information about users of the Payrix Services without their express consent, including using any robot, spider, site search or retrieval application, or other manual or automatic device or process to retrieve, index, or data-mine; (iv) defame, abuse, harass, stalk, threaten, or otherwise violate the legal rights of others; (v) transmit or otherwise make available in connection with the Payrix Services any virus, worm, trojan horse, time bomb, web bug, spyware, or any other computer code, file, or program that may or is intended to damage or hijack the operation of any hardware, software, or telecommunications equipment, or any other actually or potentially harmful, disruptive, or invasive code or component; (vi) interfere with or disrupt the operation of the Payrix Services, or the servers or networks that host the Payrix Services or make them available, or violate any requirements, procedures, policies, or regulations of such servers or networks; (vii) sell, license, or exploit for any commercial purposes any use of or access to the Payrix Services other than permitted by Payrix; (viii) forward any data generated from the Payrix Services without the prior written consent of Payrix; (ix) sub-license any or all of the Payrix Services to any third party; or (x) transfer or assign the Account password, even temporarily, to a third party.

### 5. Application

On sign-up and throughout the term of this Agreement, Sub-Merchant shall supply, through the Application and by such other means as Payrix may require, information concerning the Sub-Merchant, its elected or appointed officials. Sub-Merchant shall notify Payrix of any changes in such information. Federal Regulations enacted pursuant to the USA Patriot Act and other applicable laws require financial institutions to verify the identity of every person who seeks to open an account with a financial institution. Sub-Merchant shall provide documentary verification as requested from time to time by Payrix in a manner

acceptable to Payrix. Payrix, Processor, and Bank reserve the right to verify Sub-Merchant's identity through other non-documentary methods as deemed appropriate in their sole discretion. Payrix, Processor, and Bank may retain a copy of any document it obtains to verify Sub-Merchant's identity.

## 6. Customers

Payrix is not party to any Sub-Merchant relationship with its Customer that necessitates the Transaction and Payrix shall have no obligations thereunder or in respect thereof. Sub-Merchant is solely responsible for its Product and all customer service issues related thereto including pricing, order fulfillment, order cancellation by Sub-Merchant or the Customer, returns, refunds and adjustments, rebates, functionality and warranty, technical support and feedback concerning experiences with Sub-Merchant personnel, policies or processes. Sub-Merchant shall post its customer service telephone number on its website. Sub-Merchant shall indemnify and hold harmless Payrix, Processor, Bank and their respective shareholders, directors, officers and employees harmless from any and all claims, losses or other liabilities arising from or in relation to Sub-Merchant's relationship with its Customer or any Product, including any and all costs associated with the legal defense related to such claims. Each Transaction submitted or processed hereunder shall represent a payment by a Customer to Sub-Merchant. Payrix and Bank make no representation or guarantee with respect to Customer funds availability, that a Transaction will be authorized or processed, or that a Transaction will not later result in a chargeback, reversal Return or Reversal.

## 7. Payrix Regulatory Status

Payrix is not a bank, money transmitter or other money services business. Payrix Services relate solely to the facilitation of Transactions between Customers and the Sub-Merchant pursuant to this Agreement. Settlement funds are not insured by Payrix, Processor, Bank or any third party. Payrix reserves the right to monitor use of the Payrix Services by Sub-Merchant and its Customers to ensure compliance with this Agreement, the Rules and applicable laws. If Payrix determines that Sub-Merchant is not in compliance with this Agreement, the Rules or applicable law, Payrix reserves the right to take appropriate action including, but not limited to suspending or terminating this Agreement or access to the Account. Bank, not Payrix, settles Card Transaction funds to Sub-Merchant, and Payrix does not settle ACH Transaction funds to Sub-Merchant. Payrix does not at any point hold, own or control funds in connection with the Payrix Services, nor does Payrix transmit money or anything of monetary value. In connection with the Payrix Services, Payrix does not actually or constructively receive, take possession of, or hold any money or anything of monetary value for transmission, and does not advertise, solicit or hold itself out as receiving money for transmission. The Bank is the party with sole responsibility for conducting the settlement of funds between Customers and Sub-Merchants.

## 8. Platform Services and Third Party Servicers

Payrix assists in enabling Platforms to help Sub-Merchant administer its Account with Payrix and provides services directly to Sub-Merchant or its Customers. When Sub-Merchant opens an Account through a Platform, Sub-Merchant authorizes Payrix to permit the Platform to (i) access Sub-Merchant's Account with Payrix and any data contained in such Account; (ii) assist Sub-Merchant in creating and managing Transactions with Customers; and (iii) deduct Platform fees from funds payable to Sub-Merchant. Sub-Merchant agrees to pay all Platform fees in addition to the Fees as set forth in this Agreement. Payrix does not assume any responsibility with regard to the connectivity between Sub-Merchant and any Platform or Third Party Servicer. It is ultimately Sub-Merchant's responsibility to insure that Sub-Merchant Transactions reach Payrix, Processor and the Bank in order to receive Payrix Services. Sub-Merchant shall not use any Third Party Servicer unless it has all necessary Payment Network registrations and is fully compliant with applicable law and the Rules, as determined by Payrix. Payrix is not liable for Third Party Servicers or their services even if the Site contains links to them or the Payrix Services are integrated with them. The inclusion of any link or integration to a Third Party Servicer does not imply an approval, endorsement, or recommendation by Payrix. Sub-Merchant agrees that Sub-Merchant accesses any such website at Sub-Merchant's own risk.

## 9. Reserved

## 10. Credit Check Consent; Financial Information

In connection with Sub-Merchant procuring Payrix Services from Payrix, Sub-Merchant understands that one or more consumer reports as defined in the FCRA may be obtained by Payrix from consumer reporting agencies and Sub-Merchant consents to Payrix obtaining such reports and agrees to provide Payrix with any information necessary to obtain such reports. Sub-Merchant (which term shall include its shareholders, officers and Guarantors in this consent) understands that this report may include information with respect to public record information, criminal records, motor vehicle operation history, education records, names and dates of previous employers, reason for termination of employment and work experience, and/or credit worthiness, capacity and standing, character, general reputation, personal characteristics, or mode of living, such information may be used to evaluate whether Sub-Merchant is an appropriate candidate for transacting with Payrix and this determination may be adverse to Sub-Merchant. Upon written or verbal notice at any time, Sub-Merchant agrees to furnish to Payrix its recent and/or historical financial statements and other financial information. From time to time, Payrix may request credit and other financial information concerning Sub-Merchant, its owners, Guarantors (if any) and principals, and Sub-Merchant agrees to furnish the information in a timely manner. Further, Sub-Merchant agrees to provide Payrix with prompt written notice of any adverse change in Sub-Merchant's financial condition that includes but is not limited to: any planned or anticipated liquidation; any significant change in the nature of Sub-Merchant's business; and any material judgment, writ, warrant of attachment, levy or adverse decision against Sub-Merchant affecting its financial condition. The information obtained will not be provided to any parties other than to designated authorized representatives of Payrix. Sub-Merchant further understands that a consumer reporting agency may not give out information about Sub-Merchant to Payrix without Sub-Merchants' written consent. Sub-Merchant hereby authorizes Payrix now, or at any time while it is party to an agreement with Payrix or otherwise engaged by Payrix, to obtain, either directly or through an Affiliate or other third party, a consumer report on Sub-Merchant. This authorization does not include the release of Sub-Merchant's medical information. A copy, fax or scan of this consent shall be considered as effective and valid as the original. Sub-Merchant understands that in the event any adverse action is taken against Sub-Merchant based in whole or in part on the consumer report, Payrix shall (i) provide notice to Sub-Merchant of the adverse action; (ii) disclose Sub-Merchant's credit score; (iii) provide Sub-Merchant with the name, address and telephone number of the consumer reporting agency; and (iv) provide notice of Sub-Merchant's rights under the FCRA. On request, California, Minnesota and Oklahoma residents, can obtain a copy of any consumer credit report requested by Payrix. On request, New York residents can be informed if a consumer credit report has been requested on them by Payrix as well as the name of the agency providing the report. Sub-Merchant and its Guarantors have read and understand the above and authorize Payrix to perform the above investigations. Sub-Merchant must provide accurate and complete information. If Payrix cannot verify that this information is complete and accurate, Payrix may deny Sub-Merchant use of Payrix Services, or close the Sub-Merchant Account.

## 11. Fees

Sub-Merchant shall pay Fees for the Payrix Services. Fees shall be paid to Payrix by offsets from Transaction fund settlements to the Sub-Merchant's bank account(s), daily ACH Transaction billing against Sub-Merchant's bank account(s), monthly ACH Transaction billing against Sub-Merchant's bank account(s),



or any other billing method chosen by Payrix. If there are insufficient Card Transaction funds to cover Fees, or if any ACH Transaction billing is rejected due to insufficient funds in the Sub-Merchant's bank account(s), then Sub-Merchant shall pay the Fees immediately. Platform may also have provided disclosure to Sub-Merchant concerning Fees. In the event of any inconsistency between Fees disclosed to Sub-Merchant by Platform and those disclosed by Payrix, the higher of the two shall apply. If any fees are blank or identified as not applicable on the Application, then Payrix will assess Sub-Merchant Payrix's standard fees for such transaction(s) or item(s). Payrix may change or add fees and/or charges upon notice to Sub-Merchant via Payrix's Service Delivery Process, and such changes and/or additions to fees and charge shall be effective on no less than ninety (90) days' notice. Payrix has the right to round, assess, and calculate interchange and other fees and amounts and on return, chargeback and certain other transactions retain such amounts, in accordance with Payrix's standard operating procedures. The Payrix Service used by Payrix to provide Sub-Merchant monthly statements summarizing the transaction processing of Sub-Merchant and fees may be via Payrix's online Sub-Merchant portal.

## 12. Transaction Authorizations

Sub-Merchant shall not submit Transactions hereunder unless they are submitted in the correct manner, including the Sub-Merchant being in possession of Transaction receipts and not submitting Transactions until they are complete, (i.e. the goods or services are shipped/provided) and the Transaction is in the correct currency and within the correct time limit, as applicable. Sub-Merchant may set a minimum Card Transaction amount to accept that provides access to a credit account, under the following conditions: (i) the minimum Card Transaction amount does not differentiate between card issuers; (ii) the minimum Card Transaction amount does not differentiate between Payment Networks; and (iii) the minimum Card Transaction amount does not exceed \$10.00 (or any higher amount established by the Federal Reserve by regulation). Sub-Merchant may set a maximum Card Transaction amount to accept that provides access to a credit account, under the following conditions: (a) the Customer (i) is a department, agency, or instrumentality of the U.S. Government; or (ii) is a corporation owned or controlled by the U.S. Government; or (iii) is a Customer whose primary business is reflected by one of the following MCCs: (x) MCC 8220 – Colleges, Universities, Professional Schools, Junior Colleges; (y) MCC8244 – Schools, Business and Secretarial; or (z) MCC 8249 – Schools, Trade and Vocational; and (b) the maximum Card Transaction amount does not differentiate between card issuers; and (c) the maximum Card Transaction amount does not differentiate between Payment Networks. Bank shall hold, receive, disburse and settle Transaction funds on Sub-Merchant's behalf. Subject to this Agreement, Sub-Merchant also authorizes Bank to debit or credit any payment card or other payment method Payrix accepts. Sub-Merchant authorizes Payrix Bank to initiate electronic ACH debit and credit entries to Sub-Merchant's bank account(s) and to initiate adjustments for any Transactions credited or debited in error. Sub-Merchant agrees to be bound by the Rules, and Sub-Merchant agrees that all ACH Transactions that Sub-Merchant initiates will comply with the NACHA Rules and all applicable law. In the event of any inconsistency or conflict between any provision of this Agreement and the Rules, the Rules shall govern. Sub-Merchant's authorization will remain in full force and effect until Sub-Merchant notifies Payrix that Sub-Merchant revokes such authorization by contacting Payrix through the Account. Sub-Merchant understands that Payrix requires a reasonable time to act on Sub-Merchant revocation.

## 13. Settlement

Each Account must be linked to at least one verified Sub-Merchant bank account; meaning, the Sub-Merchant bank account(s) must match the routing number and account number provided by Sub-Merchant as well as Sub-Merchant's legal entity name or registered DBA name. The Bank will transfer funds to the Sub-Merchant's bank account(s) according to this Agreement. If Bank cannot transfer the funds to the Sub-Merchant's bank account(s) (due to inaccurate or obsolete bank account information entered by the Sub-Merchant, or for any other reason), Payrix may refund the funds to the Customer or escheat them as provided below. None of Bank, Payrix or the Customer will have any liability to Sub-Merchant for funds so refunded. Settlements to a bank account shall be limited or delayed based on Sub-Merchant's perceived risk and history with Payrix as determined by the sole and absolute discretion of Payrix or Bank and Payrix may debit any Sub-Merchant bank account(s) for any reason permitted in this Agreement. Unless otherwise agreed in writing by Payrix, Transaction settlement shall be by ACH to the Sub-Merchant's bank account(s).

## 14. Sub-Merchant Transaction Disclosure and Privacy Policy

Sub-Merchant must not: (i) Require a Customer to complete a postcard or similar device that includes the Customer's account number, card expiration date, signature, or any other card account data in plain view when mailed; (ii) Add any tax to Transactions, unless applicable law expressly requires that Sub-Merchant be permitted to impose a tax. Any tax amount, if allowed, must be included in the Transaction amount and not collected separately; (iii) Assess a surcharge to Transactions, except as expressly permitted by, and in full compliance with the Rules; (iv) Request or use a card account number for any purpose other than as payment for its goods or services; (v) Disburse funds in the form of travelers cheques, if the sole purpose is to allow the Customer to make a cash purchase of Products from Sub-Merchant; (vi) Disburse funds in the form of cash, unless the Sub-Merchant is dispensing funds in the form of travelers cheque, TravelMoney cards, or foreign currency. In this case, the Transaction amount is limited to the value of the travelers cheques, TravelMoney cards, or foreign currency, plus any commission or fee charged by the Sub-Merchant; (vii) disburse funds of cash unless Sub-Merchant is participating in full compliance with a program supported by a Payment Network for such cash disbursement; (viii) Enter into interchange or otherwise originate any Transaction for a Transaction that was previously charged back to the Bank and subsequently returned to the Sub-Merchant, irrespective of Customer approval; provided, that Sub-Merchant may re-originate an ACH Transaction up to two times within 180 days if the initial ACH Transaction was returned for insufficient or uncollected funds. Sub-Merchant may pursue payment from the Customer outside the Payrix Services; (ix) Accept a Visa Consumer Credit Card or Commercial Visa Product, issued by a U.S. issuer, to collect or refinance an existing debt; (x) Accept a card to collect or refinance an existing debt that has been deemed uncollectable by the merchant providing the associated goods or services; (x) Enter into interchange a Transaction that represents collection of a dishonored check; (xi) originate an ACH Transaction for a Customer if an ACH Transaction for that Customer has been returned as unauthorized, until a new Authorization is obtained from that Customer; (xii) Change any aspect of what goods or services it sells or how they are sold without prior written consent of Payrix and Bank; (xiii) Request a Card Verification Value2 ("CVV2") for a card present transaction nor retain or store any portion of the magnetic stripe data subsequent to the authorization of a sales transaction, nor any other data prohibited by the Rules; or (xiv) Submit a transaction that does not result from an act between the Customer and the Sub-Merchant. Sub-Merchant shall post a privacy policy that complies with the Rules and applicable law to its website and shall honor the terms thereof.

## 15. Reserves

Where deemed necessary or appropriate by Bank or Payrix, Bank shall create a Reserve in order to protect Bank or Payrix from actual or potential liabilities hereunder. The Reserve will be in an amount determined by Payrix in its sole and absolute discretion to cover anticipated chargebacks, returns, unshipped Product and/or unfulfilled services, Reversals, Returns, or other amounts owing by Sub-Merchant hereunder, or credit risk based on Sub-Merchant processing history. The Reserve may be raised, reduced or removed at any time by Bank or Payrix. Where the Reserve is not adequately funded, Sub-Merchant shall pay all amounts requested by Payrix for the Reserve within one (1) business day of a request for such amounts and Bank and Payrix may build the Reserve by off-sets from Transaction settlements or by debiting any bank account of the Sub-Merchant by ACH. Sub-Merchant grants Payrix a

security interest in and lien on any and all funds held in any Reserve, and also authorizes Payrix to make any withdrawals or debits from the Reserve, without prior notice to Sub-Merchant, to collect amounts that Sub-Merchant owes Payrix under this Agreement, including without limitation, for any Reversals or other reversals of deposits or transfers. Sub-Merchant will execute any additional documentation required for Payrix to perfect Payrix's security interest in any funds in the Reserve. This security interest survives for as long as Payrix holds funds in Reserve; however, it does not apply to any funds for which the grant of a security interest would be prohibited by law. Sub-Merchant irrevocably assigns to Payrix all rights and legal interests to any interest or other earnings that accrue or are attributable to the Reserve.

## 16. Customer Data Security and Compliance

If Sub-Merchant collects, stores, uses or discloses any Customer Data, Sub-Merchant shall, and shall cause its Third Party Servicers to, comply with PCI DSS and all other applicable laws and the Rules relating thereto, and shall certify such compliance when requested by Payrix. Without limiting the foregoing, Sub-Merchant shall comply to the extent applicable with NACHA Rules requiring certain large ACH Transaction originators to render account numbers unreadable when stored at rest electronically. Sub-Merchant shall use only PCI DSS compliant Third Party Servicers in connection with the storage, processing, or transmission of Customer Data and shall be exclusively liable for any security breaches of its systems or any other PCI DSS violations or violations of other applicable laws or the Rules. Sub-Merchant has exclusive responsibility for security of Customer Data and other information on Sub-Merchant systems or those under its control. Sub-Merchant is aware of and shall comply with all applicable laws, Rules, and regulations in connection with Sub-Merchant collection, security and dissemination of any personal, financial, or transaction information. Without limitation, Sub-Merchant shall maintain policies and procedures to reduce the risk of loss from transactions that may pose significant fraud, regulatory, or legal risk, or may cause reputational damage to Payrix or any third party. Sub-Merchant shall maintain adequate security so as to prevent a breach of Customer Data. In the event of any actual or suspected breach of data in possession or control of Sub-Merchant or one of its Third Party Servicers, Sub-Merchant shall immediately notify Payrix thereof and also comply with all applicable laws and Rules concerning the breach. Sub-Merchant shall obtain from each Customer all consents required under the Rules and applicable law for the collection, use, storage and disclosure of any and all information provided by Customers or obtained by Sub-Merchant or its agents or Third Party Servicers under Sub-Merchant's relationship with its Customer or otherwise for use by Payrix, Processor, Bank and all third parties as set forth in this Agreement and that assist in the delivery of the Payrix Services. Sub-Merchant shall indemnify and hold Payrix and Bank harmless from and against any liability arising on account of or in relation to the failure by Sub-Merchant to obtain consents from Customers related to their information or cards. Sub-Merchant expressly consents for Payrix, Processor, Bank and all third parties that assist in the delivery of the Payrix Services to collect, use, store and disclose Payrix information, including that provided in the Application, information concerning Customers, Transactions, and the business of the Sub-Merchant in order to supply the Payrix Services, generate reports, to reduce fraud, provide customer support, create and share aggregated and/or anonymized data concerning Sub-Merchant Customers and Customer Data, and the Payrix Services and assessing the risk associated with the Sub-Merchant. Payment Networks shall have the right to use Sub-Merchant name, address, and internet addresses and Sub-Merchant authorizes Payrix to provide any such Payment Networks with any of Sub-Merchant's information requested by the Payment Network. Payrix reserves the right, at its sole but reasonable discretion, without prior consent of Sub-Merchant, to make reasonable changes to the Payrix Services or implement other risk management controls deemed necessary by Payrix or its suppliers to manage risk. Sub-Merchant shall comply with all such changes.

## 17. Taxes

Sub-Merchant has the exclusive responsibility to calculate, charge, collect and remit state and other taxes applicable to Product sales. Payrix may have tax reporting responsibilities in connection with the Payrix Services such as an Internal Revenue Service report on Form 1099-K.

## 18. Refunds and Returns

Sub-Merchant agrees to process returns of, and provide refunds and adjustments for Products in accordance with this Agreement and the Rules. The Rules require that Sub-Merchant will: (i) maintain a fair return, cancellation or adjustment policy; (ii) disclose Sub-Merchant return or cancellation policy to Customers at the time of purchase; (iii) not give cash refunds to a Customer in connection with a payment card sale, unless required by law; and (iv) not accept cash or any other item of value for preparing a payment card sale refund. Sub-Merchant's refund policies must be the same for all payment methods, and should specifically include a requirement for prompt payment of refunds in order to limit chargeback risk.

## 19. Chargeback Liability

The amount of a Card Transaction may be charged back to Sub-Merchant for a variety of reasons under the Payment Network Rules. The amount of an ACH Transaction may be subject to Reversal for wrong dollar amount, wrong account number, duplicate transaction or other reasons under the NACHA Rules. Sub-Merchant is responsible for all chargebacks and Reversals, whether or not the chargeback or Reversal complies with the Rules. Sub-Merchant shall immediately pay Payrix the amount of all chargeback and related Fees, fines, or penalties assessed by the Bank, Processor, the Payment Networks or any other third party. If Sub-Merchant does not have sufficient funds in its bank account(s) to pay such amounts, Payrix can offset the amounts thereof from other Transaction amounts owing to Sub-Merchant hereunder, debit the amount by ACH Transaction from the Sub-Merchant's bank account(s) or oblige Sub-Merchant to make immediate payment thereof. If Payrix determines that Sub-Merchant is incurring an excessive amount of chargebacks, Returns or Reversals, Payrix or the Bank may establish controls or conditions governing Sub-Merchant's Account, including without limitation, by: (i) assessing additional Fees; (ii) creating a Reserve in an amount reasonably determined by Payrix; (iii) delaying payment; and (iv) terminating or suspending the Payrix Services or closing the Account. Sub-Merchant shall assist in the investigation of any and all chargebacks, Returns, Reversals and other actual or potential Transaction disputes and shall timely provide such information to Payrix as Payrix may request.

## 20. Recoupment of Funds Owning to Payrix

Where amounts are owing from Sub-Merchant to Payrix hereunder or under any other Agreement with Payrix or its affiliates, Payrix shall have the right to immediately, without prior consent or notice, offset or debit such amounts from funds: (i) deposited by Sub-Merchant; (ii) due to Sub-Merchant under this Agreement; (iii) held in the Reserve; or (iv) available in Sub-Merchant bank account(s), or other payment instrument registered with the Bank. Sub-Merchant's failure to pay in full amounts that Sub-Merchant owes Payrix on demand will be a breach of this Agreement. Sub-Merchant will be liable for Payrix costs associated with collection in addition to the amount owed, including without limitation attorneys' fees and expenses, collection agency fees, and interest at the lesser of one-and-one-half percent (1.5%) per month or the highest rate permitted by applicable law. In its discretion, Payrix may make appropriate reports to credit reporting agencies and law enforcement authorities, and cooperate with them in any resulting investigation or prosecution. Sub-Merchant hereby expressly agrees that all communication in relation to delinquent Accounts will be made as permitted under this Agreement. Such communication may be made by Payrix or by anyone on its behalf, including but not limited to a third party collection agent.

## 21. Escheatment

If there is no activity in an Account for the period of time set forth in the applicable unclaimed property laws, and Sub-Merchant has a credit, Payrix may notify Sub-Merchant by sending an email to Sub-Merchant's registered email address. Payrix may also notify Sub-Merchant by U.S. mail. Payrix will give Sub-Merchant the option of keeping the Account open, withdrawing the funds, or requesting a check. If Sub-Merchant does not respond to Payrix notice within the time period specified in the notice, Payrix may close the Account and Sub-Merchant funds may escheat in accordance with applicable law.

## 22. Recordkeeping

Sub-Merchant shall have exclusive responsibility for: (i) compiling and retaining permanent records of all Transactions and other data, and (ii) reconciling all Transaction information that is associated with Sub-Merchant's Account. If Sub-Merchant believes that there is an error associated with Sub-Merchant's Account, Sub-Merchant must notify Payrix in writing within 60 days after the suspected error occurred. Sub-Merchant's failure to notify Payrix within such time period will result in Payrix not being responsible for investigating or effecting any requested adjustments as a result of any error. Upon five (5) business days' notice or immediately upon the direction of a Payment Network, a Payment Network, or Payrix at the direction of a Payment Network, may conduct an on-site audit of Sub-Merchant, and Sub-Merchant agrees to cooperate with such audit.

## 23. Term and Termination

The Agreement shall become effective when it is accepted by both parties hereto and shall terminate as set forth herein. Payrix and Bank have the right to terminate this Agreement at any time for any reason or for no reason. On any termination hereof, Sub-Merchant shall immediately cease using the Payrix Services and the Account. Payrix shall have the right to delete all Account information on any termination hereof, but it also has the right to retain copies thereof for up to five (5) years. Payrix and Bank shall not have any liability to Sub-Merchant resulting from a termination hereof. This Agreement shall terminate immediately if a Payment Network requires Payrix to terminate this Agreement. Sub-Merchant may terminate this Agreement by closing Sub-Merchant's Account at any time. When Sub-Merchant closes the Account, any pending Transactions will be cancelled. Any funds that the Bank is holding in custody for Sub-Merchant at the time of closure, less any applicable Fees and other liabilities of Sub-Merchant, will be paid out to Sub-Merchant according to Sub-Merchant's payment schedule. Bank may also withhold such funds pending investigation of Sub-Merchant Transactions or potential liabilities hereunder. On any termination hereof, Sub-Merchant shall remain liable hereunder for any and all Fees or costs accrued prior to or following termination and any other amounts owed by Sub-Merchant to Payrix, Bank or a Payment Network.

## 24. Marks/IP

Sub-Merchant may use the trademarks and service marks of Payrix and the Payment Networks (the "Marks") as provided by the Rules and subject to the sole discretion and approval of Payrix. Upon termination of this Agreement, Sub-Merchant agrees that it shall no longer use the Marks or anything similar thereto. Payrix reserves all rights not expressly granted to Sub-Merchant in this Agreement. Payrix owns the title, copyright and other worldwide intellectual property rights in the Payrix Services and all copies of the Payrix Services. This Agreement does not grant Sub-Merchant any rights to Payrix's trademarks or service marks, nor may Sub-Merchant remove, obscure, or alter any of Payrix's trademarks or service marks included in the Payrix Services. All comments and suggestions concerning the Payrix Services provided to Payrix shall be the property of Payrix and Sub-Merchant shall not have any rights therein.

## 25. Indemnification

Sub-Merchant shall indemnify, defend and hold Payrix, its Processor, Bank, Payment Networks and all third parties that assist in providing the Payrix Services, as well as Customers and their respective employees, directors, and agents harmless from and against any and all claims, costs, losses, damages, judgments, tax assessments, penalties, interest, and expenses (including without limitation reasonable attorneys' fees) arising out of any claim, action, audit, investigation, inquiry, or other proceeding instituted by a third party person or entity that arises out of or relates to: (i) any actual or alleged breach of Sub-Merchant representations, warranties, or obligations set forth in this Agreement, including without limitation any violation of Payrix policies or the Rules; (ii) Sub-Merchant's wrongful or improper use of the Payrix Services; (iii) any Transaction submitted by Sub-Merchant through the Payrix Services (including without limitation the accuracy of any Product information that Sub-Merchant provides or any claim or dispute arising out of Products offered or sold by Sub-Merchant); (iv) Sub-Merchant's violation of any third-party right, including without limitation any right of privacy, publicity rights or intellectual property rights; (v) Sub-Merchant's violation of any applicable law; or (vi) any other party's access and/or use of the Payrix Services with Sub-Merchant's access credentials. Any indemnification obligation of Sub-Merchant arising in connection with this Agreement shall apply to the fullest extent permitted by law. Sub-Merchant agrees to be responsible for transaction losses and amounts, including chargebacks, arising in connection with this Agreement.

## 26. Sub-Merchant Representations

Sub-Merchant represents to Payrix and Bank that: (i) Sub-Merchant is eligible to register and use the Payrix Services and has the authority and capacity to enter into and perform under this Agreement; (ii) the name identified by Sub-Merchant when Sub-Merchant registered is Sub-Merchant name or business name under which Sub-Merchant sells goods and services; (iii) each Transaction submitted or originated by Sub-Merchant shall represent a bona fide sale by Sub-Merchant; (iv) any Transactions submitted by Sub-Merchant will accurately describe the Product sold and delivered to a Customer; (v) each ACH Transaction originated by Sub-Merchant is in accordance with a valid Authorization that complies with all applicable NACHA Rules and that has not been revoked or terminated, the original or a copy of which is held by Sub-Merchant and can be produced upon request; (vi) Sub-Merchant shall fulfill all of Sub-Merchant's obligations to each Customer for which Sub-Merchant submits a Transaction and will resolve any consumer dispute or complaint directly with the Customer; (vi) Sub-Merchant and all Transactions initiated by Sub-Merchant shall comply with all applicable laws and the Rules; (vii) except in the ordinary course of business, no Transaction submitted by Sub-Merchant through the Payrix Services will represent a sale to any will represent a sale to any elected or appointed official of Sub-Merchant; and (viii) Sub-Merchant will not use the Payrix Services, directly or indirectly, for any fraudulent undertaking or in any manner so as to interfere with the use of the Payrix Services.

## 27. No Warranties

THE PAYRIX SERVICES ARE PROVIDED ON AN AS IS AND AS AVAILABLE BASIS. USE OF THE PAYRIX SERVICES IS AT SUB-MERCHANT'S OWN RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE PAYRIX SERVICES ARE PROVIDED WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

## 28. Limitation of Liability

PAYRIX, ITS PROCESSOR AND BANK SHALL NOT BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF SALES, GOODWILL, PROFITS OR REVENUES. PAYRIX'S, ITS PROCESSOR'S AND BANK'S LIABILITY

UNDER THIS AGREEMENT FOR ANY CLAIM SHALL NOT EXCEED \$10,000. PAYRIX, ITS PROCESSOR AND BANK SHALL NOT BE LIABLE FOR ANY DAMAGES CAUSED DIRECTLY OR INDIRECTLY BY: (I) AN ACT OR OMISSION OF SUB-MERCHANT OR ITS AFFILIATES OR ANY CUSTOMER; (II) SUB-MERCHANT USE OF OR SUB-MERCHANT INABILITY TO USE THE PAYRIX SERVICES; (III) DELAYS OR DISRUPTIONS IN THE PAYRIX SERVICES; (IV) VIRUSES OR OTHER MALICIOUS SOFTWARE OBTAINED BY ACCESSING THE PAYRIX SERVICES; (V) BUGS, ERRORS, OR INACCURACIES OF ANY KIND IN THE PAYRIX SERVICES; (VI) ACT OR OMISSIONS OF THIRD PARTIES; (VII) A SUSPENSION OR OTHER ACTION TAKEN IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT WITH RESPECT TO SUB-MERCHANT ACCOUNTS; (VIII) PAYRIX'S NEED TO MODIFY PRACTICES, CONTENT, OR BEHAVIOR, OR SUB-MERCHANT'S DIMINISHED ABILITY TO DO BUSINESS AS A RESULT OF CHANGES TO THIS AGREEMENT OR PAYRIX'S POLICIES OR PAYRIX SERVICES MADE IN ACCORDANCE WITH THIS AGREEMENT OR APPLICABLE LAW; (IX) BREACHES BY SUB-MERCHANT OF THIS AGREEMENT; (X) INCORRECT OR INCOMPLETE TRANSACTION INFORMATION; (XI) ACTS OR OMISSIONS OF THIRD PARTY SERVICERS, INCLUDING BUT NOT LIMITED TO THE PLATFORM; OR (XII) BANK, PAYRIX OR ONE OF PAYRIX'S SUPPLIERS ELECTING TO SUSPEND PROVIDING PAYRIX SERVICES IN RESPECT OF SUB-MERCHANT OR A CUSTOMER ON THE BASIS OF ITS LEGAL, COMPLIANCE, OR RISK POLICIES.

## 29. Direct Merchant Status

Certain Payment Networks may require that Sub-Merchant enter into a direct contractual relationship with the Bank if certain criteria are met. These criteria are met if the Sub-Merchant processes more than \$1,000,000 in payment transactions through Visa or MasterCard in a twelve-month period. If this happens, Sub-Merchant will immediately become bound by Processor's then current direct merchant agreement, the current version of which is set forth at <https://portal.payrix.com/terms>, (the "Direct Merchant Agreement") whereby in such Direct Merchant Agreement, Sub-Merchant may be referred to as Merchant and be party to the Direct Merchant Agreement along with the Processor and the Member Bank(s) listed in the Direct Merchant Agreement. If Sub-Merchant becomes bound by the Direct Merchant Agreement, the Member Bank providing Transaction settlement funds into Sub-Merchant's bank account(s) will be the acquirer with regard to those Transactions. Full contact information for each Member Bank is set out in the Direct Merchant Agreement. Additionally, in the event Sub-Merchant is participating in certain business categories and has Charge Volume in excess of (1) \$1,000,000 in a rolling twelve month period, or (2) \$100,000 in any three consecutive months ("High CV Merchant"), American Express may convert Sub-Merchant to a direct Card acceptance relationship. Upon conversion, Sub-Merchant will be bound by American Express' then-current Card Acceptance Agreement and corresponding pricing and fees. Sub-Merchant shall comply with the Rules, including those posted at the following sites and are incorporated herein by reference: [usa.visa.com](http://usa.visa.com), [www.mastercard.com](http://www.mastercard.com), [www.americanexpress.com](http://www.americanexpress.com) and [www.discover.com](http://www.discover.com). In the event of any inconsistency or conflict between any provision of this Agreement and the Rules, the Rules shall govern. Sub-Merchant agrees to comply with the specific requirements set forth in the American Express Program requirements set forth below in these terms and conditions, regardless of the amount of American Express charge volume.

## 30. Sub-Merchant Obligations with Respect to ACH Transactions

Sub-Merchant shall be primarily liable to Payrix for any credit entries originated and for any debit entries returned or reversed. In addition to its other obligations hereunder with respect to Transactions, Sub-Merchant agrees as follows with respect to ACH Transactions:

- (i) Sub-Merchant shall prepare and submit all electronic entries to Payrix in accordance with the terms, conditions and specifications set forth herein and as Payrix may specify from time to time. Sub-Merchant shall not cancel or amend any entry after its submission to Payrix other than as permitted by Payrix in Payrix's sole discretion.
- (ii) Sub-Merchant shall comply at all times with all data security rules promulgated by NACHA. Without limiting the foregoing, Sub-Merchant shall transmit all entries via a secured electronic network or via a commercially reasonable security technology acceptable to Payrix and compliant with the NACHA Rules. Sub-Merchant shall (a) establish, maintain and update commercially reasonable security measures to maintain the confidentiality of Customers' account numbers, routing numbers, non-public personally identifiable information, and sales information and (b) maintain processes and procedures to protect against unauthorized transactions and network infections and to verify the identity of routing numbers and receivers.
- (iii) Sub-Merchant shall ensure the correctness, both as to content and form, of all entries and information submitted to Payrix. If any information is not readable, out of balance, or un-processable, Sub-Merchant shall correct and resubmit the information to Payrix. Payrix is not responsible for detecting any errors in the transmission or content of any entries, including duplicate entries. Payrix may reject any entry submitted by Sub-Merchant. In the event that an entry is rejected for any reason, Sub-Merchant shall remake such entry.
- (iv) Sub-Merchant shall not originate an ACH Transaction with respect to any Customer until Sub-Merchant has obtained from such Customer an authorization (an "Authorization"), as required by the NACHA Rules and reasonably acceptable to Payrix, to make prearranged debits from the Customer's bank account(s). Such Authorization may be in the form of either (a) a signed written agreement from the Customer, with a copy thereof given to the Customer, or (b) an electronic record compliant with the requirements of the Electronic Signatures in Global and National Commerce Act (E-Sign) and legally binding in the same manner as are hard copy documents executed by hand signatures, with the electronic record capable of retention by print or otherwise. Sub-Merchant shall retain the original or a copy of the Authorization as prescribed in the NACHA Rules and, upon Payrix's request, shall promptly furnish to Payrix an original or a copy of the Authorization. Should Sub-Merchant wish to change the amount or date of billing of an ACH Transaction in respect of any Customer, it shall first obtain a new Authorization.
- (v) Sub-Merchant shall at all times comply with the NACHA Rules with respect to each ACH Transaction and agrees to assume the responsibilities, of an "Originator" under the NACHA Rules. Without limiting the foregoing, Sub-Merchant shall comply with NACHA Rules that require all merchants who accept ACH to have "commercially reasonable" processes in place that validate routing numbers and verify that its Customer's bank account is in good standing. In the event that the operating rules of a local or regional clearing house, or the arrangements between Payrix and a depository institution, are more restrictive than the NACHA Rules, Sub-Merchant shall comply with such rules.
- (vi) Sub-Merchant shall not originate any entries that violate the laws of the United States. Without limiting the foregoing, Sub-Merchant shall confirm, with respect to each Customer, that U.S. companies are not restricted from doing business with such Customer under rules and regulations of OFAC; and Sub-Merchant shall not originate any Transactions for Customers with respect to which U.S. companies are so restricted.

## 31. Confidentiality

Unless otherwise required by law, Sub-Merchant shall, and shall cause its Affiliates to, hold in strict confidence at all times following the date hereof all Payrix, Bank and Processor Confidential Information, and neither Sub-Merchant nor any of its Affiliates shall use such Confidential Information for any purpose other than for the performance of Sub-Merchant's duties and obligations hereunder. If Sub-Merchant breaches, or threatens to breach, any of the provisions of this section, in addition to any other rights Payrix may have, including a claim for damages, Payrix shall have the right to have the provisions of this section specifically enforced, and Sub-Merchant's breach or threatened breach enjoined, by any court of competent jurisdiction, without presentment of a bond (such requirement being expressly waived by Sub-Merchant), it being agreed that any breach or threatened breach of this section would cause irreparable harm to Payrix in that money damages would not provide an adequate remedy.

### 32. Arbitration

Payrix and Sub-Merchant shall settle all disputes relating in any way to this Agreement or arising from or in respect of this Agreement exclusively by binding arbitration with a single arbitrator administered by the American Arbitration Association ([www.adr.org](http://www.adr.org)) according to this provision and the applicable arbitration rules. The arbitrator's award shall be binding on the parties and may be entered as a judgment in any court of competent jurisdiction. Arbitration shall take place in Dallas County, Texas before a single arbitrator who is a lawyer practicing commercial law. ANY ARBITRATION UNDER THIS AGREEMENT WILL BE ONLY BE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS, CLASS ACTIONS, PRIVATE ATTORNEY GENERAL ACTIONS, AND CONSOLIDATION WITH OTHER ARBITRATIONS ARE NOT PERMITTED, AND SUB-MERCHANT IS HEREBY WAIVING SUB-MERCHANT'S RIGHTS TO HAVE ANY CLAIMS ARISING HEREUNDER DECIDED BY A JURY AND TO PARTICIPATE IN A CLASS ACTION AGAINST PAYRIX. In the event that Sub-Merchant or Payrix are not able to resolve a Dispute with American Express, or a claim against Payrix or any other entity that American Express has a right to join, the American Express Program requirements set forth below in these terms and conditions will apply.

### 33. Governing Law

If Sub-Merchant is a government entity, the validity, construction and performance of this Agreement shall be governed and construed in accordance with the laws of the State in which the Sub-Merchant is located. In all other instances, the validity, construction and performance of this Agreement shall be governed and construed in accordance with the laws of Texas applicable to contracts made and to be wholly performed within such state, without giving effect to any conflict of laws provisions thereof. The Federal and state courts located in Dallas County, Texas shall have sole and exclusive jurisdiction over any disputes arising under the terms of this Agreement.

### 34. Limitation on Time to Initiate a Dispute

Unless otherwise required by law, an action or proceeding by Sub-Merchant relating to any dispute or claim by Sub-Merchant hereunder must commence within one year after the cause of action accrues failing which Sub-Merchant foregoes any rights in respect thereof.

### 35. Amendment of Agreement

Payrix reserves the right to modify the Payrix Services or change or add to the terms of this Agreement or any exhibit, attachment or document linked hereto at any time with electronic notice to Sub-Merchant through the Account, or by such other means as it may select, in a manner and at such time as Payrix deems reasonable. Such changes and additions may be to any of the terms hereof, including but not limited to Fees. If Sub-Merchant continues to process Transactions after actual or constructive notice of change(s) and/or addition(s) by Payrix, Sub-Merchant will be deemed to have accepted the change(s) and/or addition(s). This Agreement may also be amended by written agreement between the parties hereto.

### 36. Independent Contractors

The relationships of the parties to this Agreement shall be solely that of independent contractors, and nothing contained in this Agreement shall be construed otherwise. Nothing in this Agreement or in the business or dealings between the parties shall be construed to make them joint ventures or partners with each other. Neither party shall do anything to suggest to third parties that the relationship between the parties is anything other than that of independent contractors. Sub-Merchant is responsible for ensuring compliance of its employees and agents with the terms of this Agreement. Further, Sub-Merchant is responsible for the actions of its employees and agents.

### 37. Reserved

### 38. Assignment

The Sub-Merchant may not assign or otherwise transfer any or all of its rights or obligations under this Agreement without Payrix's prior written consent, and any assignment without such prior written consent will be null and void. Payrix and Bank may assign any of its rights or obligations hereunder to a third party on electronic notice to Sub-Merchant through the Account.

### 39. Electronic Signatures, Notices and Electronic Communication

When provided to Sub-Merchant for execution in electronic form, this Agreement and all related electronic documents, shall be governed by the provisions of the Electronic Signatures in Global and National Commerce Act. By pressing Submit, Accept or I Agree, Sub-Merchant agrees (i) that the Agreement and related documents shall be effective by electronic means, (ii) to be bound by the terms and conditions of this Agreement and related documents, (iii) that Sub-Merchant has the ability to print or otherwise store the Agreement and related documents, and (iv) to authorize Payrix to conduct an investigation of Sub-Merchant's credit history and that of its principals with various credit reporting and credit bureau agencies for the sole purpose of determining acceptance of this Agreement and ongoing performance hereunder as described in Sections 5 and 10 of these terms and conditions to the Agreement. Sub-Merchant agrees to receive all communication under this Agreement by electronic means (which may also be by phone, and may be made by Payrix or by anyone on its behalf), including but not limited to communications regarding agreements and policies, such as this Agreement and Payrix's privacy policy. Sub-Merchant shall make sure that its primary email address is up to date in the Account and it shall check that email periodically and not less than once per week. In the event that any email from Payrix or other communication is blocked by a spam filter or other issue outside of the control of Payrix, Sub-Merchant shall be deemed to have received the communication all the same. All notices and other communications required or permitted hereunder to be given to a party to this Agreement shall be in writing and shall be sent by electronic mail to the following addresses, if to Payrix, [support@payrix.com](mailto:support@payrix.com), and if to Sub-Merchant, to the e-mail address indicated on the Account. Any notice sent in accordance with this section shall be effective upon transmission and electronic confirmation of receipt, or if transmitted and received on a non-business day, on the first business day following transmission and electronic confirmation of receipt. Any notice of default of Payrix sent to Payrix shall also be sent by courier to the address of Payrix appearing on the Site with proof of delivery. Without limiting any other rights of Payrix, Sub-Merchant acknowledges and agrees that Payrix may provide and/or issue invoices and notices related to the Agreement through Platform.

### 40. Whole Agreement; No Waiver; Severability

No failure, delay of forbearance of either party in exercising any power or right hereunder will in any way restrict or diminish such party's rights and powers under this Agreement, or operate as a waiver of any breach or nonperformance by either party of any terms of conditions hereof. In the event that any provision of this Agreement is held invalid or unenforceable in any circumstances by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and the unenforceable provision shall be enforced to the maximum extent permissible under law. Nothing in this Agreement shall be construed or be deemed to create any rights or remedies in or for the benefit of any third party.

#### 41. Survival

Any provision that is reasonably necessary to accomplish or enforce the purpose of this Agreement shall survive and remain in effect in accordance with its terms upon the termination of this Agreement. For greater certainty but without limitation, the indemnification, limitation of liability and confidentiality clauses shall survive termination hereof.

#### 42. Special Association Considerations

There are a few special rules regarding your participation in the Discover and American Express Card programs.

A. **Discover.** Payrix has no liability for not processing or settling a retained Discover merchant's Discover Cards (as defined by Discover).

B. **American Express.** The following terms apply only to Sub-Merchant's American Express Program (see the American Express Merchant Operating Guide, which can be located at <http://www.americanexpress.com/merchantopguide> for capitalized terms).

i. **Exchange of Information.** Sub-Merchant authorizes Payrix to exchange transaction and settlement information with American Express on Sub-Merchant's behalf.

ii. **American Express Program Terms.** Sub-Merchant agrees to comply with the American Express Program terms provided in the Rules Summary, and the American Express Merchant Operating Guide, which can be located at <http://www.americanexpress.com/merchantopguide>.

iii. **Disclosure and Use of Information.** Payrix may disclose Transaction Data, Sub-Merchant Data, and other information about Sub-Merchant to American Express. American Express may use the disclosed information for any lawful business purpose.

iv. **Direct Card Acceptance.** In the event Sub-Merchant Charge Volume exceeds (1) \$1,000,000 in a rolling twelve month period, or (2) \$100,000 in any three consecutive months ("High CV Merchant"), American Express may convert Sub-Merchant to a direct Card acceptance relationship. Upon conversion, Sub-Merchant will be bound by American Express' then-current Card Acceptance Agreement and corresponding pricing and fees.

v. **Bona Fide Sales, Encumbrances, Assignment.** Sub-Merchant shall only sell bona fide goods and services at its establishment(s). Sub-Merchant Card transactions shall be free of liens, claims, and encumbrances, other than ordinary Card tax. Additionally, Sub-Merchant shall not assign any payments it is due under the Agreement to a third party. However, Sub-Merchant may sell and assign future transaction receivables to Payrix or Payrix's affiliated entities and/or any other cash advance funding source Payrix (or its affiliates) partner with.

vi. **Third Party Beneficiary.** This Agreement confers third party beneficiary rights in American Express for enforcing terms against Sub-Merchant. It imposes no obligations on American Express.

vii. **Opting Out.** Sub-Merchant may opt out of accepting American Express Cards in writing without affecting Sub-Merchant's rights to accept other payment products.

viii. **Termination.** Payrix may terminate Sub-Merchant's right to accept American Express Cards if: (i) Sub-Merchant breaches the Agreement; (ii) American Express instructs Payrix to do so; or (iii) Sub-Merchant engages in fraudulent or any other activity justifying termination.

ix. **Right to Bill and Collect Chargebacks.** Sub-Merchant may not bill or collect from any American Express cardholder for any purchase or payment on the Card unless chargeback has been exercised, Sub-Merchant has fully paid for the charge, and Sub-Merchant otherwise has the right to do so.

x. **Removal of Licensed Marks.** Sub-Merchant agrees to remove any American Express Licensed Marks from its website or any other location when its participation in the Program ends.

xi. **Refund Policies.** Sub-Merchant agrees that its refund policies for purchases on the Card must be at least as favorable as its refund policy for purchase on any other payment product and the refund policy be disclosed to Card Members at the time of purchase and in compliance with applicable laws.

xii. **Participation under American Express Program or EA Program.** If Sub-Merchant does not participate in the American Express Program or EA Program, Payrix will have no liability for not processing or settling Sub-Merchant's American Express transactions. Further, American Express cards will not be included in the definition of Cards.

#### 43. Glossary

"ACH" means the Automated Clearing House.

"ACH Transaction" means any ACH transaction originated by or on behalf of Sub-Merchant, conducted pursuant to the NACHA Rules and utilizing Payrix Services.

"Account" means a unique and private account (sometimes generally known as a merchant account or MID) provided by Payrix to Sub-Merchant accessible through the Payrix Services and in all instances subject to the terms and conditions of the Agreement.

"Affiliate" means, with respect to any party, any corporation, company, partnership or other entity which is directly or indirectly controlled by such party or is directly or indirectly controlled by a person or entity that is the same as that which controls the party. For the purposes of this definition, control shall mean ownership of half or more of the voting interests in an entity.

"Agreement" means this Payrix Sub-Merchant Agreement between Payrix and Sub-Merchant, as the same may hereafter be amended, concerning the delivery and receipt of Payrix Services.

"American Express" means American Express Travel Related Services Company Inc.

"Application" or "Sign-Up Form" means an electronic or paper form completed with input from the Sub-Merchant in relation to entering into the Agreement and procuring the Payrix Services and which includes a Fee Schedule setting forth the Fees, which shall form a part of the Agreement and constitutes representations by the Sub-Merchant hereunder.

"Bank" means a member of a Payment Network that has sponsored Payrix as a payment services provider, payment facilitator or otherwise to supply the Payrix Services and that acquires Transaction funds through Payment Networks.

"Card Transaction" means any transaction, other than an ACH Transaction, originated by or on behalf of Sub-Merchant, that is processed through a Payment Network and conducted utilizing Payrix Services.

"Confidential Information" means all non-public, proprietary data or information of any party hereto which is valuable to the operation of such party's business and is treated by such party as confidential. Confidential Information of a party MAY NOT include the identity of any vendor, client, customer, supplier or business contact of the other party, the fact that the other party has, or is trying to enter into, a business relationship with such third party, or the nature of the business relationship with such third party.

"Content" means any material and/or data obtained by Sub-Merchant from or through the Payrix Services.

"Customer" means a client, customer or donor of Sub-Merchant.

"Customer Data" means information associated with a payment card, such as account number, expiration date, track-2 data, and CVV2; information associated with a Customer's bank account(s), including, without limitation, account numbers and bank routing numbers; and other information associated with a Customer's Transactions.

"Discover" means Discover Financial Services, Inc.

"FCRA" means the Federal Fair Credit Reporting Act as amended (FCRA), 15 U.S.C. 1681 and following.



**"Equipment"** means equipment provided to Sub-Merchant by Payrix or its suppliers, including Platform, and includes imprints, authorization terminals and other similar devices, printers, software, and credit card authenticators.

**"Fees"** means the fees of Payrix for which Sub-Merchant is liable in exchange for the Payrix Services, including, but not limited to, any rental, purchase, or license of terminals, equipment, software, supplies, or other services or products provided by Payrix. Fees are set out in the Application. Fees may be amended in accordance with this Agreement. Fees may also change, in accordance with this Agreement, if Payment Networks or other third parties impose additional fees on Payrix for the supply of the Payrix Services or on amendments to applicable law that require Payrix to amend the Fees.

**"Guarantor"** means any Person guaranteeing the Payrix obligations, either as indicated on the Application or otherwise.

**"Mastercard"** means Mastercard International Incorporated.\

**"NACHA"** means the National Automated Clearinghouse Association.

**"NACHA Rules"** means operating rules and guidelines promulgated by NACHA and governing ACH Transactions or the related activities of parties involved in ACH Transactions, as amended or modified from time to time.

**"Payment Network"** means Visa, Mastercard, Discover, American Express, NACHA and such other payment networks as Payrix indicates are compatible with the Payrix Services.

**"Payment Network Rules"** means, collectively, the by-laws, operating regulations and/or all other rules, policies and procedures, including but not limited to the PCI DSS, the VISA Cardholder Information Security Program, the Mastercard Site Data Protection Program, and any other program or requirement that may be published and/or mandated by any Payment Network or other private or public association or organization, applicable to the Payrix Services and Card Transactions or the related activities of parties involved in Card Transactions, as amended or modified from time to time. Payment Network Rules do not include the NACHA Rules.

**"Payrix"** means Payrix Solutions, LLC and its successors and assigns.

**"Payrix Services"** means the payment processing services of Payrix and its processor and acquiring bank, the Site, any software, programs, services, documentation, tools, hardware, internet-based services, and components thereto provided directly or indirectly to Sub-Merchant by Payrix.

**"PCI DSS"** means the Payment Card Industry Data Security Standards, as they may be amended or modified from time to time.

**"Penalties"** means any and all fines, charges, penalties, assessments, late submission charges and all other costs, expenses and indebtedness levied by a Payment Network, card issuer, NACHA, other regulatory authority or other third party that are assessed against, likely to be assessed against, charged to, likely to be charged to, incurred by (directly or indirectly) or otherwise paid by, Payrix to the extent attributable to, arising out of, or related to Sub-Merchant's (i) Transactions or business, or (ii) breach or alleged breach of any provision in this Agreement.

**"Person"** is to be broadly interpreted and includes an individual, a corporation, a partnership, a trust, an unincorporated organization, the government of a country or any political subdivision thereof, or any agency or department of any such government, and the executors, administrators or other legal representatives of an individual in such capacity.

**"Platform"** means any third-party utilized by Payrix to administer and service the Account of Sub-Merchant.

**"Platform Fees"** are those fees occurring in connection with Sub-Merchant's use of a Platform.

**"Processor"** means a payment processor that has contracted with Payrix to assist Payrix in delivering the Payrix Services. Payrix currently uses two processors: FIS with an address of 8500 Governors Hill Drive, Mail Drop 1GH1Y1, Symmes Township, OH 45249-1384 and Wells Fargo Merchant Services with an address of PO Box 6079, Concord, CA 94524.

**"Product"** means any product or service offered for sale or sold by Sub-Merchant.

**"Prohibited Activity"** means any activity deemed to be prohibited by Payrix, the Processor or the Bank, as communicated to Sub-Merchant from time to time. For the current list of Prohibited Activities, see attached Prohibited Activity Schedule.

**"Reserve"** means a reserve account established and maintained to protect by Bank or Payrix from actual or potential liabilities under the Agreement.

**"Return"** means the return of an Transaction entry, unpaid, for various reasons including non-sufficient funds, uncollected funds, stop payment, account closed, or unauthorized.

**"Reversal"** means the reversal of an erroneous ACH Transaction entry for various reasons including incorrect account number or type, incorrect amount, or duplicate transaction.

**"Rules"** means the Payment Network Rules and the NACHA Rules.

**"Service Delivery Process"** means Payrix's then standard methods of communication, service and support, including but not limited to communication via an online Sub-Merchant portal, email communication, statement notices, other written communications, etc.

**"Site"** means [www.payrix.com](http://www.payrix.com).

**"Sub-Merchant"** means the Person accepting the Agreement and receiving Payrix Services thereunder.

**"Third Party Sender"** has the meaning assigned to such term in the NACHA Rules and includes a third party service provider that acts as an intermediary in transmitting ACH Transaction entries between an originator (in this case, Sub-Merchant) and a financial institution, acting on behalf of the originator.

**"Third Party Servicer"** means a third party that provides a product or service that Sub-Merchant wishes to procure which product or service may or may not be compatible or integrated with the Payrix Services.

**"Transaction"** means an ACH Transaction or a Card Transaction originated by or on behalf of Sub-Merchant conducted utilizing any of the Payrix Services.

**"Visa"** means Visa U.S.A., Inc., Visa International.

## PROHIBITED ACTIVITY SCHEDULE

**"Prohibited Activity"** means any adult content; airlines, including charter airlines; alimony, child support, or other court-ordered payments; bidding fee auctions, including penny auctions; brand or reputation damaging, potential or otherwise, including bestiality, child pornography, escort services, mail order brides, and occult; buyers' clubs, discount clubs or membership clubs; check cashing, or payment for a dishonored check or for an item deemed uncollectible by another merchant; computer repair or maintenance services; commodity trading or security trading; cruise lines; credit counseling or credit repair agencies; credit protection or identity theft protection services; counterfeit or possibly counterfeit goods, or products that infringe on the intellectual property rights of others; debt collection, consolidation, or reduction services; deceptive, unfair, predatory products, services or activities, or prohibited by the card payment networks; digital currency; discount medical or dental plans including discount insurance; discount coupon merchants or online sites; distressed property sales and marketing; door to door sales; drugs, alcohol, or drug paraphernalia, pseudo-pharmaceuticals, substances designed to mimic illegal drugs, or items that may represent them; factoring, liquidators, bailiffs, bail bondsmen; financial services or instruments, such as cash advances, bill payment, loans or loan payments, money orders, money transfers, prepaid cards, wire transfers, or sales of money orders or foreign currency; gambling or betting, including lottery tickets, casino gaming chips, off-track betting, sports forecasting or odds making, fantasy football, memberships on gambling-related internet sites and wagers at races, contests, sweepstakes, and offering prizes as an inducement to purchase goods or services; hate, violence, racial intolerance, or the financial exploitation of a crime; high interest rate non-bank consumer lending including payday lending and title loans; infomercial merchants; internet pharmacies or pharmacy referral sites; inbound or outbound telemarketing businesses including lead generation businesses; investment

or "get rich quick" merchants, businesses or programs; licensed or franchised goods or services, such as apple products; marijuana dispensaries and related products or services; marketing activities involving "pay only for shipping" and/or "free trial" periods; medical equipment; multi-level marketing businesses, pyramid or ponzi schemes; merchants offering special incentives; negative option, renewal, or continuity subscription practices; obscene or pornographic items; pawn shops; pharmaceuticals, including medical marijuana; prepaid phone cards or phone services; prostitution, escort services, massage parlors, and other potentially sexually related services; real estate or motor vehicle sales; rebate or upsell programs; scrip-dispensing terminal; selling of mobile minutes; selling or sales of social media activity; stored value or quasi-cash; timeshares, timeshare resales and related marketing; tobacco, cigarettes, or e-cigarettes; unlawful activities or items, or activities or items that encourage, promote, facilitate or instruct others regarding the same; virtual currency or credits that can be monetized, re-sold or converted to physical or digital goods or services or otherwise exist in the virtual world; weapons, including replicas and collectible items, or ammunition or other accessories; weight loss programs; if merchant falls within the following exclusions, merchant will not accept the American Express card; equities (including stocks, bonds, or any other ownership position in a corporation); goods or services to be delivered more than two (2) months in the future, with an intention of gaining return on investment; internet auctions; political parties; telecommunications (including wireless, cable and internet); travel industry (including car rental, lodging, and other travel tour operators); in addition, merchant may not use the service for; impersonating any person or entity or falsely claiming an affiliation with any person or entity; collecting, or attempting to collect, personal information about merchants or third parties without their consent, or using such information except as necessary to use the service; sending unsolicited offers, advertisements, proposals, or junk mail or spam to others. this includes, but is not limited to, unsolicited advertising, promotional materials, or other solicitation materials, bulk mailing of commercial advertising, chain mail, informational announcements, charity requests, and petitions for signature; accepting payments for goods or services provided by someone other than merchant; providing merchant itself or others with a cash advance from a credit card; any illegal purpose, or violating any local, state, national, or international law, statute, or regulation, including, without limitation, laws governing intellectual property, taxation, and data collection and privacy; defaming, harassing, abusing, threatening, or defrauding others; posting, transmitting, or distributing content that is false, misleading, unlawful, obscene, indecent, lewd, pornographic, hateful, abusive, inflammatory, or that violates the rights of others (including rights of publicity or privacy); damaging, disabling, overburdening, or impairing Company, including without limitation, using the service in an automated manner; interfering with another merchant's enjoyment of the service, by any means, including by uploading or otherwise disseminating viruses, adware, spyware, worms or other malicious code; competing with Company or Company's business partners; sending or receiving what Company considers to be funds for something that may have resulted from fraud or other illegal behavior; abusing the payment card system or violating the rules, in the reasonable opinion of the card payment networks or Company; operating outside the united states; acting as a money services business or money transmitter; transferring funds between bank accounts held in the same name; creating an account that is linked to another account that has engaged in any of the foregoing activities. Company may use evidence other than merchant account information to determine whether merchant control an account in someone else's name, including but not limited to internet protocol addresses, common business names, phone numbers, and mailing addresses; or any activity deemed by Company to be unauthorized, illegal, or criminal.

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# Bank Disclosures

## Dual Bank Disclosures

### DIRECT MERCHANT AGREEMENT

This Merchant Services Agreement for Sub-Merchants (Merchant Agreement) is made among (i) the bank identified on the Member Bank Disclosure Page attached hereto (Acquirer), (ii) Payrix, as defined in the Payrix Terms of Service to which this Merchant Agreement becomes a part, and (iii) the Sub-Merchant, as defined in the Payrix Terms of Service to which this Merchant Agreement becomes a part. This Merchant Agreement incorporates by reference the Payrix Terms of Service, and capitalized terms not otherwise defined herein have the respective meanings given them in the Payrix Terms of Service. Acquirer will provide Sub-Merchant with certain payment processing (the Acquirer Services) in accordance with the terms of this Merchant Agreement. In consideration of Sub-Merchant's receipt of credit or debit card funded payments, and participation in programs affiliated with Visa, Mastercard, Discover, and certain similar entities (collectively, Payment Networks), Sub-Merchant is required to comply with the Rules (defined below) as they pertain to applicable credit and debit card payments. In addition, if Sub-Merchant meets certain requirements under the Rules or a Payment Network or the Rules otherwise require, Sub-Merchant may be required to enter into a direct relationship with an entity that is a Member of the Payment Networks. By agreeing to the Payrix Terms of Service to which this Merchant Agreement is an exhibit (by click through agreement or otherwise), Sub-Merchant has fulfilled this requirement, if and when applicable. However, Acquirer understands that Sub-Merchant may have contracted with Payrix to obtain certain processing services and that Payrix may have agreed to be responsible to Sub-Merchant for all or part of Sub-Merchant's obligations contained herein.

NOW, THEREFORE, in consideration of the foregoing recitals and of the mutual promises contained herein, the parties agree as follows:

#### 1. Certain Sub-Merchant Responsibilities

Sub-Merchant agrees to comply, and to cause third parties acting as Sub-Merchant's agent (Agents) to comply, with the Payment Networks' by-laws, operating regulations and/or all other rules, policies and procedures, including but not limited to the Payment Card Industry Data Security Standard, the VISA Cardholder Information Security Program, the Mastercard Site Data Protection Program, and any other program or requirement that may be published and/or mandated by the Payment Networks (collectively, Rules). Sub-Merchant may review the Visa, Mastercard, and Discover websites for a copy of the Visa, Mastercard and Discover regulations. The websites are: <http://usa.visa.com/merchants>; and <http://www.mastercard.com/us/merchant/> and <http://www.discovernetwork.com/merchants/>. Without limiting the foregoing, Sub-Merchant agrees that it will fully comply with any and all anti-money laundering laws and regulations, including but not limited to the Bank Secrecy Act, the US Treasury's Office of Foreign Assets Control (OFAC) and the Federal Trade Commission. For purposes of this section, Agents include, but are not limited to, Sub-Merchant's software providers and/or equipment providers. If so indicated in the Payrix Terms of Service, Sub-Merchant may be a limited-acceptance merchant, which means that Sub-Merchant has elected to accept only certain Visa and Mastercard card types (i.e., consumer credit, consumer debit, and commercial cards) and must display appropriate signage to indicate the same. Acquirer has no obligation other than those expressly provided under the Rules and applicable law as they may relate to limited acceptance. Sub-Merchant, and not Acquirer, will be solely responsible for the implementation of its decision for limited acceptance, including but not limited to policing the card type(s) accepted at the point of sale. Sub-Merchant shall only complete sales transactions produced as the direct result of bona fide sales made by Sub-Merchant to cardholders, and is expressly prohibited from presenting sales transactions which are produced as a result of sales made by any person or entity other than Sub-Merchant, or for any purposes related to any illegal or prohibited activity, including but not limited to money-laundering or financing of terrorist activities.

Sub-Merchant may set a minimum transaction amount to accept a card that provides access to a credit account, under the following conditions: i) the minimum transaction amount does not differentiate between card issuers; ii) the minimum transaction amount does not differentiate between Mastercard, Visa, or any other acceptance brand; and iii) the minimum transaction amount does not exceed ten dollars (or any higher amount established by the Federal Reserve). Sub-Merchant may set a maximum transaction amount to accept a card that provides access to a credit account, under the following conditions: Sub-Merchant is a i) department, agency or instrumentality of the U.S. government; ii) corporation owned or controlled by the U.S. government; or iii) Sub-Merchant whose primary business is reflected by one of the following MCCs: 8220, 8244, 8249 - Schools, Trade or Vocational; and the maximum transaction amount does not differentiate between Mastercard, Visa, or any other acceptance brand.

#### 2. Sub-Merchant Prohibitions

Sub-Merchant must not i) require a cardholder to complete a postcard or similar device that includes the cardholder's account number, card expiration date, signature, or any other card account data in plain view when mailed, ii) add any tax to transactions, unless applicable law expressly requires that a Sub-Merchant impose a tax (any tax amount, if allowed, must be included in the transaction amount and not collected separately), iii) request or use an account number for any purpose other than as payment for its goods or services, iv) disburse funds in the form of travelers checks if the sole purpose is to allow the cardholder to make a cash purchase of goods or services from Sub-Merchant, v) disburse funds in the form of cash unless Sub-Merchant is dispensing funds in the form of travelers checks, TravelMoney cards, or foreign currency (in such case, the transaction amount is limited to the value of the travelers checks, Travel Money cards, or foreign currency, plus any commission or fee charged by the Sub-Merchant), or Sub-Merchant is participating in a cash back service, vi) submit any transaction receipt for a transaction that was previously charged back to the Acquirer and subsequently returned to Sub-Merchant, irrespective of cardholder approval, vii) accept a Visa consumer credit card or commercial Visa product issued by a U.S. issuer to collect or refinance an existing debt, viii) accept a card to collect or refinance an existing debt that has been deemed uncollectable, or ix) submit a transaction that represents collection of a dishonored check. Sub-Merchant further agrees that, under no circumstance, will Sub-Merchant store cardholder data in violation of applicable laws or the Rules including but not limited to the storage of track-2 data. Neither Sub-Merchant nor its Agent shall retain or store magnetic-stripe data subsequent to the authorization of a sales transaction.

#### 3. Settlement

Upon receipt of Sub-Merchant's sales data for card transactions, Acquirer will process Sub-Merchant's sales data to facilitate the funds transfer between the various Payment Networks and Sub-Merchant. After Acquirer receives credit for such sales data, subject to the terms set forth herein, Acquirer will fund Sub-Merchant directly to Sub-Merchant's designated demand deposit account (Sub-Merchant-Owned Designated Account) or, at Sub-Merchant's request, to a third-party check writer's account. Any dispute regarding amount of settlement shall be between Payrix and Sub-Merchant. Any dispute regarding the receipt of settlement shall be between Acquirer and Sub-Merchant, with Payrix managing and working to resolve any such dispute. Acquirer will debit the Payrix reserve account for funds owed to Acquirer as a result of the Acquirer Services provided hereunder, provided that Acquirer may also debit the Sub-Merchant-Owned Designated Account for funds owed to Acquirer as a result of the Acquirer Services provided hereunder. Further, if a cardholder disputes a transaction, if a transaction is charged back for any reason, or if Acquirer

reasonably believes a transaction is unauthorized or otherwise unacceptable, the amount of such transaction may be charged back and debited from Sub-Merchant or the Payrix reserve account.

#### 4. Term and Termination

This Merchant Agreement shall be binding upon Sub-Merchant upon Sub-Merchant's acceptance (by click through agreement or otherwise). The term of this Merchant Agreement shall begin, and the terms of the Merchant Agreement shall be deemed accepted and binding upon Acquirer, on the date Acquirer accepts this Merchant Agreement by issuing a merchant identification number and shall be coterminous with the Payrix Terms of Service with Sub-Merchant. Notwithstanding the foregoing, Acquirer may immediately cease providing Acquirer Services and/or terminate this Merchant Agreement without notice if (i) Sub-Merchant or Payrix fails to pay any amount to Acquirer when due, (ii) in Acquirer's opinion, provision of a service to Sub-Merchant or Payrix may be a violation of the Rules or any applicable laws, (iii) Acquirer believes that Sub-Merchant has violated or is likely to violate the Rules or applicable laws, (iv) Acquirer determines Sub-Merchant poses a financial or regulatory risk to Acquirer or a Payment Network, (v) Acquirer's agreement with Payrix terminates, (vi) any Payment Network deregisters Payrix, (vii) Acquirer ceases to be a Member of the Payment Networks or fails to have the required licenses, or (viii) Acquirer is required to do so by any Payment Network. Notwithstanding the foregoing, Acquirer may cease providing Acquirer Services and/or terminate this Merchant Agreement for any reason or no reason at all following thirty (30) days written notice to Sub-Merchant and Payrix.

#### 5. Limits of Liability

Sub-Merchant agrees to provide Acquirer, via a communication with Payrix, with written notice of any alleged breach by Acquirer of this Merchant Agreement, which notice will specifically detail such alleged breach, within thirty (30) days of the date on which the alleged breach first occurred. Failure to so provide notice shall be deemed an acceptance by Sub-Merchant and a waiver of any and all rights to dispute such breach. EXCEPT FOR THOSE EXPRESS WARRANTIES MADE IN THIS MERCHANT AGREEMENT, ACQUIRER DISCLAIMS ALL WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Sub-Merchant's sole and exclusive remedy for any and all claims against Acquirer arising out of or in any way related to the transactions contemplated herein shall be termination of this Merchant Agreement. In the event that Sub-Merchant has any claim arising in connection with the Acquirer Services, rights, and/or obligations defined in this Merchant Agreement, Sub-Merchant shall proceed against Payrix and not Acquirer, unless otherwise specifically set forth in the Rules. In no event shall Acquirer have any liability to Sub-Merchant with respect to this Merchant Agreement or the Acquirer Services. Sub-Merchant acknowledges Acquirer is only providing this Merchant Agreement to assist in Payrix's processing relationship with Sub-Merchant, that Acquirer is not liable for any action or failure to act by Payrix, and that Acquirer shall have no liability whatsoever in connection with any products or services provided to Sub-Merchant by Payrix. If Payrix is unable to provide its services to Sub-Merchant in connection with this Merchant Agreement and Acquirer elects to provide those services, directly, Sub-Merchant acknowledges and agrees that the provisions of this Merchant Agreement will no longer apply and the terms of Acquirer's then current Bank Card Merchant Agreement, which would be provided to Sub-Merchant, will govern Acquirer's relationship with Sub-Merchant. If Payrix subsequently provides its services to Sub-Merchant in connection with this Merchant Agreement, Acquirer will cease to provide such services after receipt of notice from Payrix and this Merchant Agreement will govern Acquirer's relationship with Sub-Merchant.

#### 6. Miscellaneous

This Merchant Agreement is entered into, governed by, and construed pursuant to the laws of the State of Texas without regard to conflicts of law provisions. This Merchant Agreement may not be assigned by Sub-Merchant without the prior written consent of Acquirer. This Merchant Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, transferees and assignees. This Merchant Agreement is for the benefit of, and may be enforced only by, Acquirer and Sub-Merchant and is not for the benefit of, and may not be enforced by, any other party. Acquirer may amend this Merchant Agreement upon notice to Sub-Merchant in accordance with Acquirer's standard operating procedure. If any provision of this Merchant Agreement is determined to be illegal or invalid, such illegality or invalidity of that provision will not affect any of the remaining provisions and this Merchant Agreement will be construed as if such provision is not contained in the Merchant Agreement. The Acquirer may be changed, and its rights and obligations assigned to another party, by Acquirer at any time without notice to Sub-Merchant. For purposes of protecting its interests as Acquirer hereunder, and without prejudicing Payrix's rights hereunder, Acquirer may exercise any right or remedy of Payrix in the Payrix Terms of Service in its performance hereunder, and may also enforce any obligation of Sub-Merchant in the Payrix Terms of Service against Sub-Merchant.

## FIFTH THIRD BANK DISCLOSURE PAGE

This Merchant Services Agreement for Sub-Merchants (Merchant Agreement) is made among (i) Fifth Third Bank (Acquirer, or Bank), (ii) Payrix, as defined in the Payrix Terms of Service to which this Merchant Agreement becomes a part, and (iii) the Sub-Merchant, as defined in the Payrix Terms of Service to which this Merchant Agreement becomes a part. This Merchant Agreement incorporates by reference the Payrix Terms of Services, and capitalized terms not otherwise defined herein have the respective meanings given them in the Payrix Terms of Service. Acquirer will provide Sub-Merchant with certain payment processing (the Acquirer Services) in accordance with the terms of this Merchant Agreement. In consideration of Sub-Merchant's receipt of credit or debit card funded payments, and participation in programs affiliated with Visa, Mastercard, Discover, and certain similar entities (collectively, Payment Networks), Sub-Merchant is required to comply with the Rules (defined below) as they pertain to applicable credit and debit card payments. In addition, if Sub-Merchant meets certain requirements under the Rules or a Payment Network or the Rules otherwise require, Sub-Merchant may be required to enter into a direct relationship with an entity that is a Member of the Payment Networks. By agreeing to the Payrix Terms of Service to which this Merchant Agreement is an exhibit (by click through agreement or otherwise), Sub-Merchant has fulfilled this requirement, if and when applicable. However, Acquirer understands that Sub-Merchant may have contracted with Payrix to obtain certain processing services and that Payrix may have agreed to be responsible to Sub-Merchant for all or part of Sub-Merchant's obligations contained herein.

NOW, THEREFORE, in consideration of the foregoing recitals and of the mutual promises contained herein, the parties agree as follows:

#### Payment Facilitator Contact Information

**Name:** Payrix Solutions, LLC  
**Address:** 5605 Glenridge Drive, Suite #375, Atlanta, GA 30342  
**Phone:** (855) 672-9749

#### Member Bank Information

**Name:** Fifth Third Bank  
**Address:** 8500 Governors Hill Drive, Symmes Township, OH 45249-1384  
**Phone:** (866) 622-2390

#### Important Member Bank Responsibilities

- The Bank is the only entity approved to extend acceptance of Payment Network products directly to a Sub-Merchant under this Merchant Agreement.
- The Bank must be a principal (signer) of this Merchant Agreement.

- The Bank is responsible for educating Sub-Merchant on pertinent Visa and Mastercard Rules with which Sub-Merchant must comply; but this information may be provided to you by Payrix.
- The Bank is responsible for and must provide settlement funds to the Sub-Merchant.
- The Bank is responsible for all funds held in reserve.

#### Important Merchant Responsibilities

- Ensure compliance with cardholder data security and storage requirements.
- Maintain fraud and chargebacks below Payment Network thresholds.
- Review and understand the terms of the Merchant Agreement.
- Comply with Payment Network rules.

#### Sub-Merchant Resources

- Sub-Merchant may download 'Visa Regulations' from Visa's website at: <https://usa.visa.com/support/small-business/regulations-fees.html#3>
- Sub-Merchant may download 'Mastercard Rules' from Mastercard's website at: <http://www.mastercard.com/us/merchant/support/rules.htm>

## WELLS FARGO BANK DISCLOSURE PAGE

This Merchant Services Agreement for Sub-Merchants (Merchant Agreement) is made among (i) Wells Fargo Bank, N.A. (Acquirer, or Bank), (ii) Payrix, as defined in the Payrix Terms of Service to which this Merchant Agreement becomes a part, and (iii) the Sub-Merchant, as defined in the Payrix Terms of Service to which this Merchant Agreement becomes a part. This Merchant Agreement incorporates by reference the Payrix Terms of Services, and capitalized terms not otherwise defined herein have the respective meanings given them in the Payrix Terms of Service. Acquirer will provide Sub-Merchant with certain payment processing (the Acquirer Services) in accordance with the terms of this Merchant Agreement. In consideration of Sub-Merchant's receipt of credit or debit card funded payments, and participation in programs affiliated with Visa, Mastercard, Discover, and certain similar entities (collectively, Payment Networks), Sub-Merchant is required to comply with the Rules (defined below) as they pertain to applicable credit and debit card payments. In addition, if Sub-Merchant meets certain requirements under the Rules or a Payment Network or the Rules otherwise require, Sub-Merchant may be required to enter into a direct relationship with an entity that is a Member of the Payment Networks. By agreeing to the Payrix Terms of Service to which this Merchant Agreement is an exhibit (by click through agreement or otherwise), Sub-Merchant has fulfilled this requirement, if and when applicable. However, Acquirer understands that Sub-Merchant may have contracted with Payrix to obtain certain processing services and that Payrix may have agreed to be responsible to Sub-Merchant for all or part of Sub-Merchant's obligations contained herein.

NOW, THEREFORE, in consideration of the foregoing recitals and of the mutual promises contained herein, the parties agree as follows:

#### Payment Facilitator Contact Information

**Name:** Payrix Solutions, LLC  
**Address:** 5605 Glenridge Drive, Suite #375, Atlanta, GA 30342  
**Phone:** (855) 672-9749

#### Member Bank Information

**Name:** Wells Fargo Bank, N.A.  
**Address:** PO Box 6079, Concord, CA 94524  
**Phone:** (800) 672-5817

#### Important Member Bank Responsibilities

- The Bank is the only entity approved to extend acceptance of Payment Network products directly to Sub-Merchant under this Merchant Agreement.
- The Bank must be a principal (signer) of this Merchant Agreement.
- The Bank is responsible for educating Sub-Merchant on pertinent Visa and Mastercard Rules with which Sub-Merchant must comply; but this information may be provided to you by Payrix.
- The Bank is responsible for and must provide settlement funds to the Sub-Merchant.
- The Bank is responsible for all funds held in reserve.

#### Important Merchant Responsibilities

- Ensure compliance with cardholder data security and storage requirements.
- Maintain fraud and chargebacks below Payment Network thresholds.
- Review and understand the terms of the Merchant Agreement.
- Comply with Payment Network rules.

#### Sub-Merchant Resources

- Sub-Merchant may download "Visa Regulations" from Visa's website at: <https://usa.visa.com/support/small-business/regulations-fees.html#3>
- Sub-Merchant may download "Mastercard Rules" from Mastercard's website at: <http://www.mastercard.com/us/merchant/support/rules.html>



# CAMPUS PAYMENTS

## SIMPLIFY PURCHASES AND

### RELATED PROCESSES FOR PARENTS, STUDENTS, AND THE COMMUNITY





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"I love being able to support my grandchildren. Being able to proudly wear their school colors means a lot. The Public School Store allows me to do just that...plus I have another excuse to buy my grandchildren gifts."

*Janine, active grandma of nine*

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# Campus Payments

Reliable and secure payment processing solutions for both Campus Food Service and Campus Fee transactions through Online Payments and Mobile Payments features. Online Payments gives parents, students and staff the convenience to make payments 24/7 through the Campus Portal. Mobile Payments allows districts to process one-time card transactions.



## Fees

Payments made online work seamlessly with your Infinite Campus system data, providing real-time transaction verification.

- Collect course fees, activity fees, lab fees and other payments managed in Campus Fees.
- Simplify the collection of payments for Campus Food Service.
- Allow Portal users to select and pay for optional fees (yearbook, sporting events, class trips, donations, etc.).

## Payment Processing

- Make payments anytime via the secure Campus Portal for one child or the entire household on one intuitive screen.
- Process payment through Visa, MasterCard, American Express, Discover or checking and savings accounts.
- Use a flexible deposit bank account structure.
- Utilize multiple bank accounts for a single transaction.
- Have confidence with secure, private transactions.
- Reconcile transactions through detailed payment vendor reports.
- Generate detailed payment history reports.
- Save and maintain multiple payment methods for easier payment processing.
- Allow users access to online payment history.
- Drill down and review transaction details including food service items purchased.

## Mobile Payments

Make it easy for your district to process one-time credit and debit card transactions. Using the integrated Infinite Campus Mobile Payments app (available for download on iOS or Android) you can accept swipe payments using a Bluetooth credit card reader. Popular uses include:

- Activities
- Sporting events
- Fine arts events
- Field trips
- Donations
- Yearbooks

## School Store & Public School Store

The School Store allows parents and students to select spirit wear, purchase school supplies, pay for activity fees or make donations. The Public School Store provides friends and family the ability to shop at school stores within the district without a login. The stores offer a secure and easy-to-use design making it simple to manage, add, and update offerings while eliminating manual processes, paperwork, checks and cash.

- Establish individual building stores, offering different categories, inventory, and pricing.
- Ability to manage store access (off or on) by building.
- Use existing family data to control parent options.
- Sell physical products and experiences.
- Easily add and update product images, sizes, and availability.
- Connect offerings to funds in Online Payments so purchases are credited to the right bank account.

Learn more at [infinitecampus.com/schoolstore](http://infinitecampus.com/schoolstore)

## Activity Registration

The School Store functionality will allow districts to include activity and athletic registration within the Portal.

- Custom form functionality allows districts to collect documents and electronic signatures during the registration process.
- Families will be able to select specific activities and athletics from the School Store to begin the registration process.
- Allow parents to pay field trip fees and sign permissions in one process through the School Store.

Visit [infinitecampus.com/payments](http://infinitecampus.com/payments) for more information or contact sales at 800.850.2335 or [sales@infinitecampus.com](mailto:sales@infinitecampus.com).

# Dynamag Secure Card Reader Authenticator

For merchants that want both security and ease of use, the Dynamag Secure Card Reader Authenticator (SCRA) is Magne-Safe® secured and offers a reliable and convenient swipe path with complete security features for the peace of mind you can trust. Specifically designed to meet PCI DSS requirements to secure cardholder data, the Dynamag employs the industry standard, Triple DES encryption. This bidirectional SCRA conveniently makes any existing merchant application more secure.



## Secure card swipe for transactions or access

MagTek secure card reader authenticators (SCRAs) use the MagneSafe Security Architecture (MSA). The MSA has evolved exponentially from its inception in 2006 when it delivered the industry's first SCRAs for secure electronic transactions.

The MSA is a digital identification and authentication architecture that safeguards consumers and their personal data. Designed to exceed PCI regulations, MSA leverages strong encryption, secure tokenization, counterfeit detection, tamper recognition, data relevance and integrity, and dynamic digital transaction signatures, which together validate and protect the entire transaction and each of its components.

A key feature of the MSA is MagnePrint® card authentication, a patented, proven technology which reliably identifies counterfeit credit cards, debit cards, gift cards, ATM cards and ID cards at the point of swipe, before fraud occurs. MSA's multi-layer security provides unmatched protection and flexibility for safer online transactions.

## Ease of integration

MagTek understands that development time is expensive, and that "time to market" is critical. The Dynamag is a plug-n-play USB device (USB power and connection). Dynamag is 100% interface compatible with all traditional MagTek readers and is a drop-in replacement that requires no change to the merchant's POS software solution.

## Reduce PCI scope

MagTek's wholly owned subsidiary, Magensa, provides authentication for personal electronic devices including payment terminals, PIN entry devices, encrypting check scanners, and secure card reader authenticators. Using a proven mutual authentication technique, secured devices are programmed to generate an encrypted challenge and communicate directly to MagTek using an SSL connection.

Legitimate devices can be identified and authorized for use while rogue devices can be identified and stopped before they are used to commit fraud. This exceeds PCI compliance measures. Coupled with instant encryption of cardholder data in the read head, PCI scope is greatly reduced.

## Peace of mind

The Dynamag enables retailers to "future proof" their POS and PC-based electronic transactions that support today's traditional applications and tomorrow's advanced security requirements. The Dynamag gives you the flexibility to activate advanced security features through device management including card authentication, data encryption, and device/host authentication remotely when higher security is necessary.

Save time and resources with secure remote key injection and key management. MagTek's secure infrastructure allows merchants to safely and remotely inject encryption keys. This minimizes risk, while lowering costs, eliminating the need for merchants to manage sensitive information (such as encryption keys or device configuration settings) and enhances overall operations.

Remote Services for key and device management allow for the upgrade of keys or device security settings throughout the life of the device, and remove the need for merchants to recall devices. Such flexibility provides peace of mind in knowing that merchants have maximum flexibility to manage changes in the future and the flexibility to support tomorrow's evolving payment technologies.

## Industry standard compliance

- Remote key and device management services from MagTek are compliant with TR-39 environments
- MagTek is an official ESO (Encryption Support Organization). Visit VISA's Global Registry of Service Providers for more details.

# Dynamag Secure Card Reader Authenticator

## Payment Methods

Magstripe secure card reader authenticator Triple Track (TK1/2/3); Bidirectional read ISO 7810, 7811; AAMVA driver licenses	Yes 4 ips to 60 ips
EMV chip contact EMVCo L1 and L2 ISO/IEC 7816	NA
EMV contactless EMVCo L1 and L2, EMV Level 1 /C-2/C-3/C-4/C-5 ISO/IEC 18092, ISO/IEC 14443 (Type A/B)	NA
NFC contactless / mobile wallets ISO/IEC 18092, ISO/IEC 14443   (Type A, Type B) C-1/ C-6/C-7 D-PAS*, PayPass™, payWave®, ExpressPay®, Apple Pay®	NA

## Reliability and Operations

MSR / SCRA swipes	1 Million
EMV insertions	NA
Operating System	Windows plug & play
Status indicators	Status LED (Green)

## General

Connection Method	USB Type A plug, 6ft
Wireless (Frequency 2.4 MHz)	NA
Interface	USB HID and USB KD
Display	NA
Optional Accessories	NA

## Electrical

Charging	None
Battery	No Battery
Current and Power	Power via USB 100 mA max USB: 5V

## Security and Certifications

Compliance (FCC, CE, UL)	YES
Data protection 3DES encryption; DUKPT key management MagneSafe Security Architecture Unique, non-changeable device serial number	YES
Tamper	Evident/Resistant

## Mechanical

Dimensions LxWxH or LxWxD	3.92 x 1.24 x 1.2 (99.5 x 31.6 x 30.4 mm)
Weight	1.8 oz. (50 gr) without cable
Mount/Stabilizer	Screws or fasten- ing tape

## Environmental

Operating temp	32°F to 158°F (0°C to 70°C)
Operating humidity non-condensing	10% to 90%
Storage temp	-40°F to 158°F (-40°C to 70°C)
Storage humidity non-condensing	10% to 90%



## Package Contents

Device	X1
USB-A to USB-C cable	X1
Lanyard	X1
Quick Start Guide	X1

## Application Download & Installation

This device can support either iOS & Android.

1. Please download the official application from app stores before operation.
2. Please follow app instructions to register and login for proper operation.
3. For any questions, please contact the official application developer.

## Quick Start Procedures

### STEP 1

Connect USB-C charging cable to charge the device as shown to the right.

Download the official application from APP Store or Google Play Store.

\*\* Chipper™ 3X BT is powered by an internal Lithium Polymer rechargeable battery pack that cannot be removed or replaced. Before first use, charging is required for approximately two to three hours. To prevent potential electrical damage to the Chipper™ 3X BT, please be recommended to use the USB-C cable provided with the packaging only.\*\*

### STEP 2

Turn on the device pairing function of your smartphone/tablet. Then, press "i" to turn on the Chipper™ 3X BT.

\*\* Please ensure that Bluetooth® function of your smartphone/tablet is ON before device pairing.

## Quick Start Procedures

### STEP 3

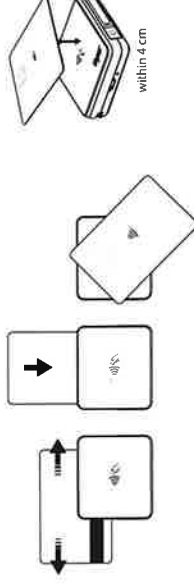
Select Chipper™ 3X BT in the Scanned Device List on your smartphone/tablet. Then, your Chipper™ 3X BT is connected and blue LED will ON.



### STEP 4:

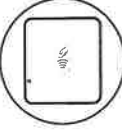
You can follow your application instruction to start the transaction process, then swipe, insert or tap card to complete the transaction.

\*\* If you pay via swiping card or inserting EMV IC card, please ensure that the magstripe or EMV chip of 1 card is facing the right direction. If you pay using NFC card, please ensure you tap the NFC payment card within 4cm range on top of the NFC marking.



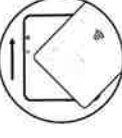
## NFC Status indicators

### First LED ON



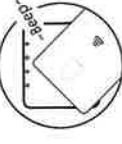
Ready for tapping card

### LEDs ON in consecutive order



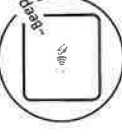
Reading card information

### 4 LEDs ON + "BEEP"



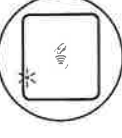
Card reading process successfully completed

### "BEEP"



Transaction completed

### First LED flashing



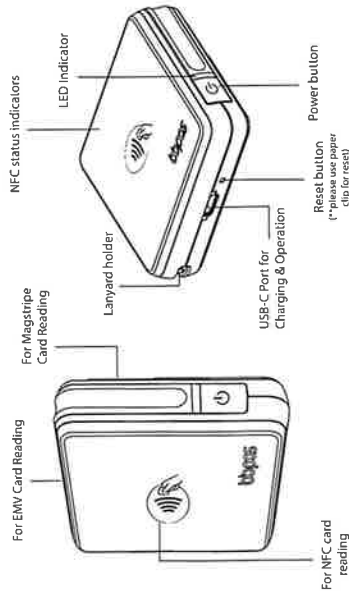
Standby mode

### 2 "BEEP"s



Error, please retry

## Index & Accessories (Fig.1)



Cautions & Important Notes

- Ensure the device is fully charged before use.
- Please ensure magstripe/ EMV chip of the card is facing the right direction when swiping or inserting card.
- The NFC card should be tapped within 4 cm range on top of the reader mark.
- Don't drop, disassemble, tear, open, crush, bend, deform, puncture, shred, microwave, incinerate, paint or insert foreign object into the device. Doing any of which will damage the device and void the Warranty.
- Don't immerse the device into water and place near washbasins or any wet locations. Don't spill food or liquid on the devices. Don't attempt to dry the device with external heat sources, such as microwave or hair dryer. Don't use any corrosive solvent or water to clean the device. Recommend using dry cloth to clean the surface only.
- Don't use any sharp tools to point the internal components, connectors or contacts, doing which may lead to device malfunction and void the Warranty simultaneously.

Product Specifications

Functions	<ul style="list-style-type: none"><li>• EMV chip card reader (ISO 7816 compliant class A, B, C card)</li><li>• Magnetic stripe card reader triple track (track 1, 2 &amp; 3)</li><li>• NFC Card Reader (EMV contactless, ISO 14443A/B)</li><li>• Over-the-air firmware update</li><li>• Over-the-air key update</li></ul>
Communication Interface	Bluetooth® 4.2, USB
Power & Battery	Lithium polymer rechargeable battery 520mAh, 3.7V
Charging	Via USB-C
Swipe Speed	15cm/sec - 100cm/sec
LED Indicator	All LEDs off - button release to power down Red LED on - device starting up / Charging battery Red LED off - fully charged Red LED flashing - low battery / Critical low battery Blue LED on - Bluetooth is connected Blue LED flashing - standby mode / waiting for connect bluetooth or Bluetooth is disconnected Connecting with POS terminal - First LED flashing Ready for NFC Reading - First LED on Success Reading - 4 LEDs on in consecutive order Transaction Completed - One "BEEP" sound
NFC LED Indicator	Errors - Two "BEEP" sound Power off - All LEDs off DUKPT, MK/SK TDES, AES
Key Management	Android 5.0 or above
Encryption Algorithm	iOS 6.0 or above
Support Operating System	Windows Phone 8
	MS Windows
Product Size	66.6 x 59.7 x 18.5mm / 2.62 x 2.35 x 0.73inch (approx.)
Product Weight	76g / 2.68oz (approx.)
Operating Temperature	0°C - 45°C (32°F - 113°F)
Operating Humidity	Max 95%
Storage Temperature	-20°C - 55°C (-4°F - 131°F)
Storage Humidity	Max 95%

Troubleshooting

Problems	Recommendations
Device cannot be paired	<ul style="list-style-type: none"><li>• Please press the power on button to restart your device.</li><li>• Please check if you can find the device's "Serial Number" (Shown on the back of device) in the "Scanned Device List" of your smartphone or tablet.</li></ul>
Device lost the connection with your smartphone or tablet when the device is auto-off.	<ul style="list-style-type: none"><li>• Please press the power on button to turn on the device again. The device will automatically connect with your smartphone or tablet again.</li><li>• The device may be at lower battery level, please use the USB cable to recharge it, then retry.</li><li>• Please ensure the device or smartphone/tablet is within the reception range.</li></ul>
Device does not work with your phone or tablet	<ul style="list-style-type: none"><li>• Please ensure the Bluetooth® function of your smartphone or tablet is turned on.</li><li>• Please check the version of your operating system is supported for this device's operation.</li></ul>
Device cannot read your card successfully	<ul style="list-style-type: none"><li>• Please press the power on button to turn on the device again. The device will automatically connect with your smartphone or tablet again.</li><li>• The device may be at lower battery level, please use the USB cable to recharge it, then retry.</li><li>• Please ensure the device or smartphone/tablet is within the reception range.</li><li>• <i>Swiping or inserting card</i><ul style="list-style-type: none"><li>• Please check if the device has power when operating and ensure devices are connected.</li><li>• Please check if the application instructs to swipe, insert or tap card.</li><li>• Please ensure that there is no obstacle in the card slots.</li><li>• Please check if the magstripe or chip of the card is facing the right direction when swiping or inserting card.</li></ul></li><li>• Please ensure that your phone/ tablet is a supported model for this device's operation.</li><li>• Please swipe or insert card with a more constant speed.</li></ul> <p><i>Tap Card</i></p> <ul style="list-style-type: none"><li>• Please check if your card supports NFC payment.</li><li>• Please ensure if your card is placed within 4 cm range on top of the NFC marking.</li><li>• Please take out your NFC payment card from wallet or purse for payment to avoid any interference.</li><li>• Please use a paper clip to press the reset button at the bottom for reboot.</li></ul>
Device has no response	

Warranty

- Any damage or defects caused by a failure to follow the instruction which relate to this device or as the result of an accident, abuse, misuse, misapplication, product modification, improper voltage or current, acts of God, shipping damages or loss, or damage caused by service performed by anyone other than our company are expressly excluded from the warranty stated below.
- We are not under any obligation to support the device for all operating environments, including but not limited to, interoperability with all current and/or future versions of software or hardware.
- Please contact the dealer for any warranty or customer support services. Any repair of the device by your self will void the Warranty.

This equipment complies with FCC RF radiation exposure limits set forth for an uncontrolled environment. This equipment should be installed and operated with a minimum distance of 20 centimetres between the radiator and your body.

FCC Caution Statements:

FCC Supplier's Declaration of Conformity:

BBPOS / Chipper 3X BT (CHB30)

This device complies with Part 15 of the FCC Rules. Operation is subject to the following two conditions: (1) This device may not cause harmful interference, and (2) This device must accept any interference received, including interference that may cause undesired operation.

BBPOS Corp.  
970 Reserve Drive, Suite 132, Roseville, CA 95678  
www.bbpos.com

Caution:

Any changes or modifications not expressly approved by the party responsible for compliance could void the user's authority to operate the equipment.  
This equipment has been tested and found to comply with the limits for a Class B digital device, pursuant to part 15 of the FCC rules. These limits are designed to provide reasonable protection against harmful interference in a residential installation. This equipment generates uses and can radiate radio frequency energy and, if not installed and used in accordance with the instructions, may cause harmful interference to radio communications. However, there is no guarantee that interference will not occur in a particular installation. If this equipment does cause harmful interference to radio or television reception, which can be determined by turning the equipment off and on, the user is encouraged to try to correct the interference by one or more of the following measures:

- Reorient or relocate the receiving antenna.
  - Increase the separation between the equipment and receiver.
  - Connect the equipment into an outlet on a circuit different from that to which the receiver is connected.
  - Consult the dealer or an experienced radio/TV technician for help.
- This transmitter must not be co-located or operating in conjunction with any other antenna or transmitter.

This device contains licence-exempt transmitter(s)/receiver(s) that comply with Innovation, Science and Economic Development Canada's licence-exempt RSS(s). Operation is subject to the following two conditions:

1. This device may not cause interference.
2. This device must accept any interference, including interference that may cause undesired operation of the device.

L'émetteur/récepteur exempt de licence contenu dans le présent appareil est conforme aux CNF d'Innovation, Sciences et Développement économique Canada applicables aux appareils radio exempts de licence. L'exploitation est autorisée aux deux conditions suivantes :

1. L'appareil ne doit pas produire de brouillage;
2. L'appareil doit accepter tout brouillage radioélectrique subi, même si le brouillage est susceptible d'en compromettre le fonctionnement.

Need Help?

E: sales@bbpos.com | T: +852 3158 2585



Room 1903-04, 19/F, Tower 2, Nina Tower, No. 8 Yeung Uk Road, Tsuen Wan, Hong Kong

www.bbpos.com

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