



Merchant Services: 1-888-963-3600 One Heartland Way, Jeffersonville IN 47130

Merchant Processing Agreement

Note: White Out is Not Acceptable on Merchant Applications

Merchant information fields: New Merchant, Additional Location, Chain #, Name of Affiliate, Lead Generator ID #, etc.

COMPANY INFORMATION

Company information fields: Merchant DBA Name, Address, City, DBA Phone, After Hours Contact Name, etc.

Legal or Corporate Name, Federal Tax ID/EIN, Address, City, ST, Zip, Phone fields.

FEE SCHEDULE

Table with columns: Service Requested, Discount Rate, Discount Per Item, Trans Fee Dial, Trans Fee IP, Application Processing Fee. Includes rows for VISA, MasterCard, Discover, PayPal, American Express.

Table with columns: Additional Services, Monthly Fee, Txn Fee Dial, Txn Fee IP. Includes Gateway, Wireless, Merchant Link, etc.

Table with columns: Recurring Fees, Settlement. Includes Minimum Discount Fee, Service & Regulatory Mandate Fee, etc.

INTERCHANGE QUALIFICATION

<input type="checkbox"/> Interchange Plus	<input type="checkbox"/> MOTO / Internet	<input type="checkbox"/> Purchase Card Level: <input type="checkbox"/> [2] <input type="checkbox"/> [3]	<input type="checkbox"/> Small Ticket / M3
<input type="checkbox"/> Retail	<input type="checkbox"/> Emerging Market	<input type="checkbox"/> GSA Large Ticket	<input type="checkbox"/> DialPay / TT
<input type="checkbox"/> Restaurant	<input type="checkbox"/> Automated Fuel (AFD)	<input type="checkbox"/> Convenience	
<input type="checkbox"/> Lodging / Car Rental	<input type="checkbox"/> Service Station (NFD)	<input type="checkbox"/> Small Ticket / Convenience Purchase	

STATEMENT OPTIONS

Statement Type:	Mail Statements To:	CARD ACCEPTANCE	DEPOSIT METHOD	DISPUTE LETTERS	
<input checked="" type="checkbox"/> Standard	<input checked="" type="checkbox"/> Legal	<input checked="" type="checkbox"/> All Cards Accepted	<input checked="" type="checkbox"/> Standard	Mailing Options:	Electronic Options*:
<input type="checkbox"/> Non-Qual Breakout	<input type="checkbox"/> DBA	<input type="checkbox"/> Credit/Business Cards Only	<input type="checkbox"/> By Batch	<input checked="" type="checkbox"/> Legal	<input type="checkbox"/> Fax
<input type="checkbox"/> By Card Type	<input type="checkbox"/> Suppressed Statements	<input type="checkbox"/> Consumer Prepaid/Debit (Check Cards) Only	<input type="checkbox"/> By Card Type	<input type="checkbox"/> DBA	<input checked="" type="checkbox"/> Email
<input type="checkbox"/> Chain Recap Summary	<input type="checkbox"/> All Electronic:			*Select mail option as back-up.	
	<input type="checkbox"/> Same as InfoCentral	<input type="checkbox"/> Preferred Email Address			

MERCHANT DETAIL

Type of Business (Required): Public Private

Type of Ownership: Sole Proprietorship* Partnership Corporation L.L.C.** Non-Profit Government / Municipality

*If business is owned by a Sole Proprietor is the Federal Tax ID the signers SSN: Yes No

**IRS reporting classification for LLC: Disregarded Entity (aka Single Member LLC) Corporation Partnership

Date Business Started: _____ Date Acquired by Current Owner: _____ What percentage of sales are Chbks.?: _____ %

Do you currently accept Credit Cards: _____

Yes No Date began accepting Credit Cards: _____ What percentage of sales are Returned: _____ %

Current Processor: _____ Current MID: _____

Are you currently in contract or negotiating with a Third Party Lender: Yes No

If yes: Contract Start Date: _____ Length of Contract Term: _____ Loan Balance: _____

Do you accept credit card information via website: Yes No If so, will web-based transactions be processed through HPS: Yes No

Please provide the name of the payment processor utilized for web based transactions if not HPS: _____

Does your company provide third party services for any other company to store, process or transmit card member data: Yes No

For additional information, go to: <https://www.heartlandpaymentsystems.com/resources>

Are you a Payment Facilitator / Payment Service Provider:

Yes No

Note: Payment Facilitator/Payment Service Provider and File Hosting / Storage are currently restricted and will require Sponsor Bank review.

Home-Based Business: Yes No Business is conducted: Consumer: _____ % Business to Business: _____ %

What Products and / or services do you provide: _____

Define your Refund Policy (Refunds made via credit card must be applied to the card used at the time of sale.): _____

How soon is the Customer's card charged: _____ Do you obtain a signature for receipt of product? Yes No

What is the verification process when selling age-restricted products (tobacco/alcohol): _____

Seasonal Merchant: Yes No If yes, indicate months open: J F M A M J J A S O N D

Sales Method	
On Premise Face to Face Sales	100 %
Off Premise Face to Face Sales	%
Mail Order Sales	%
Real-Time Internet Sales	%
Inbound Telephone Order Sales	%
Outbound Telephone Order Sales	%
Internet Keyed	%
Recurring Billing	%
Total = 100%	

Processing Method	
Card Swiped	100 %
Keyed with Imprinted Receipt	%
Keyed without Imprinted Receipt	%
Total = 100%	
MOTO Card Type	
Percent of Domestic Transactions	%
Percent of Foreign Transactions	%
Total = 100%	
Percent of Gift Card Sales	%

Future Delivery*	
2 – 5 Days	%
6 – 10 Days	%
11 – 30 Days	%
31 – 60 Days	%
61 – 90 Days	%
91 – 120 Days	%
> 120 Days	%
If Applicable Total = 100%	
Future Delivery Bankcard Volume:	%

*Includes advance reservations, deposits accepted for ordered merchandise shipped after payment, and services provided after payment including memberships and subscriptions. If 100% of the product and / or service are NOT delivered (not including mail time) within 24 hours of the time of sale, please indicate above.

Lodging / Resort: Select the following for all lodging merchants accepting reservations via an Internet Website:

- My business processes an authorization and/or charges a deposit when accepting reservations prior to the guest's arrival.
- My business only retains card information for use in the event of a NO SHOW; no authorization or deposit is obtained.

Travel Agencies / Travel Tour Operators (Required for American Express): The following information is required to validate Travel Industry Bonding Organization / Authorized Airline Ticket Agent Memberships: ARC# / IATA#: _____

PCI COMPLIANCE

Is your business PCI Compliant: Yes No

Does your company utilize a Data Storage Entity or Merchant Servicer that has access to card member data (i.e., Payment gateway or data warehouse, etc.): Yes No

If yes, provide the name of the Data Storage Entity or Merchant Servicer being utilized: _____

PCI DSS and Card Network rules prohibit storage of sensitive authentication data after the transaction has been authorized (even if encrypted). If you or your POS system store, process, or transmit full cardholder's data, then you (merchant) must validate PCI DSS compliance. If you (merchant) utilize a payment application the POS software must be validated where applicable for compliance. If you use a payment gateway, they must be PCI DSS Compliant. As required under PCI DSS, I do hereby declare and confirm the following:

Merchant will maintain full PCI DSS compliance at all times and will notify Heartland when it changes its point of sale software, system, application or vendor: Yes No N/A

Do your transactions process through any other Third Parties (i.e. web hosting companies, gateways, corporate office): Yes No N/A

Merchant utilizes the services of a PCI SSC Qualified Integrator Reseller (QIR) when POS payment applications are utilized: Yes No N/A

The signing merchant listed below has experienced an account data compromise.*: Yes No N/A I have never accepted payment cards.

If yes, what was the date of the compromise: _____ (Copy of the completed forensic investigation is required with the app.)

The signing merchant listed below is storing Sensitive Authentication Data** (even if encrypted) after the transaction has been authorized: Yes No N/A I have never accepted payment cards.

Merchant utilizes an EMV enabled terminal: Yes No N/A

*An Account Data Compromise is any incident that results in unauthorized access to payment card data and/or Sensitive Authentication Data.

**Sensitive Authentication Data is security related information (Card Verification Values, complete Magnetic Stripe Data, PINs, and PIN blocks) that is used to authenticate cardholders.

Please note that if you have indicated that your organization has experienced an account data compromise in the past, a PCI DSS Level 1 Compliance Assessment may be required upon Heartlands request. A compromise of cardholder data from your location(s) may result in the issuance of fines and/or penalties by the card brand, for which you will be responsible under your Merchant Agreement, notwithstanding this Compliance Statement.

It is imperative that you notify Heartland immediately should the information on this Compliance Statement change.

IMPORTANT INFORMATION ACCOUNT PROCEDURES FOR OPENING A NEW ACCOUNT

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

BENEFICIAL OWNER / OFFICER INFORMATION

Is any owner, officer, director, employee, or agent a current or former senior official in the executive, legislative, administrative, military, or judicial branch of any government (elected or not); a senior official of a major political party; an executive of a government-owned commercial enterprise; a family member of any of the foregoing officials; or a close personal or professional associate of any of the foregoing officials? Yes No If "yes," please attach details.

Note: Any individual, who, directly or indirectly, through any contract, arrangement, understanding, relationship or otherwise, owns 25 percent or more of the equity interests of a merchant must be listed below.

<input type="checkbox"/> Owner	<input type="checkbox"/> Officer	<input type="checkbox"/> Authorized Signer	<input type="checkbox"/> *Managing Agent	*Please provide copy of Management Agreement	Citizenship: <input type="checkbox"/> U.S. <input type="checkbox"/> NON-U.S.
Name: _____	Title: _____	SSN: _____	DOB (mm/dd/yyyy): _____		
Home Address: _____	City: _____	ST: _____	Zip: _____		
Home Phone: _____		Cell Phone: _____	Email: _____		
Driver's License #: _____	Length at Home Address: _____	Business Equity Ownership: _____	%		

<input type="checkbox"/> Owner	<input type="checkbox"/> Officer	<input type="checkbox"/> Authorized Signer	<input type="checkbox"/> *Managing Agent	*Please provide copy of Management Agreement	Citizenship: <input type="checkbox"/> U.S. <input type="checkbox"/> NON-U.S.
Name: _____	Title: _____	SSN: _____	DOB (mm/dd/yyyy): _____		
Home Address: _____	City: _____	ST: _____	Zip: _____		
Home Phone: _____		Cell Phone: _____	Email: _____		
Driver's License #: _____	Length at Home Address: _____	Business Equity Ownership: _____	%		

Note: If there are more than two Owners, Officers or Managing Agents, complete the "Additional Owner/Officer Information Page for Merchant Processing Agreement".

PERSONAL GUARANTY

FOR VALUE RECEIVED, and in consideration of the mutual understandings contained in the Merchant Processing Agreement (the "Agreement") Terms and Conditions by and between the merchant submitting this Application ("Merchant") and Heartland Payment Systems, LLC ("Heartland" or "HPS"), the undersigned jointly and severally, if more than one, unconditionally and irrevocably guarantee to Heartland and their successors and assigns the full and prompt payment when due of all obligations of every kind and nature arising directly or indirectly out of the Agreement. The undersigned (does/do) hereby certify that (he/she/they) (has/have) read, understand(s) and agree(s) to all Merchant Processing Agreement Terms and Conditions and specifically those that relate to the personal guaranties. I, the undersigned, authorize Heartland, or any agents thereof, to obtain consumer reports and related information, and to investigate the references, statements, or data provided by Merchant or the undersigned for purposes of this Application.

X

(1) Personal Guarantor (signature) Date

X

(2) Personal Guarantor (signature) Date

DEBIT / CREDIT AUTHORIZATION

Merchant certifies that any verification of business provided is for a business account in good standing and that the Business name on the below checking account is the same as the Business name on the enclosed Heartland Payment Systems Merchant Application. In addition, Merchant hereby authorizes Heartland to debit and credit Merchant's checking/savings account. This authority shall remain in full force until (a) Heartland has received written notification from Merchant of its termination; and (b) all obligations of Merchant to Heartland under this Agreement have been paid in full.

Depository Bank Name: _____ Phone: _____ City, ST ZIP: _____

If the Merchant processes Petro transactions and deposits are made directly to a Fuel Supplier, name supply Company: _____

<input type="checkbox"/> Deposits & Fees	<input type="checkbox"/> Deposits Only – (Split*)	*Split Continued – Fees Only	
(DDA#):	(RT#):	(DDA#):	(RT#):
Account Type: <input type="checkbox"/> Checking <input type="checkbox"/> Savings <input type="checkbox"/> Other:		Account Type: <input type="checkbox"/> Checking <input type="checkbox"/> Savings <input type="checkbox"/> Other:	
Name as it appears on Bank Account:		Name as it appears on Bank Account:	

AGREEMENT ACCEPTANCE, CERTIFICATION AND CONSUMER REPORT AUTHORIZATION

Have you or your company ever filed for Bankruptcy: Yes No Type: Personal Business Date Filed: _____

Do you support the Merchant Bill of Rights: Yes No Do you permit HPS to list you as a supporter: Yes No

In connection with this Application, I, the undersigned, authorize Heartland to obtain consumer reports and related information about me from one or more consumer reporting agencies. I understand that obtaining a consumer report about me may affect my credit score with one or more consumer reporting agencies. Pursuant to this authorization, I consent to Heartland obtaining consumer reports about me at various times during the term of the Agreement for any lawful purpose, including but not limited to: (i) underwriting and verifying information in the application, (ii) authenticating my identity, (iii) assisting with internal modeling and analysis, (iv) maintenance, update, renewal, or extension of the Agreement; and (v) mitigating fraud, unauthorized transactions, and other illegal activities. I further authorize Heartland to contact third parties to verify any information in the Application and I authorize the release from such third parties of any records necessary to verify information about me. In connection with the purposes above, I authorize Heartland to share my consumer reports and any other information gathered pursuant to this authorization with agents, partners, counterparties, affiliates, or any successor-in-interest. I acknowledge and agree I have had an opportunity to review a summary of my rights under the Fair Credit Reporting Act, available here:

https://files.consumerfinance.gov/f/201504_cfpb_summary_your-rights-under-fcra.pdf. I further certify that I have received, read, understand and agree to the Merchant Processing Agreement Terms and Conditions, Policies, Procedures, Rules and Requirements, and have requested or received, read, understand and agree to the Heartland Secure Breach Warranty Agreement, which together with this Application shall constitute the agreement(s) between the parties. **I further certify that this business or any Owner/Officer has never been terminated by any of the Card Brands.**

X

Owner / Officer / Authorized Signer / Managing Agent	Print Name & Title	Date
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X

Owner / Officer / Authorized Signer / Managing Agent	Print Name & Title	Date
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THE TERM OF THIS AGREEMENT IS 36 MONTHS

Note: Maximum \$295 per location early account closure fee may apply; see section 11 of the Merchant Processing Agreement Terms and Conditions for more information.

HPS OFFICIAL USE ONLY		
Application Approved By: _____	Title: _____	Date: ____/____/____

MEMBER BANK SPONSORS

Heartland Payment Systems utilizes multiple Member Bank Sponsors when settling funds to merchant's bank. At the time of this signing a Member Bank Sponsor has not been assigned. During the enrollment process a Member Bank Sponsor will be assigned and notification of that sponsor will be identified in the Terms and Conditions that are included in the Welcome Kit that will be sent at a later date.

MEMBER SPONSOR BANKS

Deutsche Bank Trust Company Americas

Cash Management

1 Columbus Circle, New York NY, USA 10019-8735

Email: COMPL.Card_Acquiring@list.DB.com

PNC Bank, N.A

300 Fifth Avenue

Pittsburgh, PA 15222

1-412-803-7711

DEBIT CARD SPONSOR

PNC Bank, N.A

300 Fifth Avenue

Pittsburgh, PA 15222

1-412-803-7711

Changes are made periodically to the Terms and Conditions dependent on Card Association mandates. Review of current Terms & Conditions can be found by logging into the HPS InfoCentral at: <https://infocentral.heartlandpaymentsystems.com>

Revised: 11/01/24

MERCHANT DBA NAME

PRIMARY CONTACT NAME

PRIMARY CONTACT PHONE NUMBER

DBA ADDRESS

DBA CITY / STATE / ZIP

SERVICE PROVIDER CONTACT INFORMATION

Heartland Payment Systems
One Heartland Way,
Jeffersonville, IN. 47130
HeartlandPaymentSystems.com
(888) 963-3600

MEMBER SPONSOR BANK (ACQUIRER) INFORMATION

(Visa & Mastercard Only)

Deutsche Bank Trust Company Americas
Cash Management
1 Columbus Circle, New York NY, USA 10019-8735
Email: COMPL.Card.Acquiring@list.DB.com

PNC Bank N.A
300 Fifth Avenue
Pittsburgh, PA 15222
1-412-803-7711

DEBIT BANK SPONSOR

PNC Bank N.A
300 Fifth Avenue
Pittsburgh, PA 15222
1-412-803-7711

MERCHANT RESOURCES

1. You may download "Visa Regulations" from Visa at: <https://usa.visa.com/dam/VCOM/download/about-visa/visa-rules-public.pdf>
2. You may download "Mastercard Rules" from Mastercard at: <https://www.Mastercard.us/en-us/about-Mastercard/what-we-do/rules.html>
3. You may download "American Express Merchant Operating Requirements" at: www.americanexpress.com/merchantopguide

ACKNOWLEDGEMENT

I, the undersigned hereby acknowledge and agree that Heartland Payment Systems will select one of the Member Sponsor Bank's listed above based on the following criteria; business type, POS equipment compatibility, depository institution and/or existing HPS relationship. Heartland Payment Systems will provide Merchant a written notification of the Member Sponsor Bank that is selected. By presenting any Card Brand Transaction to Heartland Payment Systems under the Merchant Processing Agreement from and after notice of the Member Sponsor Bank, you agree that the Member Sponsor Bank so selected shall be immediately a principal party (signer) to the Merchant Processing Agreement, regarding acceptance of Card Brand transactions. This document and all electronically executed documents related hereto are legally binding in the same manner as are hard copy documents executed by hand signature.

X

Owner/Officer Signature *

Print Name

Email

Date

* The Owner/Officer/Authorized Signers Signature must be that of the same individual which has signed the Application.

IMPORTANT MERCHANT RESPONSIBILITIES

1. Merchant must ensure compliance with cardholder data security and storage requirements.
2. Merchant must maintain fraud and chargeback below thresholds.
3. Merchant must review and understand the terms of the Merchant Processing Agreement.
4. Merchant must comply with the Card Brands Operating Regulations.
5. Merchant must retain a signed copy of this Disclosure Page.

Note: The responsibilities listed above do not supersede terms of the Merchant Processing Agreement and are provided to ensure the merchant understands some important obligations of each party and that the Member Sponsor Bank (Acquirer) is the ultimate authority should the merchant have any problems.

IMPORTANT MEMBER SPONSOR BANK (ACQUIRER) RESPONSIBILITIES

1. The Member Sponsor Bank is the only entity approved to extend acceptance of Card Brand products directly to a Merchant.
2. The Member Sponsor Bank must be a principal (signer) to the Merchant Processing Agreement.
3. The Member Sponsor Bank is responsible for educating Merchants on pertinent Card Brand Operating Regulations with which Merchants must comply.
4. The Member Sponsor Bank is responsible for and must settle funds with the Merchant.
5. The Member Sponsor Bank is responsible for all funds held in reserve that are derived from settlement.



Terms & Conditions Acknowledgement

“Merchant” acknowledges that Heartland Payment Systems, LLC (“Heartland or HPS”) has provided it with a copy of the Card Acceptance Policies, Procedures, Terms & Conditions (the “Terms and Conditions”) and the Merchant Application, which together make up the entire agreement between the parties. Merchant has read, understands, and agrees to be bound by the Terms and Conditions, as may be amended from time to time. Merchant acknowledges that the Terms and Conditions are a fundamental part of the parties’ agreement without which Heartland would not be able to enter into an agreement with the Merchant. The Terms and Conditions can be reviewed at any time by visiting the Heartland InfoCentral at <https://infocentral.heartlandpaymentsystems.com>. In addition, Merchant can request another copy of the Terms and Conditions at any time by sending a written request for a copy to Heartland at the following address:

Heartland Payment Systems; Attn Customer Care; One Heartland Way; Jeffersonville IN 47130

X		
_____ MERCHANT SIGNATURE	_____ PRINT NAME & TITLE	_____ DATE
X		
_____ RM SIGNATURE	_____ PRINT NAME & TITLE	_____ DATE

Site Inspection

I hereby verify that (check one).

- I have physically inspected the business premises & certify that the merchant has the proper facilities, equipment, inventory, agreements, and licenses required to conduct the business.
- I was not reasonably able to complete a Site Inspection of the Merchant at this Address, and the information stated below is correct to the best of my knowledge and belief. Please explain why a site inspection could not be performed.

X		
_____ SIGNATURE OF SITE INSPECTOR	_____ PRINT NAME & TITLE	_____ DATE

It is required that the following questions be completed.

Is business signage present: Yes No Describe: _____

*Does business signage display a Branded Name: Yes No

*If yes, please note the Branded Name should be listed first before the DBA name on the merchant application.

Is inventory sufficient to support business: Yes No Describe: _____

Number of Terminals: _____ Locations: _____ Are card acceptance logos displayed for easy view: Yes No

Merchant utilizes a Fulfillment house to ship customer orders outside DBA location: Yes No

Site Inspected: Yes No

Location Name: _____ Phone #: _____
City: _____ ST: _____ Zip: _____

If this is an additional location to an existing HPS merchant, was a site inspection performed on any of the locations?
 Yes No

If this is a referral from an HPS partner, please list individual’s name and business affiliation that confirms site exists.
Name: _____ Business: _____ Date: _____

Heartland

Equipment Setup Form

Attention: All features stated on form are not available on all terminals, see applicable matrix to verify. Any features that are not listed below and are supported by a required device may be noted in the 'Comments' section at the bottom of the form.

RM NAME	RM PHONE	NUMBER OF PAGES FAXED	DATE
DBA NAME	DBA PHONE	DBA ADDRESS / CITY / STATE / ZIP	MERCHANT ID
MERCHANT TIME ZONE: <input type="checkbox"/> Alaska (709) <input type="checkbox"/> Arizona (107) <input type="checkbox"/> Central (706) <input type="checkbox"/> Eastern (705) <input type="checkbox"/> Hawaii (110) <input type="checkbox"/> Indiana Non-DST <input type="checkbox"/> Mountain (707) <input checked="" type="checkbox"/> Pacific (708)			

SHIP EQUIPMENT TO (If blank, default is DBA Address)

NAME	PHONE	ADDRESS / CITY / STATE / ZIP
FRONT END PROCESSOR	INDUSTRY	BATCH OPTIONS
<input type="checkbox"/> Exchange <input type="checkbox"/> Visanet	<input type="checkbox"/> Cash Advance <input type="checkbox"/> Lodging	<input type="checkbox"/> e-Commerce <input type="checkbox"/> Restaurant <input type="checkbox"/> Retail
<input type="checkbox"/> Summary/Total <input type="checkbox"/> Detail <input type="checkbox"/> All/Both Auto Close: Time: __:__ AM PM		

POS SYSTEM SETUP INFORMATION

WILL TOKENIZATION BE UTILIZED: <input type="checkbox"/> Yes <input type="checkbox"/> No IF YES: <input type="checkbox"/> New Token Group <input type="checkbox"/> Existing Token Group: _____	SOFTWARE NAME	SOFTWARE VERSION
DOES CREDIT CARD SOFTWARE INTERFACE WITH 3RD PARTY FRONT OF HOUSE (FOH) SOFTWARE: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	MANUFACTURER	EMAIL PARAMETER SHEET TO
SHOULD LOG IN / PASSWORD INFORMATION BE SENT TO THE SALES REPRESENTATIVE ONLY: <input type="checkbox"/> Yes <input type="checkbox"/> No	FOH SOFTWARE NAME	FOH SOFTWARE VERSION
Note: If yes, Rep is responsible to ensure sensitive information is provided to the proper person(s) in a timely manner.	RESELLER CONTACT NAME	RESELLER PHONE NUMBER
	RESELLER COMPANY NAME	RESELLER EMAIL ADDRESS

ADDITIONAL OPTIONS (Additional forms may be required, not all 3rd parties are available on all vendors)

CHECK SERVICE:	HEARTLAND MOBILE PAY:
Check Service Provider: <input type="checkbox"/> Paya	EMAIL (Required) _____
Check Service Prompts: <input type="checkbox"/> Electronic Imaging <input type="checkbox"/> MICR Only (FM1) <input type="checkbox"/> Manual / DL <input type="checkbox"/> MICR / DL Prompt (FM2)	NOTES
	x
CHECK SERVICE ACCOUNT NUMBER	OTHER: <input type="checkbox"/> Age Verification <input type="checkbox"/> MCP
	GIFT CARD: <input type="checkbox"/> Heartland Gift
	MOTO: <input type="checkbox"/> Batch Express

MERCHANT EQUIPMENT (Terminal and/or POS)

AGREEMENT CODES: R=Rental P=Purchase CO=Customer Owned U=Upgrade S=Swap RR=Repair Replacement **PAPER TYPE:** F=Friction T=Thermal

Qty	Code	Device	Breach Warranty	Part Number (Required) ESN Number (Required on Wireless)	Connection Type (Cellular requires \$15.00 monthly fee)
			Included		<input type="checkbox"/> WIFI <input type="checkbox"/> IP <input type="checkbox"/> Cellular
			Included		<input type="checkbox"/> WIFI <input type="checkbox"/> IP <input type="checkbox"/> Cellular
			Included		<input type="checkbox"/> WIFI <input type="checkbox"/> IP <input type="checkbox"/> Cellular

Note: Please refer to the Product Matrix for Terminal / Software compatibility, specifically multi-application terminals. Some terminal types restrict the number of applications that can be loaded.

PERIPHERAL DEVICES (printers, pin pads, check readers, etc.)

Qty	Code	Peripheral Device*	Part Number	Qty	Code	Peripheral Device*	Part Number
0.04	0.0771	0.0526	20.00	3.00%	10%	9.95	

*Peripheral Devices are dependent on certification. Lane devices and do not include cable.

IP STACK INFORMATION

Complete data in comments; only required for static IP.

DBA NAME

MERCHANT ID

DATE

MERCHANT RECEIPT TEXT (Complete for all merchants)

HEADER LINE 1 - DBA NAME

HEADER LINE 2 - ADDRESS

FOOTER LINE - 1

FOOTER LINE - 2

HEADER LINE 3 - CITY/ST/ZIP

HEADER LINE 4 - PHONE

FOOTER LINE - 3

FOOTER LINE - 4

HEADER LINE 5

HEADER LINE 6

PROCESSING OPTIONS

- Amex CID
- AVS
- CVV/CVC2
- Debit
- Debit Refund
- Display MSR
- Duplicate Trans Check
- EBT
- Enable Cash Back
- Debit Payment Selection (Spin the Bin): _____
- Donation: _____
- EMV (For EMV certified equipment; Default is on.)
- Fraud Control
- Idle Prompt: _____
- Imprint Card
- Invoice Number
- Level II/B2B/CPC
- Military Time Display
- MOTO
- Paypass (Contactless)
- Server/Clerk Processing
- Surcharge Program: Cardholder
Surcharge%: ^{3.5} _____
Minimum
Surcharge Amount: \$ _____
- Suppress Customer Copy
- Tax Processing - Tax%: _____
- Truncate **Both** Merchant and Customer Copy
(Hardcoded on Spectrum)
- Truncate Reposts (Hardcoded on Spectrum)
- QPS/NSR

RESTAURANT ONLY OPTIONS

- Tip Processing
- None
- On With Tip on Purchase Prompt
- On With Out Tip on Purchase Prompt
- Settle With Open Tabs
- Allow Settle With Unadjusted Tip
- Tip Discount
- Tip Line
- Tip Assist :
 - 1 - _____
 - 2 - _____
 - 3 - _____

PASSWORD OPTIONS

- Void: _____
- Offline: _____
- Reprint: _____
- Refund: _____
- Settlement: _____
- Reports: _____
- TipAdjust/Adjust: _____
- Server / Clerk Setup: _____
- Manual Entry: _____
- Training Mode: _____
- Debit Refund: _____

LODGING ONLY OPTIONS

- Room # Processing
- Room # Prompt on Sale
- Duplicate Room # Check
- Duplicate Trans Check
- Quick Stay Prompt
- Default Duration of Stay: _____
- Adjust by Cashier
- Shift processing
- Confirm Folio / Room
- Room Rate Prompt
- Duplicate Folio # Check
- Quick Stay Default
- Ignore Amex Track 1 Error
- Cashier Processing
- Print " No Refunds Allowed" on Receipt

PRINT OPTIONS

- Print Credit Endorsement Lines:
- Standard Endorsement (Default)
 - No Endorsement - Please Explain:
- Custom Endorsement-Complete Below:
- Line 1: _____
 - Line 2: _____
 - Line 3: _____
 - Line 4: _____
 - Line 5: _____
 - Line 6: _____
- Print Change Receipt
(Tip Adjust Receipt)
- Receipt Time/Print Delay: _____

STORE AND FORWARD

- Store and Forward Processing: _____
- Print Store and Forward Receipt on Approval:

- Print Receipt on Batch Authorization
- Print Store and Forward report at Settle
- If both receipts are printed upon approval, would you like
the customer copy to print first:
Yes No

STORED VALUE PROCESSING OPTIONS

- US Bank Processing
- Enable Stored Value
- PIN Entry for Balance Inquiry
- Service Fee: _____
- PIN Floor Limit: _____
- Program / Additional Program Name(s):

COMMENTS (If feature needed is not listed above, please indicate below)

DBA: _____

MID: _____

EQUIPMENT - PURCHASE						
Hardware	Model	Quantity	Purchase	Rental Fee	Taxable	Bill Merchant
Terminal: If Applicable: <input type="checkbox"/> Wifi <input type="checkbox"/> Wireless* *Wireless Fee Required Below <input type="checkbox"/> Indicate if Integrated Printer			\$	Note: Not available for all hardware. \$	\$	\$
Check Readers			\$	\$	\$	\$
PC Software (Non-Refundable)			\$	\$	\$	\$
Accessories			\$		\$	\$
Other:			\$	\$	\$125.00	\$
Equipment Re-Stocking Fee			\$ 30.00			\$
Equipment Deposit						\$

SERVICE CHARGES (ALL ARE NON-REFUNDABLE)			Quantity	Price/Fee	Taxable	Bill Merchant
Installation & Training Fee				\$		\$
Gateway License Purchase				\$	\$	\$
Other (Specify): _____				\$	\$	\$
*Wireless Monthly Fee (Per Wireless Terminal)**				\$		\$

** Disclaimer: Wireless services are provided by third party carriers. HPS MAKES NO GUARANTEE OR WARRANTY WITH RESPECT TO SERVICES PROVIDED BY THIRD PARTY CARRIERS OR THE AVAILABILITY OR COVERAGE OF SUCH SERVICE FOR ANY LOCATION.

PINPADS	Model	Quantity	Purchase	Price/Fee	Taxable	Bill Merchant
PINPad Purchase			\$		\$	\$
Internal - PINPad Encryption Fee				\$ 50.00		\$
External - PINPad Encryption Fee				\$ 25.00		\$

SHIPPING CHARGES						
Purchase, Upgrade & Accessory Shipping Costs						
Equipment Type	Ground	2nd Day	Next Day Air	Other (See Matrix)	Bill Merchant	Bill RM
Terminal, Printer, Router, Check/Card Reader	Free	\$45.00	\$60.00	\$	\$	\$
Pin Pad	Free	\$45.00	\$60.00	\$	\$	\$
Accessories/Other (Including Ingenico/Vx520 Paper Rolls 10/20 roll count)	\$17.50	\$26.50	\$35.50	\$	\$	\$
*100 Roll Count (1 Case of Paper)	\$21.50	\$45.00	\$70.00	\$	\$	\$

*Due to the weight of this package, the Ingenico Paper Case (100 Rolls) has been added as a separate line item with separate shipping costs.

SPECIAL INSTRUCTIONS

SALES TAX INFORMATION — Equipment price plus applicable sales tax	
Non-Taxable Merchant: <input type="checkbox"/> Yes <input type="checkbox"/> No	% _____
Reason:	Tax Rate _____ State _____ County _____ (Processing Charges are Tax Exempt)

SHIP TO	BILLING INFORMATION		Bill Merchant	
<input type="checkbox"/> RM <input type="checkbox"/> Merchant <input type="checkbox"/> Legal (N/A if P.O. Box) <input checked="" type="checkbox"/> Other (Specify in Special Instructions)	<input type="checkbox"/> ACH <input type="checkbox"/> Installment # of Months (Maximum 6): _____ (Installment only offered if item is over \$100.)	Taxable	\$	
		Sales Tax	\$	
	Note: Equipment is billed within 48 hours of shipment		Non-Tax	\$
	GRAND TOTAL DUE HPS			\$

ACKNOWLEDGEMENT			
<p>Merchant hereby authorizes HPS or their respective successors and assigns to debit Merchant's account in any amounts owed by Merchant hereunder. Merchant shall at all times maintain a direct deposit account (the "Account" or "DDA"), and Merchant is solely liable for all fees and all overdrafts, regardless of cause. HPS shall have the unlimited right to debit without prior notice, any Account containing funds for the purpose of satisfying any liability incurred on behalf of Merchant and any amounts owed to HPS under this Agreement. All equipment obtained from HPS hereunder is subject to the attached Equipment Purchase, Rental & Customer Owned Equipment Agreement attached hereto. In the event that Merchant elects to receive point to point encryption services, Merchant agrees to comply with the terms and conditions of the Heartland P2PE Instruction Manual, as updated from time to time, which Merchant expressly acknowledges it has received, read, understood. This document and all electronically executed documents related hereto are legally binding in the same manner as are hard copy documents executed by hand signature.</p>			
X	RM:	Region:	Signer Email:
OWNER/OFFICER SIGNATURE REQUIRED*	Print Owner / Authorized Signer Name		Date
*Signature must be that of the Owner/Officer which signed the HPS Merchant Processing Agreement.			

I. Equipment Options:

As used herein, “Equipment” means the terminals, printers, readers, and accessories or hardware necessary to operate Merchant’s chosen Heartland Payment Systems, LLC (“Heartland”) solution(s). Merchant may choose to provide its own Equipment, may purchase Equipment from or through Heartland, may, if applicable, receive Rental Equipment (as defined below), or any combination of these options. This Equipment Agreement provides the terms that apply to and govern each of these options, with the terms of Section II applying to all options. This Equipment Agreement is part of and shall be governed by the terms and conditions of the Merchant Processing Agreement (the “Agreement”) between the parties and is incorporated therein by reference.

(a) Providing Your Own Equipment: Merchant may choose to purchase or lease Equipment from parties other than Heartland. In such case, Heartland makes no promise that Equipment acquired through third parties (“Third Party Equipment”) will work correctly with and for Heartland’s proprietary terminal software application (the “Software”), Services and/or Equipment. Except as specifically stated in this Equipment Agreement, Heartland will not be responsible for any failure, malfunction, speed or adequacy of Third Party Equipment, for performance of Heartland Software or Services on Third Party Equipment or for repair or replacement of any Third Party Equipment except as specifically stated in this Equipment Agreement. Heartland may elect to support certain Third Party Equipment in its sole discretion, and if it so elects Heartland will replace and repair Merchant’s Third Party Equipment should the equipment become inoperative, in which event Merchant will receive replacement equipment and the repaired Third Party Equipment will be placed in Heartland inventory. Merchant will be billed for all replacements and repairs of Merchant’s Third Party Equipment. Returned Merchant Third Party Equipment that cannot be repaired will be replaced and billed as a new purchase at then current rates. Notwithstanding the foregoing, Heartland does not provide repair or replacement service for third party equipment provided by third party Point of Sale (POS) System providers.

(b) Purchasing Equipment from Heartland: Merchant may choose to buy some or all of the necessary Equipment from or through Heartland. Equipment pricing will be quoted, and must be agreed upon by Merchant (via written order form or phone) before an order will be processed. Equipment fees will be collected via an ACH debit to Merchant’s designated DDA account (the “Account”). Unless otherwise specifically stated in the documentation provided with the Equipment, Heartland provides a one-year warranty beginning on the date of shipment on all Heartland supplied serialized Equipment (including its internal Software) that such Equipment shall be free from faulty workmanship and defects in materials (“Heartland Hardware Warranty”). Equipment covered by the Heartland Hardware Warranty will be replaced at no cost to the Merchant during the applicable warranty period. However, Equipment sold to Merchant by or through Heartland and sent back to Heartland, but not covered under the Heartland Hardware Warranty (including, but not limited to, Heartland supplied and sold equipment damaged by fire, lightning, water damage) will be replaced and billed to Merchant as a new purchase at then current rates. After the warranty period, Heartland will replace such Equipment and repair damaged Equipment at Merchant’s expense. If Equipment is damaged by the negligence or the willful acts or omissions of Merchant, its employees, agents or customers during the applicable warranty period, Merchant will be charged for Equipment repairs or replacements. If Equipment purchased from Heartland is returned within sixty (60) days of purchase in Original Condition, Heartland will refund the difference less a restocking fee of \$30 for new or used repair/replacement equipment. “Original Condition” means Equipment that has not been used to process transactions, other than to test the Equipment prior to deployment for general use. Heartland will not accept returned Equipment after 60 days of purchase or Equipment not in Original Condition.

(c) Equipment Provided by Heartland: Merchant may choose to rent Equipment from Heartland, may receive equipment from Heartland in connection with its receipt of software services, or may be loaned equipment by Heartland (collectively, “Rental Equipment”). Merchant is liable for all rental payments due hereunder. Rental privileges shall last as long as Merchant continues to remit timely rental payments and complies with its agreements with Heartland. All Rental Equipment is and shall remain the sole personal property of Heartland and will not be deemed for any purpose to be fixtures.

Heartland may affix or attach to all Rental Equipment a tag or label indicating its ownership of, or interest in, said Rental Equipment and Merchant will not remove, or allow the removal of, any such tag or label. Merchant will not sell, lease, encumber, or otherwise dispose of any interest in any Rental Equipment and will keep it free of all liens, claims or encumbrances whatsoever. Merchant will not be liable for ordinary wear and tear of Rental Equipment. Rental Equipment may be replaced at no expense to Merchant if a defect in the Rental Equipment cause it to become inoperable through no fault of Merchant, its employees, agents or customers. If Rental Equipment is damaged due to the negligence or the willful acts or omissions of Merchants, its employees, agents or customers, Merchant will be charged by Heartland for any repairs. Merchant will be liable for the full cost of the Rental Equipment in the event the Rental Equipment is lost, destroyed or made inoperative. Merchant will indemnify Heartland against any loss or destruction of any Rental Equipment for any cause whatsoever, excepting the negligence of Heartland.

If applicable, Merchant shall pay the monthly rental price indicated on the order form, and such rental fees will be collected

monthly via an automatic ACH debit to Merchant's designated DDA Account and will be billed monthly including the last month in which Merchant processes transactions. Within thirty (30) days of the termination or expiration of the Agreement (the "Return Deadline"), all Rental Equipment must be returned to Heartland at Merchant's sole cost and expense. In addition, should Merchant discontinue processing bankcard Transactions with Heartland prior to the expiration of the term of the Agreement, it shall pay to Heartland an Equipment Agreement cancellation fee of \$100.00. If Rental Equipment malfunctions and Heartland issues replacement Rental Equipment, Merchant shall, within ten (10) days of receipt of the replacement Rental Equipment, ship the malfunctioning Rental Equipment to Heartland at Merchant's expense. If Merchant fails to so return the malfunctioning Equipment to Heartland, or if Merchant fails to return any Rental Equipment by the Return Deadline, Merchant shall be liable for the full replacement value of said Rental Equipment and for any costs incurred by Heartland in connection with recovery of the malfunctioning Equipment, and Merchant's designated Account will be debited for all amounts due Heartland for unreturned Rental Equipment.

II. Universal Terms:

- (a) **Installation and Training:** Heartland will program equipment for Authorization and appropriate draft capture. Heartland will ship the Equipment at Merchant's expense to Merchant's designated business Location ("Location") as set forth in the Merchant Application and Agreement. Heartland will provide Merchant with a reasonable number of Quick Reference Guides and/or User Guides, as applicable, to help Merchant install the Equipment. Heartland may amend the Quick Reference Guides and/or User Guides as applicable to the equipment functionality. Merchant agrees to comply with all applicable instructions as set forth in the Quick Reference Guides and/or User Guides when installing Equipment at the Location. Heartland shall provide additional training as Heartland may deem necessary or appropriate. When additional training is deemed to be necessary by Heartland, Merchant will cooperate with Heartland in scheduling its employees for training at mutually convenient times and in making its employees available at the time scheduled. Promptly after the completion of such training at any Location or immediately upon receipt of the Quick Reference Guides and/or User Guides when training is not deemed necessary by Heartland, Heartland shall commence providing the Services through the Equipment installed and connected at such Location, subject to the further terms and conditions of this Equipment Agreement. The obligations of Heartland under this Section II (a) shall not apply to Third Party Equipment except for Third Party Equipment that Heartland, in its sole discretion, elects to support.
- (b) **Software:** All Heartland Software provided in connection with the Equipment is licensed (not sold) to Merchant on a limited, non-transferable, non-exclusive basis for use by Merchant on the designated Equipment. This will be for Merchant's internal purposes only in conjunction with Heartland Services. Heartland Software is the sole and exclusive property of Heartland, including all applicable rights to patents, copyrights, trademarks and trade secrets and shall be held in confidence by Merchant. Merchant will not remove any Heartland designation mark from any supplied material.

Merchant agrees not to disassemble, decompile, reverse engineer or otherwise reduce the software to perceptible form. Merchant may not rent, lease, sub-license or transfer the software. Merchant may not use Heartland software for any purpose or in any manner outside this license. Heartland warrants that the software shall perform substantially in the manner set forth in the applicable Quick Reference Guide and/or User Guide ("Heartland Software Warranty"). Third party software is licensed or sub-licensed to Merchant under the terms, including without limitation the warranty terms, of the manufacturer's license and of this Equipment Agreement.

Software licensed on a subscription basis is warranted during the period the subscription is in full force and effect. Software licensed on a standalone basis that is not part of Equipment acquired from Heartland and for which a different warranty period is not expressly provided for in the documentation accompanying such software is warranted for ninety (90) days beginning on the date of shipment or download. Heartland does not offer refunds on Heartland software or software licensed or sublicensed by Heartland on behalf of a third party.

Should Heartland determine during the applicable warranty period that the software does not operate as warranted, Heartland will, at its option, replace or repair the software. In the case of third party software, the determination whether to replace or repair shall be made by the applicable third party software licensor.

Export Regulation. Merchant acknowledges that the Software acquired hereunder may include technical data subject to U.S. export control laws and regulations. Merchant shall not itself, or permit any other person or entity, to export, re-export or release, directly or indirectly, any Software or related documentation provided hereunder to any country, jurisdiction or person to which the export, re-export or release of same is prohibited by applicable law.

U.S. GOVERNMENT RESTRICTED RIGHTS. The software and documentation are provided with RESTRICTED RIGHTS. Use, duplication, or disclosure by the Government is subject to restrictions as set forth in applicable federal law.

(c) Additional Warranties and Limitations:

EXCEPT AS EXPRESSLY PROVIDED HEREIN HEARTLAND MAKES NO ADDITIONAL REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, BEYOND THOSE EXPRESSLY STATED HEREIN. HEARTLAND SPECIFICALLY DISCLAIMS WARRANTIES AS TO THE MERCHANTABILITY, CONDITION, DESIGN, OR COMPLIANCE WITH SPECIFICATIONS OR STANDARDS, AND EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR

A PARTICULAR USE, OR NONINFRINGEMENT OF THIRD PARTY RIGHTS, WITH RESPECT TO ANY EQUIPMENT, SOFTWARE OR SERVICE. HEARTLAND DOES NOT WARRANT THAT THE EQUIPMENT, SERVICE OR SOFTWARE WILL OPERATE WITHOUT INTERRUPTION OR ON AN ERROR-FREE BASIS, AND EXCEPT AS OTHERWISE PROVIDED IN THE EXPRESS WARRANTIES MADE BY HEARTLAND IN THIS EQUIPMENT AGREEMENT THE EQUIPMENT AND SOFTWARE ARE PROVIDED "AS IS". HEARTLAND SHALL HAVE NO LIABILITY TO MERCHANT FOR INCIDENTAL, SPECIAL, CONSEQUENTIAL, INDIRECT OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS, REVENUES AND BUSINESS OPPORTUNITIES, OR DAMAGES FOR INJURY TO PERSON OR PROPERTY, ARISING OUT OF OR IN CONNECTION WITH THE USE BY MERCHANT OF ANY EQUIPMENT OR SERVICE.

For the avoidance of any doubt, any damages under the Secure Warranty Breach shall be subject to the limitation set out immediately above; provided, however, in accordance with the Agreement, there shall be no direct damages limitation on Merchant's recovery in relation to the Secure Warranty Breach as described and subject to the warranty language in II(c) above. Heartland's sole obligation with respect to a warranty claim received by Heartland during the applicable warranty period shall be to replace any malfunctioning equipment or software under warranty, provided however, that Merchant has first utilized Heartland's telephone assistance services and such assistance has not resolved the Equipment or Software problem. Equipment returned to Heartland as a Repair / Replacement must be in repairable order. Product warranties are not available for used PinPads or PinPad swaps.

In addition any PinPad swap must be of like equipment. Heartland will provide, or cause to be provided, telephone assistance in response to telephone inquiries, twenty-four (24) hours a day, seven (7) days a week, including holidays. These hours may be changed at any time, at Heartland's sole discretion.

Authorization Services typically will be available through installed or connected equipment continuously twenty-four (24) hours a day, seven (7) days a week, except that Services may be interrupted for usually no more than thirty (30) minutes in the aggregate between the hours of 12 midnight and 8 a.m. (CST) for the purpose of system maintenance. Provision of the Services may also be interrupted for reasons beyond the control of Heartland or any independent contractor utilized by Heartland in providing Services. Any extended warranty programs which may be offered by Heartland with respect to equipment or software, if any, shall be governed by the terms and conditions applicable to such extended warranty programs.

(d) Third Party Payment Services: Use of third party payment services is subject to the terms and conditions imposed by the third party service providers sponsoring or otherwise supporting such services ("Third Party Services Terms and Conditions"). Merchant agrees to comply with all applicable Third Party Services Terms and Conditions and should refer to the website of the applicable service provider and other documents provided by such service provider from time to time for the current terms and conditions. Merchant agrees to indemnify Heartland for any losses or liabilities arising from Merchant's breach of any Third Party Services Terms and Conditions. Also, in Heartland's reasonable discretion, such a breach by Merchant may be deemed by Heartland to be a breach of the Equipment Agreement and the Merchant Processing Agreement.

