

AGREEMENT FOR BENEFITS REDEMPTION
QUEST OPERATING RULES – Exempt Merchant

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

The Agricultural Act of 2014 P.L.113-79. Section 4002 describes the SNAP provisions and regulations regarding the use of State provided point-of-sale (POS) equipment and supplies. Merchants who are not listed in the FNS Exempt merchant categories will be financially responsible for all fees, equipment and services relating to the EBT POS equipment and supplies.

This Agreement for Benefits Redemption—Quest Operating Rules includes:

- Terms and Conditions
- SNAP or Cash Merchant to complete – Merchant Information Sheets 1, 2, 3 & 4

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

* Required information

FNS No. *	<input style="width: 100%;" type="text"/>	<small>This is your USDA Food & Nutrition Services Authorization number ("FNS") for SNAP/Food Stamps.</small>		
Merchant Store Name *	<input style="width: 100%;" type="text"/>			
<small>Please PRINT name of your store</small>				
Primary Address *	<input style="width: 100%;" type="text"/>	Primary Phone *	<input style="width: 100%;" type="text"/>	
City *	<input style="width: 100%;" type="text"/>	State *	Zip Code *	<input style="width: 100%;" type="text"/>
IRS Legal Filing Name *	<input style="width: 100%;" type="text"/>			
<small>PRINT legal name of your enterprise as shown on your income tax return. If filing with a SSN, IRS Legal name CANNOT be the name of the company. The IRS Legal Name must be to whom the SSN has been assigned.</small>				
Federal Tax ID or SSN *	<input style="width: 100%;" type="text"/>	<small>(Check one)</small>		
		<input type="checkbox"/> Federal Tax ID	<input type="checkbox"/> SSN	
Type of Business* (Check one)	<input type="checkbox"/> Corporation <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> Nonprofit/Tax-exempt <input type="checkbox"/> Government Entity <input type="checkbox"/> LLC <input type="checkbox"/> Foreign Entity			
<small>If you check "Foreign Entity", you must complete and provide FIS with a signed Form W-8BEN Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding. Download from http://www.irs.gov/pub/irs-pdf/fw8ben.pdf</small>				

ACCEPTED AND AGREED:

MERCHANT

FIDELITY INFORMATION SERVICES, LLC



Signed by *
Print Name * _____
Title * _____
Date Signed * _____

Signed by
Print Name Prashant Gupta
Title Line of Business Executive
Received by
FIS

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

Fax to: 414.341.7085 Secure electronic fax. No cover page needed.

Mail to: FIS Merchant Services, Attn: Merchant Services, PO Box 290, Milwaukee WI 53201-0290

MERCHANT INFORMATION—1

* Required information

Checkout Lanes		
Number of Terminals Needed*	<input type="text"/>	Lane coverage must follow guidelines as defined in Public Law 111-296
Operations Contact		
Operations Contact Name*	<input type="text"/>	Phone No. * <input type="text"/>
Operations Contact Email*	<input type="text"/>	Fax <input type="text"/>
Emergency Phone Numbers*		
Operations Contact Home Phone No.	<input type="text"/>	Cell Phone No. * <input type="text"/>
Connectivity Type*		
<input type="checkbox"/> Broadband Internet <input type="checkbox"/> Dial up only <input type="checkbox"/> Broadband Internet with Dial backup		Please refer to, Section 11, Equipment and Installation
Use of Terminals*		
<input type="checkbox"/> SNAP only <input type="checkbox"/> SNAP/Cash only <input type="checkbox"/> Cash without purchase <input type="checkbox"/> Cash back with purchase <input type="checkbox"/> Daily Cash limit(s)		Please refer to, Section 11, Equipment and Installation

Chain Store Information (only if applicable)

Chain Store?	<input type="checkbox"/> No <input type="checkbox"/> Yes, Name of Chain: <input type="text"/>
Chain Contact Name & Phone	<input type="text"/>

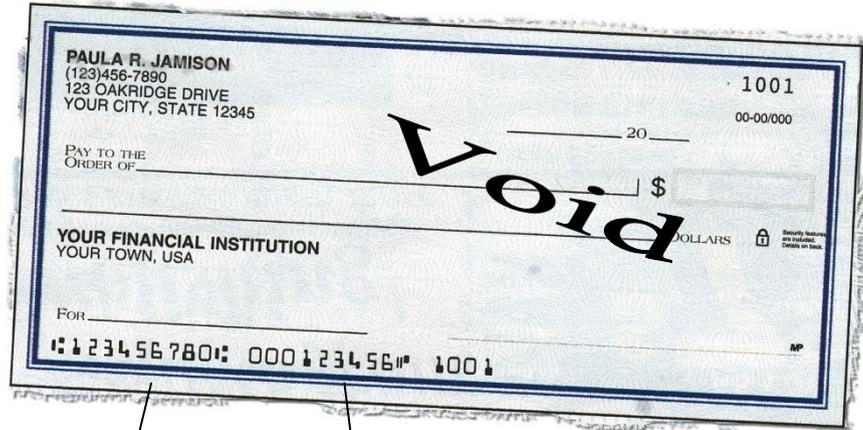
MERCHANT INFORMATION—2

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

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

Write VOID on a business check.

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



ATTACH VOIDED CHECK ABOVE

* Required information

Bank Routing Number*

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Merchant's Bank Account Number*

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Transaction Processing Cutoff Time*	Please refer to Terms and Conditions, Section 2.3, Credits to Account
<p>Cutoff Time is when your transaction processing cuts off each day. The 24-hour period from one Cutoff Time to the next is your Processing Day.</p> <p>The ACH Deposit deadline is 3:00 p.m. PT. If your Cutoff Time is:</p> <ul style="list-style-type: none"> BEFORE 3:00 p.m. PT, your processing day funds will be deposited in your bank account the next business day. AFTER 3:00 p.m. PT, your funds will be deposited in two (2) business days. 	

Store Hours*	Open 24/7? <input type="checkbox"/> Yes <input type="checkbox"/> No: provide store hours below		
	Open	Close	Time Zone
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			
Sunday			

—END MERCHANT INFORMATION—

TERMS AND CONDITIONS

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

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

WHEREAS, Merchant, a retail seller of goods, represents itself to be properly authorized by the U.S. Department of Agriculture, Food and Nutrition Services ("FNS") to accept SNAP, and

WHEREAS, Merchant, a retail seller of goods, represents itself to accept State Cash benefits in the State, in accordance with the Conditions of Participation listed below.

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

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

NOW THEREFORE, FIS and Merchant hereby agree as follows:

Definitions.

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

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

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

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

Cardholder means any Recipient or other individual person or entity to which a Benefit Card has been issued and who is authorized to use such Benefit Card to initiate Transactions with Merchant.

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

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

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

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

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

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

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

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

Mbps means Megabits per second (Mbps) and refers to data transfer speeds as measured in megabits (Mb). This term is used in communications and data technology to demonstrate internet speed that corresponds to data rates.

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

PIN means a Recipient's personal identification number.

POS means point of sale.

Processing Services means the computer data acquiring services provided by FIS to Merchant through the EBT System, as applicable, in accordance with this Agreement

and may include Wireless POS Terminal driving, electronic authorization, links to Networks, Transaction switching, and other support services.

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

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

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

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

1. **Conditions of Participation.** Merchant if participating in SNAP program must be authorized by FNS to participate in the SNAP program. Merchant must provide EBT Cardholders access at a retail store to SNAP benefits or State Cash authorized in accordance with Federal regulations. As a part of its determination, the State shall examine household shopping patterns. Authorized Merchants shall be identified as a participating Merchant and in agreeing to the terms and conditions of this Agreement are entitled to the rights of participation as defined by this Agreement.

Merchant, if participating in the TANF Cash program, must comply with the Quest Operating Rules and the State and Federal laws related to the redemption of TANF Cash Benefits.

2. **Merchant Accounting.**

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

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

- 2.3. **Credits to Account.** Merchant's Settlement Account shall be credited in an amount equal to the aggregate value of all on-line and all authorized offline transactions completed pursuant to this Agreement no later than,

depending upon time of Merchant processing cutoff, either one (1) or two (2) bank business days following the day on which such transactions occur, less chargebacks and applicable State taxes or other required deductions. FIS shall guarantee settlement for all Transactions approved by FIS. EBT-only Merchants shall have a cutoff time of 3:00 p.m. Pacific Time (PT) with the option to change. For cutoff times prior to 3:00 p.m. PT, funds will be deposited to the Merchant's bank on the next bank business day following the day on which the transactions occurred. For cutoff times after 3:00 p.m. PT, funds will be deposited two banking days following the day on which the transactions occurred. A "banking day" shall mean a day that is not a nationally recognized bank holiday and on which a branch of the Federal Reserve that is used for settlement is open for business. FIS reserves the right to discontinue authorizing Transactions if FIS fails to receive reimbursement of funds from the appropriate government agency. In the event of such a discontinuance, FIS shall use reasonable commercial efforts to notify affected Merchants.

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

- 2.5. **Correction of Data.** In the event FIS' employees cause errors in Merchant's data to occur and Merchant requests correction of such data within six (6) business days from the date of the error, FIS will correct such data as necessary at FIS' expense. Merchant is required to provide all information requested with respect to alleged errors. The expense to FIS of correcting such data shall be the only obligation of FIS and shall constitute Merchant's sole and exclusive remedy with respect to such errors.

3. **Term and Termination.**

- 3.1. **Term.** The term of this Agreement shall begin as of the date hereof and shall continue until terminated in accordance with this Agreement or upon termination

of the Contract, whichever is earlier.

3.2. Termination.

- 3.2.1. **By Merchant Without Cause.** Merchant may terminate this Agreement and return their Equipment, for any reason, upon at least thirty (30) days prior written notice to FIS.
 - 3.2.2. **For Breach.** Either party may terminate this Agreement upon the material breach of this Agreement by the other party if the breaching party fails to cure such breach within (30) calendar days after receipt of written notice specifying in detail the breach claimed.
 - 3.2.3. **By Request of Government Agency.** FIS may terminate this Agreement immediately upon the request of the State or U.S. Federal Agency having the authority to request such termination. Notwithstanding anything to the contrary in 3.2.2 above, this Agreement shall immediately terminate upon written notification to FIS that Merchant is no longer authorized or approved to participate in State programs.
 - 3.2.4. Upon any termination, hereof or any insolvency or bankruptcy of Merchant, all Equipment shall be immediately returned to FIS, in good condition, normal wear and tear excepted. In the event Merchant fails to return all Equipment within thirty (30) days of termination, FIS shall have the right to enter Merchant's premises and take possession of Equipment or charge Merchant for the cost of the Equipment.
- 4. **Charges to Recipients.** Unless specifically allowed by law, Merchant shall not charge Recipients a fee for providing benefits or doing a balance inquiry. Merchant shall not require a balance inquiry as a condition to a food purchase. An electronic benefits card must be present for all Transactions.
 - 5. **Quest Operating Rules.** FIS and Merchant shall each comply with the Quest Operating Rules, as amended from time-to-time, issued by the National Automated Clearing House Association FIS will maintain a record of each Transaction communicated to or by it for a period of two (2) years or such longer period of time as may be required under Applicable Law.
 - 6. **Signage.** EBT Cardholders shall not be identified or otherwise singled out as recipients of SNAP benefits. Specifically prohibited is the designation of "SNAP only" or "welfare only" lanes. Merchant agrees to maintain signage as requested by State to indicate participation by the Merchant and within the store to allow the Recipient to determine which lane(s) accept EBT Cards without overtly

referencing the Recipients' SNAP participation. Signs and other information indicating which cards are accepted at such checkout stations shall identify EBT only by its logo and/or its initials unless otherwise agreed to by the State.

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

- 8.2. **Disclosure of EBT Cardholder Information.** The use or disclosure by Merchant of any information concerning an EBT Cardholder for any purpose not directly connected with the performance of Merchant's duties pursuant to this Agreement is prohibited.
- 8.3. **Merchant Information.** Notwithstanding the foregoing, Merchant acknowledges that FIS may release Merchant information regarding Merchant's use of the System upon request by any Federal or State agency having authority to request such information, and Merchant shall have no claim or cause of action against FIS for such release of information.
9. **Compliance with Laws.** Merchant is responsible for complying with all applicable state and federal laws or regulations as amended from time to time, including but not limited to the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the American With Disabilities Act of 1990, the Clean Air Act, the Clean Water Act, the Energy Policy and Conservation Act and the Immigration Reform and Control Act of 1986. Merchant shall not, on grounds of race, color, religion, sex, sexual preference, national origin, creed, marital status, age, Vietnam era or disabled veteran's status, or the presence of any sensory, physical or mental handicap: (a) deny an individual any contracted activities or other benefits provided under this Agreement; (b) provide any contracted activities or other benefits to an individual which are different, or are provided in a different manner, from those provided to others under this Agreement; (c) deny any individual an opportunity to participate in any program provided by this Agreement through the provision of contracted activities or otherwise, or afford an opportunity to do so which is different from that afforded under this Agreement.
10. **Indemnification and Liability.** Merchant agrees to indemnify and hold FIS, its vendors and affiliates and any State Issuer, harmless from and against all losses, liabilities, damages and expenses (including reasonable attorneys' fees) resulting from its actions, including, but not limited to, any breach of any warranty, covenant or agreement or any misrepresentation by Merchant under this Merchant Agreement, or arising out of Merchant's or its employees' acts or omissions, including as a result of its processing of Card Transactions or use of the EBT System. Notwithstanding any other provisions of this Agreement, FIS shall not be obligated to indemnify or to hold harmless Merchant, or Merchant's officers, directors, employees, or any other party, except as required by applicable law or applicable operating rules, provided that FIS shall refund to Merchant the correct Transaction amount of an erroneous or fraudulent Transaction where such erroneous or fraudulent Transaction was caused solely by FIS' fraud, gross negligence, or breach of this Agreement. FIS' total liability to Merchant with respect to any Card Transaction shall not exceed the amount represented by the Transaction documentation in connection with that Card Transaction. In no event shall either party be liable to the other for indirect, incidental or consequential damages.
11. **Equipment and Installation.**
- 11.1. **FIS Supplied Terminals.** For SNAP only, FIS will furnish a POS terminal and/or PIN pads, scanners, and any other equipment ("Equipment") to Merchant at no expense. FIS will furnish the Equipment for installation in Merchant's store(s) as listed in Merchant Information Sheet 1.
- 11.2. **Conditions of Use.**
- 11.2.1. Use of FIS-supplied Terminals for purposes other than contracted reasons is strictly prohibited.
- 11.2.2. The Merchant shall maintain security procedures reasonably necessary to ensure the physical security of the Terminals and any controllers.
- 11.2.3. All Equipment and title thereto shall at all times hereunder remain the property of FIS. FIS reserves a security interest in all Equipment. Merchant shall provide FIS all reasonable assistance in perfecting such interests. No right or title to Equipment shall pass to Merchant by virtue of this Agreement except as expressly provided hereunder.
- 11.2.4. Merchant shall not suffer or allow any lien, claim or encumbrance to attach to Equipment.
- 11.2.5. All Equipment shall be returned to FIS in the same condition as supplied to Merchant, normal wear and tear accepted, within thirty (30) days of any termination of this Agreement.
- 11.2.6. Risk of loss or damage to Equipment shall pass to Merchant upon delivery to Merchant's store(s). Merchant shall be liable for lost, stolen, or damaged Equipment, or Equipment not returned to FIS, and Merchant's Settlement Account will be debited at the cost of any lost, stolen, or damaged Equipment, or Equipment not returned to FIS. Merchant must notify FIS promptly if Equipment is lost, stolen or damaged. Merchant is advised to maintain adequate insurance to cover the value of Equipment in the event of any loss or damage thereto or theft thereof.
- 11.2.7. Merchants desiring to support digital service are required to use a broadband connection to the POS Terminal. FIS will utilize Merchant's broadband internet connectivity for each POS configuration. Establishing broadband service and/or payment for broadband service is the

responsibility of the Merchant.

- 11.2.8. Voice over IP ("VoIP") is not supported for Transaction processing. Operation of the Terminal over VoIP is at the Merchant's risk, only available on some terminal types and varies by program.
- 11.2.9. Analog Phone Lines are required to support dial-up communications for Transaction processing.
- 11.2.10. **Phone Lines.** For the EBT program, participating Merchants may install a dedicated analog phone line to support all POS devices using dial-up connectivity configuration at no monthly cost to the Merchant. The phone lines will be ordered by Merchant in Merchant's name and Merchant shall pay all costs therefore. FIS shall reimburse Merchant for a one-time activation fee if applied by Merchant's phone carrier and will credit, monthly, Merchant's bank account in an amount equal to the base monthly fee of a standard business line for each line ordered provided however, that such line is used solely for the EBT program and is configured for outbound calling only. The terminals will dial a toll-free number so that the Merchant will not incur a measured service fee for the EBT Transactions performed. Participating merchants may install a dedicated broadband connection to support all POS devices using broadband connectivity configuration at no monthly cost to the Merchant. The broadband service will be ordered by Merchant in Merchant's name and Merchant shall pay all costs therefore. FIS shall reimburse Merchant for a one-time activation fee if applied by Merchant's internet service provider and will credit, monthly, Merchant's bank account in the amount equal to the base monthly fee of up to a 25 Mbps download and 3 Mbps upload basic broadband service, provided however, that such a line is used solely for the EBT program, and is not used for other download or upload activity. To arrange reimbursement for either phone service or internet service, merchant will provide FIS with a copy of their phone bill and a copy of the terms of their service agreement.
- 11.2.11. **Supplies.** Merchant will be responsible for purchasing its own supplies, from a vendor of its choice, necessary to print Transaction receipts. FIS will credit the Merchant's bank account for supplies in the amount of \$0.0053 per approved Transaction.
- 11.3. **Terminal Problems.** If Merchant believes an FIS-supplied Terminal is malfunctioning, Merchant shall call the Merchant Help Desk to report such problem. Merchant may find the appropriate phone number to report a terminal problem by referring to the sticker on their terminal, POS manual, and/or Quick Reference Guides. FIS will attempt to determine by phone if there is a Terminal problem. Merchant shall cooperate with FIS in attempting to resolve any Terminal problems. If an FIS-supplied Terminal has a problem that would negatively impact benefit redemption, FIS will replace the Terminal within forty-eight (48) hours after Merchant initially reports the service issue to FIS.
- 11.4. **Replacement Terminals.** If a replacement Terminal is shipped to the Merchant, FIS may contact the Merchant to assist with the replacement process. FIS ships the replacement Terminal with a return label for the Merchant to return the malfunctioning equipment. In good faith, Merchant is expected to return malfunctioning equipment at the time replacement equipment and return label are received. If malfunctioning Equipment is not returned within 14 days of Merchant's receipt of a replacement order, Merchant's Settlement Account will be debited fair value of equipment.
- 11.5. **Training and Operation.**
 - 11.5.1. FIS will supply initial training to Merchant on how to use the Equipment. Thereafter, Merchant shall be responsible for on-going training of its employees.
 - 11.5.2. **Operating Procedures.** The Merchant Procedure Manual is available via download from the Merchant Portal at www.ebtEDGE.com or may be mailed to Merchant at Merchant's request, and is a manual governing the operation of the System and Equipment and Merchant shall comply with the procedures of such manual.
 - 11.5.3. **Availability.** A designated employee of Merchant shall be available to assist EBT Cardholders with SNAP and Cash purchases during normal store hours of operation.
 - 11.5.4. **Power.** Merchant is expected to have adequate clean power located in close proximity to accommodate the EBT Equipment. An Underwriters Laboratories (UL) safety-approved standard requirement power strip, with a surge protector may be utilized to supplement existing power outlets.
- 11.6. **NO WARRANTIES.** FIS MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE EQUIPMENT PROVIDED BY

FIS AND ALL WARRANTIES, EXPRESS OR IMPLIED, ARE HEREBY DISCLAIMED INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

12. Offline (Manual) Vouchers (SNAP only).

- 12.1. **Permissible Use.** The Merchant processing vouchers will follow the FNS current policies and/or regulations. For States where FIS is the Host processor, vouchers can only be used in the event of a Host system failure or when a Cardholder's State has declared a disaster. When the EBT Host system is unavailable, the maximum amount that may be authorized to a cardholder is determined by the Cardholder's State. For States where FIS is not the Host Processor, Merchant will follow the rules of the Host Processor's rules related to voucher usage.
- 12.2. **Offline Voucher Accessibility.** Merchants shall use the offline vouchers exclusively for SNAP benefit purchase and return transactions by eligible EBT Cardholders. When using vouchers to process a SNAP transaction, Merchant must obtain authorization (approval) from the State Processing Vendor's toll-free voice authorization system.
- 12.3. **Limitations of Use.** Vouchers cannot be used for cash transactions.
- 12.4. **Processing.** In order to be reimbursed for the Transaction, a Merchant with a terminal must perform a Voucher Clear transaction within fifteen (15) calendar days of the transaction. Merchant may perform a Voucher Clear transaction on the www.ebtEDGE.com Merchant Portal, POS device, or Automated Response Unit (ARU). Failure to clear the voucher will result in non-payment to the Merchant. If Merchant does not have a terminal, the voucher must be returned to state Processing Vendor within fifteen (15) calendar days.
- 12.5. **Operating Instructions and Training.** Merchant will be furnished instructions for offline voucher processing and manuals governing the operation of the System. The manuals are provided in hard copy to the Merchant upon request or on the Merchant Portal. Merchant agrees to comply with the instructions contained therein.
- 12.6. **Offline Voucher Retention.** Merchant shall retain a copy of any executed offline voucher for a period of two (2) years after the effective date of the

completed transaction.

- 13. **Taxes.** Any and all sales, use, excise, value-added, personal property or any other taxes (excluding taxes based on FIS' net income) imposed, assessed, levied or otherwise arising from the transactions governed by this Agreement or the installation, use or operation of Equipment shall be the sole responsibility of Merchant.
- 14. **Notification of address or other changes.** Merchant must provide notice to FIS of any changes in the Merchant ownership and/or address. The new, or revised, ownership must obtain approval from FNS before the Merchant can begin to redeem SNAP benefits. Merchant must provide notice to FIS of any changes in the Merchant bank account number.
- 15. **Notice.** Any notice required or permitted hereunder shall be in writing and shall be deemed given when sent by certified mail, return receipt requested, to the address of the party receiving notice as appears on the signature page of this Agreement or as changed through written notice to the other party.
- 16. **Settlement Account Information.** Merchant must provide FIS notice of any changes to its Settlement Account information within three (3) days of any changes to the Settlement Account Information. In the event Merchant fails to notify FIS of such changes, Merchant shall be responsible and shall reimburse FIS for any fees or costs assessed on FIS for failing to maintain correct settlement information.
- 17. **Merchant Tax ID/FEI.** FIS is obligated to send Merchant an IRS Form 1099 annually. Merchant must provide FIS with its correct Federal Tax ID/FEI. In the event that FIS is assessed any fees from the IRS as a result of Merchant's failure to provide FIS with the correct tax information, Merchant shall reimburse FIS for any such fees. More information can be obtained by calling 1-800-894-0050.
- 18. **No Assignment.** Merchant may not assign this Agreement.
- 19. **Force Majeure.** Each party hereto shall be excused from performance hereunder for any period and to the extent that it is prevented or delayed in the performance of any obligation as a result of acts of God or other causes beyond its control.
- 20. **Precedence.** In the event of a conflict between the terms and conditions of this Agreement and the Quest Operating Rules, the Operating Rules applicable to the transaction shall take precedence.
- 21. **Choice of Law/Dispute Resolution.** The Agreement shall be governed by the laws of the state of Florida, without regard to internal principles relating to conflict of laws. Any

dispute, difference, controversy or claim arising out of or relating to the Agreement shall be settled by binding arbitration before a single arbitrator in Jacksonville, Florida in accordance with the Commercial Arbitration Rules (including Procedures for Large, Complex Commercial Disputes) of the American Arbitration Association. Judgment on any resulting award may be entered into by any court having jurisdiction over the parties or their respective property. The arbitrator shall decide any issues submitted in accordance with the provisions and commercial purposes of the Agreement, and shall not have the power to award damages other than those described in the Agreement. The prevailing party in any dispute arising out of the Agreement shall be entitled to, and the arbitrator shall have jurisdiction to award, the recovery of reasonable

attorneys' fees, costs and expenses

22. **Class Action Waiver.** MERCHANT WAIVES ANY RIGHT TO PARTICIPATE IN A CLASS ACTION AGAINST FIS RELATED TO THIS AGREEMENT OR THE SERVICES PROVIDED HEREUNDER.
23. **Amendment.** No amendment shall be effective until and unless reduced to writing and signed by both parties. FIS reserves the right to send change in terms and conditions to merchant's known address.
24. **Entire Agreement.** Unless explicitly stated elsewhere, this Agreement is the complete Agreement between the parties and supersedes any other oral or written communication.

—END OF TERMS AND CONDITIONS—