

# Merchant Surcharge Program Addendum

Sales Rep. Name: \_\_\_\_\_

Sales Code: \_\_\_\_\_

## 1 Your Business Information

Merchant Identification (MID) Number(s): \_\_\_\_\_

Your Business Legal Name (Merchant): \_\_\_\_\_

DBA Name: \_\_\_\_\_

Business Phone: \_\_\_\_\_

## 2 What This Addendum Does

2.1 This Addendum adds the Merchant Surcharge Program (as applicable, the **MSP** or the **MSP Services**) to your merchant processing agreement. The terms of your merchant processing agreement and the terms of this Addendum both apply to the MSP Services and all transactions processed in connection with the MSP Services, but if anything in this Addendum directly conflicts with your merchant processing agreement, this Addendum will control. If your merchant processing agreement includes terms and conditions for any of the MSP Services, the terms in this Addendum replace them entirely while this Addendum is in effect. Bank is not a party to this Addendum, and the MSP Services are provided to you only by Processor and not by Bank. In this Addendum, the words "we", "our", and "us" refer to Processor, and not to Bank.

2.2 This Addendum becomes effective as of the last date that appears in the signature block and continues in effect until (a) your merchant processing agreement terminates, in which case, this Addendum will automatically terminate, or (b) you or we choose to terminate this Addendum by giving the other written notice (subject to our reasonable operational timelines), or (c) as otherwise provided in this Addendum. If you have been processing transactions under your merchant processing agreement prior to the effective date of this Addendum, the MSP Services will be provided to you on the first day of the month following the effective date of this Addendum. If you have not been processing transactions under your merchant processing agreement prior to the effective date of this Addendum, the MSP Services will be provided to you within a reasonable time after the effective date of this Addendum.

## 3 Fees\*

	Discount Fees	Transaction Fees
Credit Card	2.9126%	\$0.00
Debit Card	1.25%	\$0.25

\*These Fees will replace the Credit and Debit Discount Fees and Transaction Fees currently reflected in your merchant processing agreement. You are still responsible to pay Processor all other Fees reflected in your merchant processing agreement.

The **Surcharge Rate** that you assess on your customers is **3.00%**.

## 4 Definitions

4.1 **Payments Organization** means any payments association or payments network whose cards or other payment forms you accept under your merchant processing agreement. If **Card Organization** is a defined term in your merchant processing agreement, then **Payments Organization** replaces it for purposes of the MSP and all transactions processed in connection with the MSP.

4.2 **Rules** means the rules, requirements, and standards of each Payments Organization, including the PCI DSS. If **Card Organization Rules** is a defined term in your merchant processing agreement, then **Rules** replaces it for purposes of the MSP and all transactions processed in connection with the MSP.

## 5 Merchant Surcharge Program

- 5.1 A **Surcharge** is an additional fee that you add to relevant transactions as permitted by the Rules and applicable laws (together, **Applicable Laws**). By choosing to assess a Surcharge and participate in the MSP, you agree that you are solely responsible for: (1) complying with all Applicable Laws and the Your Payments Acceptance Guide contained within the Program Guide; (2) properly and clearly disclosing the existence and amount of any Surcharge to Cardholders in accordance with Applicable Laws; and (3) ensuring any Surcharge you add to a transaction does not exceed the limit provided in the Rules.
- 5.2 You also agree that: (1) you are assessing a Surcharge on Cardholders for certain Credit Card transactions in an amount equal to the Surcharge Rate reflected in this Addendum; (2) you will pay us the Discount Fees for Credit Card and Debit Card transactions on gross sales for all of the transactions that you submit (without reduction for refunds, returns, or chargebacks); (3) you will pay us the Transaction Fee (the fixed charge per transaction reflected in this Addendum for each Debit Card transaction) for each sale and refund that you submit, as well as any other fees or charges reflected in your merchant processing agreement and not replaced by the MSP; (4) you will not assess a Surcharge for the portion of the transaction that is tip on paper, and you will be responsible to pay us the Discount Fee for the gross amount of all tips on paper; (5) you will be responsible to refund Cardholders any Surcharge you assess in the amount billed on such transaction; (6) you will not assess a Surcharge for card not present transactions on cardholders whose billing ZIP code corresponds to states or US territories where Surcharging is prohibited by Applicable Law (including but not limited to, Connecticut, Massachusetts, Puerto Rico), you will be responsible to pay us the Discount Fee for such transactions, and you will comply with Applicable Laws any time you apply the MSP; and (7) we may change or cancel this Merchant Surcharge Program and/or Addendum upon notice to you.
- 5.3 Use of the MSP does not guarantee compliance with any laws, Rules, or applicable standards (including the PCI DSS).

## 6 Addendum Approval

By signing below, you acknowledge that:

- you have read and understand this Addendum;
- you are choosing to enroll in the MSP;
- you agree to comply with this Addendum and any Applicable Laws;
- you understand that the terms of this Addendum (including the fees) may be changed from time to time as described in your merchant processing agreement; and
- you understand that if you sign this Addendum using an electronic signature process, the resulting signature has the same legal effect as if you had signed it by hand.

The individual signing below represents that s/he is authorized to sign on behalf of the business identified in *Section 1*.

### Authorized Signatures:

\_\_\_\_\_  
Merchant

\_\_\_\_\_  
Processor

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_