

OPERATING MANUAL (REVISED 1/05)

TERMS AND CONDITIONS RELATED TO CREDIT CARD PROCESSING

Capitalized terms (unless otherwise defined) have the same meaning as in the Merchant Services Agreement (“*Agreement*”). Merchant (or “*you*”) agrees to the following:

1. HONOR ALL CARDS

- (a) You shall honor, without discrimination, all valid cards, which you elect to accept under the Agreement (“*Cards*”), when properly presented from Cardholders for authorized transactions and shall maintain a policy not to discriminate among Cardholders seeking to make transactions (whether withdrawals or purchases) through the use of a Card. If you do not deal with the public at large (for example, a private club), you will be deemed to have complied with this requirement if you honor valid Cards of Cardholders who have purchase privileges with you. You must not engage in any acceptance practice that discriminates against or discourages the use of one brand of Card in favor of any other brand.
- (b) You shall not establish minimum or maximum transaction amounts as a condition of honoring a Card. You may not refuse to honor a Card or complete a transaction solely because a Cardholder refuses to provide additional identification information (such as telephone number or address), unless the additional information is required to complete the transaction, such as for mail order, telephone order, or electronic commerce transactions, or is required by the Card Issuer, the Bank, or a Card Association.
- (c) You shall not impose any surcharge on Card transactions or require any Cardholder to pay any part of any Merchant discount or transaction fee, whether through any increase in price or otherwise, or to pay any contemporaneous finance charge in connection with such transactions. Any tax required to be collected by you must be included in the total transaction amount and not collected separately.
- (d) You may not require a Cardholder to complete a postcard or similar device that includes the Cardholder’s account number, Card expiration date, signature, or any other Card account data in plain view when mailed. You may not request or use an account number for any purpose other than as payment for your goods or services. You may not request or use an account number for any purpose that is fraudulent or in violation

of the Operating Regulations or for any purpose that the Cardholder did not authorize.

- (e) You may not deposit any transaction that represents a previously charged-back transaction, whether or not the Cardholder approved this.
- (f) You may not accept a Card to collect or refinance an existing debt that has been deemed uncollectible, nor one that represents collection of a dishonored check.
- (g) You may not disburse funds in the form of cash unless permitted by the Operating Regulations, nor accept a Card for the purchase of scrip or for a manual cash disbursement.
- (h) You shall display the appropriate Card Association owned marks to indicate which Cards you accept. Your use and display of the marks must comply with all applicable Operating Regulations.

2. FORMS

Each Card transaction made by you shall be evidenced by the form, format and medium of transmission designated by Bank. Any change in transmission method must have the prior approval of Bank. A sales transaction will be evidenced by a sales draft (“*Sales Draft*”). A credit transaction will be evidenced by a credit voucher (“*Credit Voucher*”). Sales Drafts and Credit Vouchers constitute Items.

3. TRANSACTIONS/AUTHORIZATIONS WITH CREDIT CARD PRESENT

You shall not without proper authorization complete a Card transaction if the Card is listed on a current electronic bulletin file or an international warning file, as applicable, is not yet valid, or has expired.

Subject to the provisions of this Operating Manual, including Sections 4 and 5, you shall comply with all of the following when effecting a Card transaction:

- (a) Complete the Sales Draft legibly with an electronic printer, or a manual imprinter, and:
 - (i) Compare the embossed account number to the number displayed and/or printed from the authenticating point of sale device or legibly type

or print all matters on the Sales Draft related to the Merchant and information embossed on the Card; and

- (ii) Fill in all of the applicable spaces, showing, among other things, the transaction date, the transaction amount (including all applicable tax), authorization code, merchant number, merchant name and description of the merchandise or services sold in sufficient detail to identify the transaction; and
 - (iii) If the transaction is subject to special requirements follow the instructions on the terminal. For example, if a transaction is made at a gasoline station, note the Cardholder's motor vehicle license number and the issuing state or jurisdiction or, if no motor vehicle is present, write the words "No Car;" or for purchasing cards input the four digit cardholder code and for key entered transactions the zip code must be inputted as directed by the prompts; and
 - (iv) If a Sales Draft is completed without a Card imprint, note the method you used in obtaining satisfactory identification of the Cardholder.
- (b) Require the Cardholder to sign the Sales Draft in your presence.
- (c) Complete the Transaction only if (i) the signature on the Sales Draft appears to be identical to the authorized signature on the signature panel of the Card, (ii) after swiping the card and keying in the last four digits of the card number, the card is verified or, (iii) if the card has a photograph of the Cardholder, ascertain that the customer resembles the person in the photograph. If the Cardholder's identification is uncertain, or if you otherwise question the validity of the Card, you shall contact us or the designated authorizations processor for instructions.
- (d) Examine various Card security features prior to completing the sales transaction. For example, compare the signature on the Sales Draft with the signature on the Card, compare a photograph to the person, if your terminal displays an encoded account number, compare that displayed account number with the account number embossed on the Card to ascertain that they are the same, compare the first four printed and embossed numbers on the Card, check holograms and expiration dates and follow any terminal prompts. Contact the Bank if there is a discrepancy. If a Card is not signed, perform an authorization request, ask for additional identification and require the Card to be signed. Bank

may from time to time specify other procedures for you to follow.

- (e) Deliver to the Cardholder a true copy of the Sales Draft including the total transaction amount at the time of the sales transaction.
- (f) You shall not complete a transaction or permit sales through the use of a Card:
 - (i) Which is not yet in effect according to the effective date shown thereon, if any;
 - (ii) Which is expired;
 - (iii) Which we have otherwise advised you not to honor.
- (g) You shall not alter the Sales Draft in any way after the sales transaction has been completed and the Sales Draft has been signed by the Cardholder.
- (h) You may not require Cardholders to provide personal information, such as a home or business telephone number, a home or business address, or a driver's license for identification as a condition for honoring Cards (subject to certain Operating Regulations exclusions). Additionally, in order to preserve consumer privacy, the Card account number should not be written on the face of checks, or to guarantee payment on a check.
- (i) Authorization responses shall be recorded on the Sales Draft.
- (j) You acknowledge and agree that we are required to monitor your transactions under the Operating Regulations.

4. SALES WITHOUT CARD

- (a) Except in the case of Internet, Mail Order, Telephone Order and Preauthorized transactions approved in advance by Bank, no Card sales transaction may be completed if the Cardholder fails to present a Card to you.
- (b) Unless "Mail Order/Telephone Order" or "Internet Transactions" is indicated on your Merchant Application, you agree that less than 10% of your Card transaction volume will be based upon Internet, Telephone Orders, Mail Orders, Preauthorized Orders or the aggregate thereof. When a Card Transaction is based on one of these types of orders, you shall mark the Sales Draft (usually on the signature line) "Internet," "T.O.,"

“M.O.” or “P.O.,” as appropriate, note sufficient detail to identify the Cardholder, the Merchant, and Card issuer, and take reasonable steps to verify the authorized usage of the Card number, requiring Cardholder name as it appears on the Card (including any company name or trade style), the complete account number, the “valid from” date and the expiration date and, check the last three digits of the number which appears on the back of the Card (or other data mandated or specified by the Card Associations including what is commonly referred to as CVV2 and CVC2 data from the signature panel appearing on the Card) for use in obtaining an Authorization. You must obtain the expiration date and forward it as a part of any electronic commerce transaction authorization request. Address verification should be obtained for these transactions. Authorizations obtained on Mail, Internet, Telephone and Preauthorized Order sales are subject to Chargeback and authorizations do not guarantee the validity of the Cardholder transaction. For all non face to face (no Card present) transactions, you shall be deemed to warrant to the Bank the Customer conducting the transaction is an authorized user of the Card or the Cardholder, regardless of whether authorization has been received.

- (c) If you are qualified and registered by Bank for participation in specific programs (e.g., “No Show”), and a Card transaction is based on Express Check-Out, Reservation Services, Advance Payment Services, Advance Deposit or other similar program, the Sales Slip may be completed without a Cardholder signature. Express Check-Out requires a Card imprint. Merchant may type on or print legibly on the signature line “Guaranteed Reservation No Show”, “Signature on File-Express Check-Out” or “Advance Deposit” as appropriate subject to this Section. You must retain and make available on request written requests for preauthorization.
- (d) You are responsible (and Bank is not liable) for errors or omissions caused by third parties such as failure to deliver mail, failure of telecommunications or Internet transmissions or security features of those systems.
- (e) Electronic commerce transactions including Internet and utilization of Merchant's Web site are warranted by Merchant as secure for Card data. Any Web site will conduct the business specified on the Merchant Application.

5. MULTIPLE SALES DRAFTS AND PARTIAL CONSIDERATION

- (a) You shall include all items of merchandise and services purchased in a single sales transaction (including

applicable taxes) in one total amount on a single Sales Draft except as specifically authorized in this Section.

- (b) You should not effect a sales transaction when only a part of the amount due is included on a Sales Draft except in the following cases:
 - (i) The balance on the amount due is paid by the Cardholder at the time of the sales transaction in either cash, or check, or both; or
 - (ii) The Cardholder executes two separate Sales Drafts in a delayed delivery sale. In such a case, a deposit may be made by the completion of one Sales Draft and the payment of the balance is tendered by completion of a second Sales Draft (with the second Sales Draft being conditioned upon the delivery of the merchandise and/or the performance of services identified). Authorization is required of both Sales Drafts and shall be assigned authorization numbers as required by the Operating Regulations of the applicable Card Association (e.g., separate authorization numbers or codes for each Sales Draft in a Visa transaction and the same authorization numbers or codes for each Sales Draft in a MasterCard transaction). You shall note on the Sales Draft the words “deposit” or “balance,” as appropriate. The Sales Draft labeled “balance” shall not be presented until the merchandise is delivered or the service performed.
- (c) You agree not to avoid the authorization requirements of this Agreement or the Operating Regulations. Multiple items individually billed to the same account (e.g., airline tickets) may be processed on two or more Sales Drafts if separate authorizations are obtained for each Sales Draft. You will not obtain multiple authorizations for a single transaction.
- (d) For Express Payment transactions, a record of the transaction must be provided to the Cardholder upon request. If you alter a Sales Draft or prepare an additional Sales Draft for delayed or add on charges previously consented to by the Cardholder, you will deliver (mail) an explanation of the charge to the Cardholder.
- (e) Transactions for hotel/motel or car rental agency merchants are subject to special Operating Regulations, as more fully set forth in paragraphs 17 through 21 of this Operating Manual.

6. CASH PAYMENTS

Except as authorized by the applicable Operating Regulations, you shall not effect a Card transaction to advance any cash to a Cardholder or receive or accept any payments from a Cardholder with respect to charges for merchandise or services which are included in a Sales Draft resulting from the use of a Card. A cash advance or withdrawal from you to a Cardholder, or to yourself, is not allowed. You shall not accept money from a Cardholder and subsequently prepare and deposit a Credit Voucher for the purpose of affecting a credit to the Cardholder's credit card account. You shall not receive any payments from a Cardholder with respect to use of the Card or a Sales Slip for sales or services; it is the right of Bank to receive such payments. Taxes on Card transactions must be included in the amount charged and may not be collected by you in cash. Cash disbursements for the sale of traveler's checks or foreign currency may be made for the amount thereof plus any Merchant fee.

7. AUTHORIZATIONS

- (a) Prior authorization is required by the Operating Regulations, and you shall request authorization from us or the designated authorizations processor. All Internet Card transactions must receive prior authorization. If you do not have a printer which prints the authorization code, you shall type or print legibly on the applicable Sales Draft the authorization number or code evidencing any authorization so obtained or as required by the Operating Regulations. If you use an authorization service other than one designated by us, we shall not be responsible for any authorizations from such service.
- (b) Authorization on the date of the transaction and before honoring any Card is required.
- (c) If authorization is denied or if the Card is not valid or expired, the transaction shall not be completed and you shall follow the instructions from the authorizations center, including recovery of Cards (see below).
- (d) Your compliance with this Operating Manual and this section does not preclude Chargebacks to you under the Agreement. For the avoidance of doubt, regardless of whether the transaction has received an authorization, you always remain responsible for a transaction (i) where the Cardholder is present and does not have his Card, (ii) the Cardholder does not sign the Sales Draft or (iii) the signature appears unauthorized or dissimilar to the signature on the Card or (iv) the Card is expired.

If authorization services are unavailable, you shall follow instructions of the Bank. Card transactions at our direction

may be authorized using the Bank's backup system or as described in the Operating Regulations.

8. RECOVERY OF CARDS

- (a) You shall, by reasonable and peaceful means and taking no action which would result in a breach of the peace or any injury to person or property, use your best efforts to retain or retrieve any Cards:
 - (i) Where the account number on the Card is listed on the current restricted Card list;
 - (ii) Which you have been notified that the issuing bank no longer wishes to honor;
 - (iii) Which we or the designated authorizations processor requests you to retrieve or retain;
 - (iv) Which are required by applicable Operating Regulations to be recovered (e.g., if the first four digits of a Visa card's embossed account number do not match the four digits printed on the Card's face directly above the embossed account number; or where a MasterCard hologram does not appear on the lower right corner of the Card, or where the embossed account number, the indent printed account number and/or encoded account number do not agree; or
 - (v) Which you have reasonable grounds to believe are counterfeit, fraudulent or stolen.
- (b) You shall indemnify and hold us harmless from and against any claims, expenses or losses claimed against or incurred by us in connection with your actions, or those of any of your agents or employees, in the retention, retrieval or recovery of any Card. Upon recovery of any Cards, you should contact your Code 10 operator (or us) for instructions.

9. PRESENTMENT OF ITEMS

- (a) Unless you have agreed with us in writing (or it is otherwise required by applicable law or the Operating Regulations or the Schedules or Exhibits) to a shorter or longer time, you shall present all transactions to us within one calendar day after the date of the applicable transaction, except that you shall present no Sales Draft until: the merchandise has been shipped; you have obtained the Cardholder's consent for a recurring transaction; or the services have been performed and you have otherwise performed all your obligations to the Cardholder in connection with the transaction. Certain exceptions may apply to direct marketing

merchants pursuant to the Operating Regulations or in the case of approved and authorized Delayed Presentment transactions, not to exceed seven days wherein the Item presented shall be marked with such notation. You shall not permit any Sales Drafts or Items to be presented which you know or should know to be fraudulent or not authorized by the Cardholder. You are responsible for the actions of your employees and agents. By presenting any Items you represent and warrant that: the Item results from a bona fide transaction by you with the Cardholder in your ordinary course of business; that it is free of any alteration; that the Cardholder was authorized to use and was using a valid Card; and that with respect to that Item you have complied with all terms, representations, warranties and conditions of the Agreement (including this Operating Manual), the Operating Regulations and applicable law. You will not present Items originated or processed by any other person or entity (commonly known as factoring or laundering) that is not a transaction originated as a part of your normal business.

- (b) Data transmitted shall be in the media, format and form designated by Bank. Any errors in data or its transmission shall be the sole responsibility of Merchant.
- (c) Subject to your warranties under the Agreement, and of our Chargeback or other rights and subject to any fees owing us, at the times designated by Bank we will credit your Settlement Account for the amount of the Items processed. In the event of any inaccuracies, we shall have the right, without prior notice to you, to make an adjustment to your Settlement Account.
- (d) You waive notice of default or nonpayment, protest, demand for payment and any other demands or notices in connection with the Agreement or any of the Items. You consent to any extension of time granted or any compromise made by us with any Cardholder identified in an Item without affecting your obligations under the Agreement.
- (e) We shall not be obligated to pay you or to credit your Settlement Account for any Sales Drafts delivered to us after you shall become insolvent, cease to do business, die, or dissolve.
- (f) You shall not, directly or indirectly, present to us for deposit any Item which has not originated as a result of a valid transaction between a bona fide Cardholder and you.
- (g) We will route, transfer and process Items under applicable Operating Regulations, Exhibits and Schedules.

- (h) Subject to the provisions of the Agreement (including the Bank's rights to Chargeback), Bank will accept Items presented for deposit or credit by Merchant during the term of the Agreement and in accordance with the provisions of the Agreement. Merchant shall be deemed to have endorsed any Items it presents in Bank's favor and authorizes Bank to accept them. You agree to hold in trust and promptly remit to Bank any payments or collections received relating to Items so deposited. Any settlement shall be subject to adjustment upon subsequent review and verification by the Bank. Merchant is responsible for the actions of its employees, agents and representatives.
- (i) You shall preserve and store in a safe and secure manner the original hard copy of all Items for a minimum of six months from the transaction date and then either the original or microfilm copy for three years from the date the transaction was submitted to Bank. Bank may inspect, audit and make copies of such Items. You shall retrieve and deliver the original or legible copy of any Item within the date(s) specified by Bank on each retrieval request or if no date is specified, within ten days of Bank's request. Failure to deliver a legible copy of an Item as specified will result in a Chargeback of that Item. You shall not be relieved of your responsibilities for any deficiencies in Card transaction data transmitted or otherwise delivered to Bank, even though Bank may agree to capture or produce images of, store, and retrieve any such incomplete data on Merchant's behalf. You agree to balance any terminals daily. All records containing Cardholder account number information shall be stored in a secure manner. After expiration limits for storage have expired, information shall be deleted or destroyed in a fashion which renders the data unreadable. If any Cardholder information is compromised, you must notify Bank immediately.

Bank may monitor Items and your transaction activity and may hold funds or suspend processing at any time for any reason, including but not limited to: suspicious or unusual activity, material variance in business or volume, unauthorized transactions, excessive Chargebacks or retrieval requests or similar activity. Bank shall have no liability for taking actions resulting in withholding of funds or processing.

10. RETURNED MERCHANDISE, CREDITS AND ADJUSTMENTS

- (a) You shall maintain a fair policy of permitting refunds, exchanges, returns, and adjustments for persons making purchases through the use of a Card, unless otherwise restricted by applicable law, which shall be at least equivalent to such policies as they relate to customers who make payment by currency or check, unless fully

disclosed at the time of the transaction to the Cardholder and provided that the Sales Draft contains a conspicuous notice to that effect prior to completing the transaction. You may, with proper disclosure at the time of the transaction, (i) not accept merchandise in return or exchange and issue no refund to a Cardholder; or (ii) only accept merchandise in immediate exchange for similar merchandise of a price equal to the amount of the original transaction; or (iii) accept merchandise in return and deliver to the Cardholder a credit slip for the value of the merchandise returned, which may be used in your place(s) of business; or (iv) if permitted by applicable law, stipulate special circumstances agreed to by the Cardholder (for example, late delivery, delivery charges, insurance charges, or other non-credit-related charges or terms of the transaction provided no surcharge is assessed for use of a Card); or (v) if, involving the delayed delivery of goods or services, deposit the Item immediately into interchange for payment.

For purposes of this section, proper disclosure shall be deemed to have been given at the time of the transaction if the following or similar wording appeared legibly on all copies of the Sales Draft or slip, in letters approximately 1/4 inch high and in close proximity to the space provided for the Cardholder's signature or on an invoice issued at the time of the sale prior to the slip or invoice being presented to the Cardholder for signature (lack of this wording does not necessarily mean proper disclosure has not been given):

- as relates to subsection (i) - "NO REFUND"
- as relates to subsection (ii) - "EXCHANGE ONLY"
- as relates to subsection (iii) - "IN-STORE CREDIT ONLY"
- as relates to subsection (iv) - (any special terms)

(b) With respect to a transaction in which a Card was used, when you accept any merchandise for return, when any services are terminated or cancelled, or when you allow any price adjustment or other credit of any type whatsoever, you shall not make any cash refund, but shall complete and deliver promptly (within three business days after the transaction) to us a Credit Voucher evidencing the refund or adjustment, and shall deliver to the Cardholder a true and complete copy of the Credit Voucher at the time the refund or adjustment is made. You shall sign and date each Credit Voucher and shall include a brief description of the merchandise returned, the services terminated or cancelled or the adjustment made, together with the amount of the credit transaction in sufficient detail to identify the original transaction. The amount of the Credit Voucher shall not

exceed the amount of the original sales transaction as reflected on the applicable Sales Draft.

- (c) You shall issue Credit Vouchers only in connection with previous bona fide Card sales transactions and only as permitted under the Agreement or the Operating Regulations. You shall not permit any Credit Vouchers to be presented to the Bank which you know or should know to be fraudulent or not authorized by the Cardholder.
- (d) Your compliance with these operating procedures does not preclude Chargebacks to you under the Agreement. If requested by Bank, you agree to participate and cooperate in a fraud control program at your location(s). If any Merchant location is declared an "Excessive Counterfeit Special Merchant", (i) any transaction effected subsequent thereto shall be eligible for Chargeback for at least 15 months and (ii) Merchant agrees to pay a fee as designated by Bank and any Card Association as a recovery cost for each individual transaction charged back to the Merchant.
- (e) The Card Associations reserve the right to audit Merchant's file and records. You agree to abide by any Chargeback Guides or procedures issued by the Card Associations.

11. QUASI-CASH TRANSACTIONS

As defined in and allowed by applicable Operating Regulations, quasi-cash transactions may be completed as a purchase transaction provided they are identified using the appropriate authorization inquiry transaction code and positive identification of the Cardholder is made.

12. THIRD PARTY AGENTS

Merchant may designate a third party as its agent for delivering Card transaction data captured at the point of sale by such agent for clearing and settlement. If you so elect, you: (a) will provide satisfactory notice to Bank of its exercise of this option, (b) agree that Bank's obligation is solely to reimburse Merchant in the amount delivered by that agent, less appropriate discount fee, if any and (c) are solely responsible for any act, omission or failure of your agent, including compliance with Operating Regulations, including any violation which results in a Chargeback.

13. RECURRING TRANSACTIONS

If you agree to accept a recurring transaction from a Cardholder for the purchase of goods or services which are delivered or performed periodically, the Cardholder shall complete and deliver to you a written request for such goods

or services to be charged to the Cardholder's account. The written request must at least specify the transaction amount(s) charged to the Cardholder's account, the recurring charges and the duration of time for which such Cardholder's permission is granted. In the event that a recurring transaction is renewed, the Cardholder shall complete and deliver to you a subsequent written request for continuation of such goods or services to be charged to the Cardholder's account. A recurring transaction may include the payment of recurring charges such as insurance premiums, subscriptions, membership fees, tuition or utility charges. Except as allowed herein, a recurring transaction may not include partial payments made to you for goods or services purchased in a single transaction, nor may it be used for periodic payment of goods or services on which you assess additional finance charges. The Cardholder's written authorization must be retained for the duration of the recurring charges and provided in response to a request. You must not complete an initial or subsequent recurring transaction after receiving a cancellation notice from the Cardholder, us or a response that the Card is not to be honored. You shall type or print legibly on the "signature line" of the Sales Draft for recurring transactions, the words "Recurring Transaction".

14. ITEMS SUBJECT TO CHARGEBACK

An Item will be subject to Chargeback to you if such Item is returned to us for any reason, including but not limited to the occurrence of the following:

- (i) If the Item or any material information on the Item (including but not limited to the account number, expiration date of the Card, authorization code, Merchant description, transaction amount, other information or date) is illegible or incomplete, or if required to be signed by the Cardholder, is not signed, or if no valid authorization number appears;
- (ii) If the Item is not delivered to us within the time limits from the date of the Card transaction (or from the date of the delivery of the merchandise or the performance of the services) or as required by the Agreement, this Operating Manual or by the applicable Operating Regulations;
- (iii) If any denial of authorization was disregarded;
- (iv) The Item does not contain the number of a Card that was valid, effective and unexpired on the transaction date or the Card was altered or counterfeit at such time;
- (v) The transaction was one for which our prior authorization or verification is required, and prior

authorization or verification was not obtained or a valid authorization number or code was not correctly and legibly printed on the Item;

- (vi) The Item is a duplicate of an Item previously presented or the Item is one of two or more Items generated in or arising from a single transaction or the Item is in any respect otherwise in violation of the Agreement, this Operating Manual or the Operating Regulations;
- (vii) The Cardholder disputes the execution or consummation of the Item, the sale, delivery, quality or performance of the merchandise or services purchased, or alleges that a credit or adjustment was requested and refused or that a credit adjustment was issued by you but was not posted to the Cardholder's account, or that the Cardholder has a dispute, claim or defense to payment related to the transaction;
- (viii) The price of the merchandise or services shown on the Item differs from the amount shown on the copy of the Item delivered to the Cardholder at the time of the transaction;
- (ix) We or any Card Association reasonably determine that you have violated any term of the Agreement (including any Exhibit or Schedule), this Operating Manual or the applicable Operating Regulations in connection with the transaction or associated Item (including the execution, authorization, presentment or processing thereof) or of the consummation and performance of the transaction to which it relates, or the Item (or the transaction to which it relates) is subject to indemnification under the Agreement;
- (x) We reasonably determine that the Item is fraudulent or that the related sales transaction does not represent a sale by you, or is not a bona fide transaction or for the amount shown on the Item or is not in your ordinary course of business, or is subject to any claim of illegality, cancellation, rescission, avoidance or offset for any reason whatsoever including, without limitation, negligence, breach of warranty, fraud or dishonesty on your part or on the part of any of your agents, affiliates, representatives or employees;
- (xi) The merchandise was not delivered to the Cardholder or was refused by the Cardholder (or was returned to you) or the services were not

performed by you or were refused by the Cardholder, for any reason;

- (xii) The Cardholder or other person executing the Item lacked the legal capacity to contract at the time of the transaction;
- (xiii) The Item was charged back to the Bank for any reason or through any Card Association, or interchange or network or by virtue of any Operating Regulation and was represented, whether or not the Cardholder knows or consents to this representment; or
- (xiv) You have not maintained or provided records of the Card transaction or Item as required under this Agreement to timely comply with or as otherwise required by the Operating Regulations or you have not resolved any customer dispute to our satisfaction.

If as provided in the Operating Regulations you have excessive chargebacks or when during any two consecutive months or for any three months within any six-month period (i) the aggregate number of Items subject to Chargeback exceeds 1.5%, (ii) the aggregate dollar amount of Items subject to Chargeback exceeds 4%, or (iii) the ratio of Items subject to fraud to total Items equals or exceeds 6% for any location of Merchant), we reserve the right and you agree to pay an Excessive Chargeback Fee for each Card transaction in excess of such limit as specified by the Operating Regulations or the Bank.

Upon the Chargeback of any Item to Merchant, you shall bear all liability and risk of loss associated therewith without warranty by or any recourse or liability to Bank whatsoever.

If you dispute the validity of any Chargeback, you shall nevertheless pay Bank the amount of the Chargeback and all of the costs and expenses related thereto and you shall at your own expense resolve the dispute. Under no circumstances shall any dispute over the validity of a Chargeback affect or negate Merchant's obligation to pay Bank the amount of the Chargeback and the costs related thereto.

15. REPRESENTATIONS, WARRANTIES AND COVENANTS OF MERCHANT

For each transaction and Item subject to the Agreement, Merchant does and continuously warrants, covenants and represents to the Bank all of the following:

- (a) You will preserve all records pertaining to all Card transactions and Items, as may be required by the Agreement, applicable law, this Operating Manual, the

Operating Regulations or as may be reasonably requested by Bank and you shall permit us or our agents or designees to examine, verify and copy any such records at any reasonable time or will provide such records as we reasonably request.

- (b) You will comply with the requirements of all applicable laws, rules and regulations, including but not limited to those relating to credit and debit cards. You will obtain and maintain such licenses and permits and will comply with all such laws, rules and regulations applicable to you and your business. You will provide us with all information necessary for us to comply with all such laws, rules and regulations as may be applicable to us with respect to Card transactions. In addition, you will fulfill all of the obligations to be performed in connection with the sale of merchandise or the performance of services to Cardholders represented by Items.
- (c) You will provide adequate services in connection with the sale of goods or services to Cardholders, and each Card transaction in accordance with all applicable laws, standard trade practices or regulation and manufacturers' warranties, Card Association requirements, and the Operating Regulations. You will provide any repairs, services and replacements in such manner and will take such corrective action as may be required by applicable law or regulation or by your agreement with any Cardholder.
- (d) You shall make a good faith attempt to resolve all Cardholder disputes with respect to any Card or sales transactions.
- (e) You will execute, file and record such statements, notices and certificates as we may reasonably request to preserve and protect our interests under this Agreement.
- (f) You will not sell, purchase, provide, disclose or exchange Card account number information, whether in the form of imprinted Sales Drafts, mailing lists, tapes or any other medium, or otherwise, obtained by reason of Card transactions, or any other information about Cardholders to any third person other than: (i) to your agents or employees for use in assisting you in processing Card transactions; (ii) to us; (iii) to any Card Association, as applicable; (iv) as may be required by applicable law or regulation; or (v) for the sole purpose of supporting a loyalty program or providing fraud control services.
- (g) All account numbers, card imprints (such as Sales Drafts and Credit Vouchers, auto rental agreements, and carbons) must be stored in an area limited to selected personnel until discarded and must be destroyed in a

manner that will render the data unreadable. You shall not request Cardholders to record a Card account number or other Card account information on an exterior (front or back) portion of any order form or similar device designed to be mailed by the Cardholder.

If your business fails, including bankruptcy, insolvency or other suspension of business operations, you may not sell, transfer or disclose any materials that contain Cardholder account numbers, personal information, or other transaction information to third parties. You must return this information or provide acceptable proof of destruction to us.

- (h) You may not, and you must ensure that your agents do not, store in any system or in any manner, discretionary card-read data, CVC 2 data, PIN data, Address Verification Service data, or any other prohibited information as provided in the Operating Regulations, except during the authorization process for a transaction.
- (i) We may, at any time during the term of the Agreement, or in connection with the processing of your application to us, investigate and obtain credit, financial and other information from others with respect to you and your credit and financial responsibility and that of any of your owners, officers, partners, shareholders or principals or that of any guarantor of your obligations under the Agreement. At any time and upon our request, you shall provide us with updated business information and accurate and current signed financial statements or tax returns with respect to your business and financial affairs. We may furnish this information and information on your relationship with us and our experience with you to others seeking such information, including financial institutions, credit, trade and security associations and the Card Associations. Merchant authorizes Bank to report Card sale and other transaction activity to the Card Associations or any of its member financial institutions without any liability to Bank whatsoever.
- (j) You will comply in all respects with this Operating Manual, the Operating Regulations and any other rules or regulations governing our merchant Card program or the programs of any Card Association currently in effect, together with any changes, amendments or supplements thereto as we or the Card Associations may make from time to time.
- (k) You will pay any sales or other tax, where applicable, directly to the state or governmental entity to which the tax is due.

- (l) The Agreement has been duly and validly authorized by all appropriate limited liability company, corporate or partnership action, as applicable. The person signing your application to us and the Agreement on behalf of the Merchant has been authorized to do so and the Agreement, when accepted by us, will be the valid, and binding obligation of the Merchant enforceable in accordance with its terms.
- (m) The information and representations by you contained in your application to us and in any other information, document, certificate or form to us are true and accurate as of the date made. Unless otherwise updated by you, the information in your application shall continue to be true and accurate throughout the term of the Agreement. You shall promptly advise us of any changes in the information contained in any such application. You shall promptly advise us of any change in the nature of your business, including the sale of any goods or services not related to your current business, any change of ownership or control of your business or any intent to sell or transfer any substantial part of your business or assets or to liquidate or cease operations.
- (n) We shall have the right, at any reasonable time during the term of the Agreement, to inspect any of your places of business and to observe your implementation of and compliance with the Agreement, and engage in discussions with your employees and management, including for purposes of audit or verification.
- (o) The covenants, indemnities, warranties and representations contained in the Agreement, including this Operating Manual shall survive the expiration or termination of this Agreement.
- (p) You shall notify us in writing at least thirty days prior to any change in your name or location or any material change in the type, conduct or ownership of your business (including but not limited to any intent to transfer or sell a substantial part 10% or more of your stock or assets, or to liquidate, changes in products sold or services provided or any increases or conversions of all or part of your business to mail order, phone order or preauthorized transactions, or to transactions for future delivery, including those which change the designations related thereto on your application to us or any Exhibits), the change in or closure of any Settlement Account or Reserve Account or any change concerning you to be provided on Items, drafts or vouchers.
- (q) Each sales slip or Item delivered or sent to Bank and the transactions represented thereby (i) represents a bona fide sale to the Cardholder by you for the amount shown and constitutes the binding obligation of the Cardholder free from any claim, demand, defense, set-off or other

adverse claim, (ii) accurately describes the goods and services purchased or rendered to the Cardholder by you and complies with applicable laws and that you will completely fulfill its obligations to the Cardholder, (iii) contains the genuine signature (or authorization) of the Cardholder and is not forged or unauthorized and (iv) has been consummated in compliance with the Agreement, this Operating Manual, the Operating Regulations and all applicable laws, and if subject to rescission has not been rescinded. You will not submit any Items which represent a sale or transaction between a Cardholder and any other entity.

- (r) No Item is questionable or nongenuine.
- (s) If you sell, arrange or give away (with or without cost) to a Cardholder any warranty, servicing agreement or contract including an extended manufacturer's warranty, "free" check-up, free servicing, trade-in or credit for non-use of any warranty (excepting a product manufacturer's warranty), then you agree to perform your obligations and agree to indemnify Bank (pursuant to the indemnity provisions hereunder) for any loss relating to a Cardholder's claims for your failure or a third party which you have contracted with or through, if any, to provide the warranty, service or contract offered or sold by or through you.

Merchant shall inform Bank of any such arrangements and grants to Bank the right to audit and review all terms and conditions of all said warranties, servicing agreements or contracts (including copies of all applicable documents, internal audits and reviews of warranty providers and/or insurance underwriters of policies regarding said warranties, services or contracts) annually, or more often as reasonably determined by Bank. If Bank reasonably believes that you, the third party provider, or any insurance carrier does not have sufficient financial capacity to honor the warranties, services or contracts, it shall give written notice to you. Within thirty calendar days following receipt of such written notice, you shall at Bank's option (i) cease such warranties, services or contracts or (ii) establish or fund the Reserve Account or other loss coverage instrument on terms agreeable to Bank.

- (r) You will comply with Visa's Cardholder Information Security Program and MasterCard's SDP Program.

ANY BREACH OF ANY REPRESENTATION, WARRANTY OR COVENANT SHALL SUBJECT THE RESPECTIVE ITEM TO CHARGEBACK TO YOU AT ANY TIME, AND MAY BE CAUSE FOR TERMINATION OF THIS AGREEMENT.

16. INTERNET, TELEPHONE AND DIRECT MAIL PROCEDURES

- (a) Mail Order Merchants. By checking "Mail Order" on the Merchant Applications, you agree to the following:

The trademark and the corresponding logotype are the property of the respective Card Association. You shall not infringe upon the mark or logo, nor otherwise use the mark or logo in such a manner as to create the impression your goods or services are sponsored, produced affiliated with, offered, or sold by the Card Associations. You shall not use the mark or logo of the respective Card Associations on your stationary, letterhead, envelopes, or the like nor in its solicitations, except that you may use one of the marks or logos in close proximity to the payment or enrollment space in the solicitation in a size not to exceed 1-1/4 inches in horizontal length if a logo is employed, or, if a mark is used, in type not to exceed the size of the type used in the major portion of the text on the same page; *provided* that the legend 'Accepted for Payment' must accompany the mark or logo used and must be the equivalent size of the mark or logo. In no case, however, shall you use any of the logos on the front or first page of its solicitation.

One truthful statement that you are directing or limiting the offer to Cardholders of any Card Association may appear in the body of the solicitation, other than in close proximity to the payment or enrollment space, subject to the limitation that: (1) only the mark that is a word may be used; (2) the work mark may not (i) exceed in type size the size of any other type on the same page, (ii) differ in color from the type used in the text (as differentiated from the titles) on the same page, (iii) be as large or as prominent as the name of Merchant, (iv) be the first item appearing on any page, nor (v) in any other way be the most prominent element of the page; (3) Merchant's name and/or logo must appear prominently on the same page as the mark; and (4) the following disclaimer must appear in close proximity to the mark on the same page and in an equal size and type of print:

"[Name of the Card Association(s)] is not affiliated in any way with [Merchant] and has not endorsed or sponsored this offer."

Merchant further agrees to submit its first direct mail solicitation(s), prior to mailing, to the Law Department of the respective Card Association, to be reviewed only for compliance with any Card Association trademark rules and shall furthermore not distribute in any manner such solicitations until Merchant shall have obtained Card Association written approval of the manner in which it uses the Card Association mark and logo on such solicitations. Merchant shall likewise, upon

request, submit to the Card Association any amended solicitations prior to mailing.”

(b) Mail Order/Telephone Orders. A mail/telephone order Merchant may offer Cardholders an installment payment option for its mail/telephone order merchandise under the following conditions:

1. The Merchant's material must clearly disclose the installment terms, including but not limited to (i) the availability of the plan for selected items or the total amount of the order and (ii) the handling of the shipping and handling charges and any applicable tax. The material must also advise Cardholders who are not billed in the transaction currency of the Merchant that the installment billing amounts may vary due to the fluctuation of the currency conversion rates between the transaction currency and the billing currency at the time each installment is processed.
2. No finance charges may be added by you. The sum of the installment transactions may not exceed the total sale price of the merchandise on a single transaction basis.
3. Authorization is required for each installment transaction. The floor limit is zero.
4. The Merchant may, not deposit the first installment transaction with Bank until the merchandise is shipped. Subsequent installment transactions must be deposited at intervals of (i) 30 days or more or (ii) the anniversary date (i.e., the same date each month).
5. In addition to the Merchant name, an appropriate installment transaction descriptor must be included in the Merchant name field of the transaction record.

(c) Internet Merchants. By checking “Internet” on the Merchant Application or submitting Internet transactions (after providing written notice to Bank) you agree that the Merchant Internet Web Site will contain the following: your consumer data privacy policy and the security method your website uses for the transmission of payment data; a complete description of the goods or services offered; returned merchandise and refund policy; a customer service contact, including e-mail address and/or telephone number; transaction currency (U.S. dollars); export or legal restrictions, if known; your delivery policy; disclosure of the merchant outlet country on the same screen view as the checkout screen or within the sequence of web pages the Cardholder accesses during checkout; and the Visa-

owned trademarks, in accordance with the Operating Regulations.

You must offer Cardholders a secure transaction method such as secure sockets lawyer (SSL) or 3-D secure. Authorization is required for each Internet transaction. Merchant must attempt to obtain expiration date of Card for each Internet transaction. You may not refuse to complete an Internet transaction solely because the Cardholder does not have a digital certificate or other secured protocol.

Electronic commerce sales drafts must include: the merchant name most recognizable by the Cardholder, such as your doing business as name or your URL; a customer service contact, including telephone number; the terms and conditions of sale, if restricted, the exact date a free trial period ends, if offered, and cancellation policies.

(d) Internet Payment Service Providers. If you are an Internet Payment Service Provider (as defined in the Operating Regulations), your name must appear on the transaction receipt in conjunction with the sponsored merchant’s name. Your name may appear alone if both the Cardholder accesses the IPSP web site directly and your name is visible during the selection, order, and payment processing services.

17. LODGING MERCHANT AND CAR RENTAL COMPANY TRANSACTION AUTHORIZATIONS

(a) Lodging Merchants. You must estimate Transaction amounts for Authorization of lodging transactions based on the following: Cardholder’s intended length of stay at check-in time, room rate, applicable tax, service charge rates, your procedure for estimating additional ancillary charges, and other allowed charges, pursuant to the Operating Regulations.

(b) Car Rental Company. You must estimate Transaction amounts for Authorization of car rental charges based on the following: Cardholder’s intended car rental period, rental rate, applicable tax, mileage rate, and other allowed charges pursuant to the Operating Regulations. When Cardholder waives insurance at the time of the rental, the estimated Transaction amount may not include charges that cover potential vehicle damages or the insurance deductible amount.

(c) After completing the estimates described in 17(a) and 17(b) above, if the estimated Transaction amount is equal to or below the Floor Limit, you must perform an account number verification on the Cardholder’s check-in date or car rental date, or request a status check on the Cardholder’s check-in date if permitted by Visa; if

the estimated Transaction amount exceeds the Floor Limit, obtain an Authorization and include the date, amount and Authorization Code on the Transaction Receipt. If Authorization is obtained for the estimated amount of a car rental transaction, you must disclose the authorized amount to the Cardholder on the rental date. You must obtain and record Authorization for additional amounts above any amount already authorized at any time: on the check-in date or the car rental pick-up date, or prior to the check-out or rental return date. You must record each additional Authorization, date and amount. You must obtain a final Authorization and include the date, amount, and the Authorization Code on the Transaction Receipt if the actual amount exceeds the Floor Limit or Sum of the authorized amounts plus 15%. You must send the Cardholder a copy of any amended or additional charges.

18. RESERVATION SERVICE FOR LODGING MERCHANTS.

- (a) Reservation Services. You must satisfy the following in connection with all lodging reservations guaranteed by a Card: (i) accept all Cards without discrimination for all Cardholders requesting reservations under the reservation service; (ii) obtain Cardholder's name embossed on the Card, address and account number, and the Card expiration date; (iii) quote the reserved accommodation rate and exact name and address of the establishment; (iv) inform the Cardholder that one night's lodging will be billed if the Cardholder is not registered by check-out time the day following the scheduled arrival date or has not properly cancelled the reservation. Merchant must provide a confirmation code and advise Cardholder to retain it.
- (b) Cancellations. You must not require more than 72 hours cancellation notification prior to the scheduled arrival date and must accept all cancellations prior to the specified time. You must provide a cancellation code and advise the Cardholder to retain it in case of dispute. If requested, you must mail a confirmation of cancellation, which includes the Cardholder name, account number, expiration date embossed on the Card, the cancellation code, and details related to the cancelled reservation to the Cardholder.
- (c) Unclaimed Accommodations. If the Cardholder has not claimed or cancelled the accommodations by the specified time, you must hold the rooms available until check-out time the following day. You may then complete a transaction receipt which must contain the following information: (a) amount of one night's lodging plus tax; (b) Cardholder name embossed on the Card, account number and Card expiration date; and (c)

the words "No-Show" on the signature line. You must obtain an Authorization for the no-show transaction.

- (d) Unavailability. If the Cardholder's guaranteed accommodations are unavailable, you must provide the following services at no charge: (a) comparable accommodations for one night at another establishment; (b) if requested, a 3-minute phone call and message forwarding; and (c) transportation to the alternate establishment.
- (e) Priority Check-Out Service. You may process Cards upon check-out without the Cardholder's signature, only if the transactions comply with the Operating Regulations and this Operating Manual. If you choose to participate in the Priority Check-out Service you must accept all Cards when a Cardholder requests to use the service and provide the Cardholder with a Priority Check-out Agreement. The Priority Check-out Agreement must contain: (i) Cardholder's account number; (ii) Merchant's name, address and telephone number; (iii) departure date of the Cardholder; (iv) guest name and room number; (v) a statement authorizing you to charge the designated Cardholder account number for the amount of the bill; (vi) the Cardholder's signature; and (vii) Cardholder's request for specific billing receipts, including the name and address to whom the receipts are to be mailed. You must complete a transaction receipt which includes the total obligation amount and the words "Priority Check-out" on the signature line. You must comply with normal authorization and deposit requirements and mail the transaction receipt copy, the itemized bill and, if requested, the signed Priority Check-out Agreement to the Cardholder within 3 business days of the Cardholder's departure. You must retain the itemized bill and signed Priority Check-out Agreement for a minimum of 6 months after the transaction date.

19. RESERVATION SERVICE FOR CAR RENTALS

- (a) Peak Time Reservations. You must satisfy the following in connection with all peak time reservations guaranteed by a Card: (i) accept all Cards without discrimination for reservations; (ii) inform the Cardholder that the reservation is within a peak time period and explain the meaning and that it may be cancelled without penalty anytime up to 8 hours before the scheduled rental time; (iii) if the Cardholder is traveling by airline and the flight is cancelled or the airport is closed, allow the Cardholder to cancel the reservation without penalty up to one hour before the scheduled rental time; and (iv) advise the Cardholder that a "no-show" fee (not to exceed one day's rental plus applicable taxes) may be charged if the Cardholder

- has not rented the vehicle by the end of the guarantee period or properly cancelled the reservation;
- (b) **Specialized Vehicle Reservations.** In connection with all specialized vehicle reservations guaranteed by a Card, you must inform the Cardholder that the reservation (i) will be held until the scheduled pick-up time, unless cancelled; (ii) may be cancelled without penalty anytime up to 72 hours before scheduled rental time; and (iii) if the reservation is made within 72 hours of rental time, it may be cancelled anytime up to 8 hours before scheduled rental time. You must also advise the Cardholder that a “no-show” fee (not to exceed 2 days’ rental) may be charged if the Cardholder has not rented the specialized vehicle by the end of the guarantee period or properly cancelled the reservation.
 - (c) **Reservation Confirmation and Cancellation.** If a car rental reservation is made with at least 72 hours notice, you must send the Cardholder a written confirmation containing all of the following: (i) Cardholder name, account number, and expiration date as embossed on the Card; (ii) name and exact street address of car rental company; (iii) confirmation code; (iv) rate; (v) Cardholder obligations; and (vi) cancellation and other service details. For reservations made with less than 72 hours notice, you must mail a confirmation only upon request from the Cardholder. Upon cancellation by the Cardholder, you must provide a cancellation code and advise Cardholder to retain it in case of dispute. If requested by the Cardholder, you must mail a written confirmation of cancellation which contains the following: (x) Cardholder name, account number, and expiration date as embossed on the Card; (y) cancellation code; and (z) cancellation details.
 - (d) **Unclaimed Vehicles.** You must hold the reserved vehicle according to the reservation if the Cardholder has not claimed or properly canceled the reservation by the required time. You may then prepare a transaction receipt with the following information: (i) no-show transaction fee plus tax; (ii) Cardholder’s name, account number and expiration date as embossed on the Card; (iii) the words “no-show” on the signature line. You must obtain an Authorization code for the no-show transaction.
 - (e) **Alternate Vehicles.** If the specialized vehicle is unavailable, you must provide the Cardholder the following services at no charge: (i) comparable vehicle at another car rental establishment for the reservation period, and (ii) transportation to the alternate car rental establishment. If the vehicle guaranteed as a peak time reservation is unavailable, you must provide a comparable vehicle no later than one hour from the scheduled rental time. If a comparable vehicle cannot be provided within one hour, you must provide the following services at no charge: (x) transportation to Cardholder’s destination; (y) delivery of a comparable vehicle within 8 hours from the scheduled rental time; and (z) transportation, vehicle delivery and one day’s car rental.
20. **ADVANCE DEPOSIT SERVICES FOR LODGING OR CAR RENTAL**
- (a) **Information from Cardholder.** If you participate in the Advance Deposit Service, you must accept all Cards for an advance deposit if the Cardholder agrees to the service. You must obtain the following information from the Cardholder: (i) Cardholder name, account number, and expiration date as embossed on the Card; (ii) Cardholder telephone number and mailing address; (iii) scheduled date of arrival or rental; and (iv) intended length of stay or rental. You must determine the amount of the advance deposit transaction by the intended length of stay or term of rental, which amount must not exceed the cost of 14 nights of lodging or 14 days car rental. The deposit amount must be applied to the total obligation.
 - (b) **Information to Cardholder.** You must inform the Cardholder of the following: (i) the total obligation; (ii) reserved accommodation or car rental rate and the transaction amount; (iii) number of nights or days paid for; (iv) exact lodging Merchant or car rental company name and location; (v) Merchant’s cancellation policy; (vi) confirmation code, advising Cardholder to retain it; (vii) advance deposit amount; and (viii) the actual date and time that the cancellation privileges expire. You must advise the Cardholder that Merchant will hold the accommodations according to the reservation and provide written confirmation of a reservation change if requested. You must also advise the Cardholder that Merchant will retain the entire advance deposit transaction amount if the Cardholder has not: (x) checked in by check-out time the day following the specified night of lodging or rented the vehicle by the end of the last day of the rental period; or (y) cancelled the reservation within the specified time frame. You must not charge for a no-show transaction under the advance deposit service.
 - (c) **Receipts.** You must complete a transaction receipt with the following information: (i) advance deposit amount; (ii) Cardholder name, account number and expiration date as embossed on the Card; (iii) Cardholder telephone number and mailing address; (iv) the words “Advance Deposit” on the signature line; (v) confirmation code; (vi) scheduled check-in or vehicle rental date; and (vii) date and time that cancellation

privileges (if any) expire without deposit forfeiture. You must follow normal authorization procedures. You must mail a Transaction Receipt copy and cancellation policy to the address indicated by the Cardholder within 3 business days from the Transaction date.

- (d) Cancellations. You must accept all Cardholder cancellations within the time limits specified. You must provide a cancellation code and advise the Cardholder to retain it in case of dispute. Upon cancellation, you must complete a credit transaction receipt, including the following information: (i) entire advance deposit transaction amount; (ii) Cardholder name, account number, and expiration date as embossed on the Card; (iii) Cardholder mailing address; (iv) cancellation code; and (v) the words "Advance Deposit" on the signature line. You must deposit the credit transaction receipt within 5 calendar days of the Transaction date and mail the Cardholder's copy within 3 calendar days.
- (e) Alternate Accommodations or Vehicles. If reserved accommodations are unavailable, you must provide the following services at no charge: (i) credit transaction receipt to refund the entire advance deposit transaction amount; (ii) comparable accommodations at an alternate establishment for the number of nights specified in the reservation, not to exceed 14 nights, or until the reserved accommodations become available at the original establishment, whichever comes first; (iii) if requested, two 3-minute telephone calls and message forwarding; and (iv) transportation to the alternate establishment and return to the original establishment (and if requested, you must provide this daily). If reserved vehicle is unavailable, you must provide the following services at no charge: (x) credit transaction receipt to refund the entire advance deposit transaction amount; and (y) at least a comparable vehicle for the number of days specified in the reservation, not to exceed 14 days, or until the reserved vehicle becomes available, whichever comes first.

21. ADVANCE PAYMENT SERVICES

If you participate and are registered in the Advance Payment Service ("APS") offered by any Card Association, you agree to abide by all Operating Regulations related and applicable to the APS programs now in effect and as amended hereafter by the Card Associations in all Card transactions presented to Bank utilizing the APS. Upon request Bank will provide current rules relating to this service. You understand and agree that if these requirements are not met that action may be taken against Merchant, including termination of the Agreement and that you will be responsible for any fines, penalties and assessments imposed by Card Associations.

In connection with the APS, you must comply with all of the following: (i) accept all Cards for advance payment when the Cardholder agrees to the APS; (ii) determine the amount of the APS Transaction, which must not exceed the total price of the reserved services or activity; (iii) inform the Cardholder of the total price of the services or activity, advance payment amount, advance payment confirmation code, and cancellation terms; and (iv) obtain Cardholder's account number, telephone number, mailing address, Card expiration date, and name embossed on the Card. You must complete a transaction receipt for the amount of the advance payment which includes the words "Advance Payment" on the signature line. You must follow normal Authorization procedures. You must accept all cancellation requests, provided that the request is made prior to the specified cancellation time and date, and provide a cancellation number and advise the Cardholder to retain it in case of a dispute. You must complete a credit transaction receipt in connection with any cancellation, which must include the words "Advance Payment" on the signature line, Cardholder's account number and mailing address, Card expiration date, name embossed on the Card and the cancellation number. You must mail the credit transaction receipt to the address indicated by the Cardholder within 3 business days from the Transaction date.

22. SYSTEMS, EQUIPMENT AND SOFTWARE

You will provide information to Bank on any system, systems vendors, equipment or software used for Card transactions. You are responsible for all non-Bank-provided vendors, equipment, systems or software ("Equipment"), to ensure such third parties comply with Visa's CISP and MasterCard's SDP programs, for processing Card transactions and compliance with Bank and Card Association Operating Regulations and for any incompatibility of Merchant-provided Equipment. Debit Card Equipment shall conform to applicable PIN configurations, security devices and Operating Regulations.

If you purchase or lease Equipment from Bank, you agree to pay Bank applicable fees, including for all applicable taxes. Equipment may be used only for Card transactions with Bank. You shall be responsible for proper installation, maintenance and use of the Equipment. If offered by Bank, you may obtain maintenance services from Bank for a fee. You assume risk of loss for the Equipment. You shall not modify or move Equipment without prior written consent of Bank. You will train employees to use the Equipment properly. You will notify Bank promptly of any loss, damage or failure to the Equipment. All non-purchased Equipment must be returned to Bank upon termination of the Agreement in good condition, except for ordinary wear and tear.

BANK MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT, WHETHER FOR MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR

PURPOSE, INCLUDING FAILURE OR MALFUNCTION OF THE EQUIPMENT.