



**NOTE:** To locate and view important notices, statements and/or other communications from Global Payments related to your merchant account and your Card Services Agreement, please visit the Merchant Portal at <https://reporting.globalpay.com/login>.

## CARD ACCEPTANCE GUIDE

Revised May 2020

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This Guide is solely for use by Global Payments and customers who have entered into a card services agreement (a “**Merchant Agreement**”) with Global Payments. This Guide is incorporated into and made a part of the Merchant Agreement. All references herein to “you”, “your”, or “Merchant” are references to the party defined as “Merchant” in the applicable Merchant Agreement. Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Merchant Agreement.

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## IMPORTANT INFORMATION

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To reach Visa®, Mastercard®, American Express®, or Discover®, please visit their websites below:  
[www.usa.visa.com](http://www.usa.visa.com) [www.mastercard.com/us](http://www.mastercard.com/us) [www.americanexpress.com](http://www.americanexpress.com) [www.discovernetwork.com](http://www.discovernetwork.com)

Merchants participating in the Global Payments’ American Express OptBlue program should access the following website for more information: [https://icm.aexp-static.com/content/dam/gms/en\\_us/optblue/us-mog.pdf](https://icm.aexp-static.com/content/dam/gms/en_us/optblue/us-mog.pdf)

# INTRODUCTION

## Purpose

Congratulations! Accepting credit, debit, EBT, gift or commercial cards as a valid form of payment offers a valued service to your customers.

For today's merchant, accepting various payment cards has become both easier and at the same time, slightly more complex. Computerized terminals and leading-edge card acceptance devices make transaction processing automatic and seemingly easy, potentially increasing a merchant's profitability. However, these devices can also create increased probability for processing mistakes and fraudulent transactions resulting in copy requests and chargebacks.

This Guide is a reference manual for accepting card-present and card-not-present transactions.

The purpose of this Guide is to:

- Provide you and your staff with information on processing transactions.
- Define certain requirements and best practices for doing business on the internet.

This Guide is part of your Merchant Agreement. You must follow the procedures in this Guide to comply with your Merchant Agreement. Please keep the Merchant Agreement, this Guide, and telephone numbers associated with the Merchant Agreement in one location.

Global Payments wants all of its merchants to be comfortable with the card acceptance program, take advantage of all its features, and ensure merchants have the information, card payment options and flexibility needed to grow their businesses.

## Global Payments – An Advocate in Payment Processing

Welcome, and thank you for choosing Global Payments for payment processing. Every day, more than one million merchant locations across North America, Europe and Asia rely on Global Payments to process billions of credit, debit, electronic benefits transfer (EBT), commercial card and check transactions through Global Payments' secure data networks, while also handling merchant settlement and accounting needs and providing point-of-sale (POS) device management.

**It is your responsibility to comply with the applicable laws and association rules and regulations. Please note that while several guidelines in this document reference or suggest obtaining certain information from a cardholder in the transaction process, you must consider and are strictly liable for compliance with any applicable state laws regarding obtaining personal information from a cardholder in connection with a card transaction.**

You may not, under any circumstances, process Visa, MasterCard, American Express or Discover sales for another merchant, person, or entity. Any person or entity that wants to accept MasterCard, American Express or Visa for payment must have its own account with a processor. Processing drafts for another party is known as "factoring," and it is against the rules and regulations of card associations and network organizations and a breach of the Merchant Agreement. If Global Payments discovers that you have been factoring drafts, your Merchant Agreement may be terminated and your name may be placed on the terminated merchant file with MasterCard, Visa and Discover, which could make it impossible for you to ever obtain another merchant account with any other processor.

Need assistance?

Global Payments is here to help with fast and courteous service, 24 hours-a-day, seven days-a-week. The Global Payments' website is also a source of information about Global Payments' products and services. To access the website go to [www.globalpaymentsinc.com](http://www.globalpaymentsinc.com). Make sure to check the Industry Initiatives section of the website for information about card associations, regulations and industry updates. For information about obtaining additional products and services from Global Payments, please call 1.800.828.7889.

# SECTION A: EBT CARD SERVICES AGREEMENT

## 1. Agreement to Issue Benefits

Global Payments offers electronic interfaces to Electronic Benefits Transfer (“**EBT**”) networks for the processing of cash payments or credits to or for the benefit of benefit recipients (“**Recipients**”). EBT services may be added to the Merchant Agreement, provided that Merchant agrees to comply with the Merchant Agreement as amended by the terms and conditions of this Section A, and further provided that Merchant has been authorized by Global Payments to issue EBT benefits to Recipients in one of the following categories:

- Cash Benefits Only
  - Food Stamp Benefits Only
  - Food Stamp and Cash Benefits
- a. Global Payments will provide settlement and switching services for various Point-of-Sale transactions initiated through Merchant (the “**Services**”) for the authorization of the issuance of the United States Department of Agriculture, Food and Nutrition Services (“**FNS**”) food stamp benefits (“**FS Benefits**”) and/or government delivered cash assistance benefits (“Cash Benefits,” and with FS Benefits, “**Benefits**”) to Recipients through the use of a state-issued card (“**EBT Card**”). The Services shall be priced at Global Payments’ then-current charge for debit transactions.
  - b. Merchant agrees to comply with (i) the procedures specified herein and in all documentation, card acceptance guides and user guides provided to Merchant by Global Payments (as amended from time-to-time, the “**User Guides**”), (ii) applicable laws, rules, and regulations, including but not limited to those promulgated by the U.S Department of Agriculture and applicable state governments (“**States**”), otherwise governing the issuance of Benefits, and (iii) the rules and regulations of Quest® network.
  - c. If Merchant has agreed to issue Cash Benefits and will provide cash back, Merchant agrees to maintain adequate cash on hand to issue confirmed Cash Benefits and will issue Cash Benefits to Recipients in the same manner and to the same extent cash is provided to other Merchant customers. Merchant will not require, and will not in its advertising suggest, that any Recipient must purchase goods or services at Merchant’s facilities as a condition to a “Cash Only from Cash Account Transaction” for such Recipient, unless such condition applies to other commercial customers as well. Merchant will not designate special checkout lanes restricted for use by Recipients; provided, however, that if Merchant designates special checkout lanes for electronic debit or credit card and/or other payment methods such as checks or other than cash, Recipients may be directed to such lanes so long as other customers are directed there as well.
  - d. Merchant agrees to give prompt prior written notice to Global Payments of any planned cessation of services, or inability to comply with the terms of this Section A.

## 2. Issuance of Benefits

- e. Merchant will issue FS Benefits and/or Cash Benefits to Recipients, in accordance with the procedures set forth in the User Guides, in the amount authorized through its point-of-sale (“**POS**”) device, with personal identification number (“**PIN**”) pad and printer (“**Equipment**”), upon presentation by Recipient of an EBT Card and Recipient entry of a valid PIN. Merchant agrees that in the event of the failure of the Equipment to print Benefit issuance information as approved and validated as a legitimate transaction, Merchant will comply with the procedures set forth in the User Guides for authorization of Benefits in such instance. Merchant agrees to issue Benefits during Merchant’s normal business hours at each of its retail locations identified to Global Payments in writing, subject to the terms and conditions hereof.
- a. Merchant will be solely responsible for Merchant’s issuance of Benefits.
- b. Merchant may elect to support the manual issuance of FS Benefits through manual benefit issuance procedures implemented during the period of time when normal benefit issuance is not possible, as described in the User Guides. Merchant will manually issue Benefits, in accordance with the policies set forth in the User Guides and in the amount authorized through Global Payments, to Recipients at no cost to the Recipients upon presentation by Recipient of his/her EBT Card. The following limitations will apply to manual issuance of FS Benefits by Merchant:
  - (i) An authorization number for the amount of the purchase must be received from the EBT service provider via telephone by Merchant within twenty-four hours of the transaction.
  - (ii) An authorization number for the amount of the purchase must be received from the EBT service provider via telephone by Merchant within twenty-four hours of the transaction.
  - (iii) The manual sales draft must be submitted to Global Payments for processing within ten (10) calendar days following the date of authorization. The manual sales draft must be cleared by an electronic transaction initiated through Global Payments.

- (iv) In the event that, due to EBT host failure (a declared “emergency”), Benefit availability for a Recipient cannot be determined at the time Merchant requests authorization, the maximum authorized manual transaction and benefit encumbrance will be \$40.00 or such lesser amount as permitted by the applicable State program.
- (v) Except as specifically provided in the User Guides, Merchant will not be reimbursed and will be solely responsible for all manual transactions when Merchant fails to obtain an authorization number from the applicable EBT Service Provider within twenty-four (24) hours of the transaction and prior to the submission of the manual sales draft, or otherwise fails to process the manual transaction in accordance with the User Guides.
- (vi) If MERCHANT has not received an authorization number in accordance with paragraph 2(c)(i) above, Merchant may not “re-submit” a manual sales draft for payment if insufficient funds exist at the time that the manual sales draft is presented for processing and payment.
- c. Merchant agrees to make available such informational materials, as provided by the EBT service provider, as may be required by the applicable State and by any applicable regulations pertaining to the issuance of Benefits.
- d. Merchant agrees to comply with all applicable laws, rules and regulations in the performance of its obligations under this Exhibit, including without limitation, laws pertaining to delivery of services to benefit recipients and benefit recipient confidentiality, and the federal Civil Rights Act of 1964, Rehabilitation Act of 1973, Americans with Disabilities Act of 1990, Clean Air Act, Clean Water Act, Energy Policy and Conservation Act, Immigration Reform and Control Act of 1986, and regulations issued by the Department of Agriculture pertaining to Food Stamp Program.
- e. Merchant agrees to comply with the procedures set forth in the User Guides as well as the rules and regulations of all applicable EBT networks as amended from time-to-time as necessary (collectively, the “Rules”), including but not limited to the Quest Operating Rules issued by the National Automated Clearing House Association as approved by the Financial Management Service of the U.S. Treasury Department, and other such rules and regulations as may be applicable to the issuance of Benefits by Merchant hereunder. Unless otherwise defined herein or in the Merchant Agreement, capitalized terms shall have the meanings ascribed them in the Rules. Merchant agrees to comply with all additional procedures specified by the applicable State regarding lost EBT Cards, forgotten PINs, discrepancies in benefits authorized and similar matters by providing Recipients with information such as telephone numbers and addresses of the State or other appropriate agencies.
- f. Merchant will not accept any EBT Card for any purpose other than the issuance of Benefits, including without limitation acceptance of any EBT Card as security for repayment of any Recipient obligation to Merchant. In the event of any violation of this provision, Merchant will be obligated to reimburse the applicable State for any Benefits unlawfully received by either Recipient or Merchant to the extent permitted by law.

### 3. Issuance Records

- a. Merchant will be furnished instructions concerning EBT-related records to be made and kept. Such records shall be of a type kept by a merchant in the normal course of its business. Merchant shall maintain manual sales drafts for a period not less than that set forth in paragraph 3(d) hereof.
- b. Merchant agrees to separately maintain such EBT-related records as may be reasonably requested or required by the State or its EBT Service Provider and to promptly make such records available for audit upon request to representatives of the State, its EBT Service Provider, or other authorized State or Federal government agency during normal business hours.
- c. To assure compliance with this Section A, the applicable State rules and guidelines, the EBT service Provider, or other authorized State or Federal government agency will at all times, upon advance notice except in the case of suspected fraud or other similar activity, have the right to enter Merchant’s premises, during normal business hours, to inspect or evaluate Merchant’s performance under this Exhibit, or to obtain any other information required to be provided by Merchant or otherwise related to this Section A.
- d. Merchant agrees to maintain and preserve such records at all times while this Exhibit remains in effect and for a period of three (3) years following Benefit issuance, or for such additional period as applicable regulations may require. Records involving matters in litigation will be kept for a period of not less than three (3) years following the termination of the litigation. Copies of any documents in media other than paper (e.g., microfilm, etc.) related to this Exhibit may be substituted for the originals to the extent permitted under applicable law, and provided that legible paper copies can be reproduced within a reasonable time following written notice to Merchant.

#### 4. Reimbursement of Merchant for Issuances

- a. Settlement for Benefits disbursements in the form of credit for food purchases or cash, for Benefit issuances to Recipients pursuant to this Section A, and settlement for other transactions as permitted in accordance with the Rules will be made by credit or debit of funds to Merchant's designated account, in accordance with the terms of the Merchant Agreement, including but not limited to any transfers to or from such account as may be required to correct any erroneous or unauthorized transfers or issuances. Merchant hereby acknowledges and agrees that its authorization of such transfers in accordance with the terms of the Agreement likewise extends to the EBT services provided under this Section A. Such authorization shall remain in effect until withdrawn by MERCHANT upon written notice to the State or its EBT Service Provider and the State and its financial service provider will have had a reasonable time to act upon such written notice.
- b. In the event that the credit received by Merchant for Benefits issuances is less than Merchant believes is otherwise due, Merchant shall promptly notify Global Payments and the State's EBT service provider of the discrepancy; the State's EBT Service Provider and Merchant and/or Global Payments shall compare records to determine the source of such discrepancy. The State's EBT Service Provider and Merchant and/or Global Payments will negotiate in good faith to resolve any discrepancies in accordance with the Rules.

#### 5. Required Licenses

If Merchant issues FS Benefits under this Exhibit, Merchant represents and warrants to Global that Merchant is an FNS authorized merchant and is not currently suspended, disqualified or withdrawn by FNS. Merchant agrees to secure and maintain at its own expense all necessary licenses, permits, franchises, or other authorities required to lawfully effect the issuance and distribution of Benefits under this Section A, including without limitation, any applicable franchise tax certificate and non-governmental contractor's certificate, and covenants that Merchant will not issue Benefits at any time during which Merchant is not in compliance with the requirements of any applicable law.

#### 6. Term and Termination

- a. If Merchant is disqualified or withdrawn from the FS Program, Merchant's authority to issue FS Benefits will be terminated contemporaneously therewith. Such disqualification or withdrawal will be deemed a breach of this Exhibit with respect to Merchant's authority to issue Cash Benefits and Global Payments shall have the right to immediately terminate its provision of Services hereunder.
- b. With respect to the issuance of Cash Benefits only, Merchant's authority to issue Cash Benefits may be suspended or terminated immediately by Global Payments, the applicable State or its EBT service provider, in its sole discretion. Promptly thereafter Global Payments shall provide merchant with a notice specifying the reasons for such suspension or termination.
- c. Merchant may, in its sole discretion, suspend or terminate this Section A and its authority to issue Benefits, effective upon delivery of a notice of suspension or termination specifying the reasons for such suspension or termination, for any breach of this Section A.
- d. With respect to the issuance of Cash Benefits only, this Section A may also be suspended or terminated by Global Payments, the Merchant, the applicable State or its EBT service provider, in their sole discretion, effective upon delivery of a notice of suspension or termination specifying the reasons therefore if (i) any of them shall have commenced, or shall have commenced against it without dismissal within ninety (90) days, any case or proceeding relating to bankruptcy, insolvency or relief of debtors or seeking the appointment of a receiver, trustee or similar official, or (ii) if any of them shall make a general assignment for the benefit of creditors, or (iii) if any of them shall admit its inability to generally pay its debts as they become due.
- e. Merchant acknowledges that the applicable State has the right to terminate its agreement with its EBT service provider at will.
- f. In the event that Merchant's authority to issue Benefits is suspended or terminated by the State or its EBT Service Provider, and Merchant successfully appeals such suspension or termination to the State or its EBT service provider, Global Payments shall be under no obligation to Merchant to reinstate this Section A.
- g. This Section A will terminate immediately in the event Merchant's Merchant Agreement with Global Payments terminates for any reason whatsoever.
- h. All payments, accounts, documents, reports, or other matters remaining due at the suspension or termination of Merchant's authority to issue Benefits will be completed and delivered as though its authority were still in effect, and the obligations under paragraphs 3, 4, 6, 8 and 9 of this Section A shall survive any suspension or termination.

## 7. Force Majeure

Neither Global Payments, the Merchant, the State nor the State's EBT service provider will be responsible under this Section A for errors, delays or nonperformance due to events beyond their reasonable control, including but not limited to acts of God; interruption, fluctuation or non-availability of power or communications; changes in law or regulation or other acts, orders or omissions of governmental authority compliance therewith; acts of sabotage; strikes; weather conditions; fires; floods; or explosions.

## 8. Confidentiality of EBT System Information

- a. All information obtained by Merchant through its performance under this Section A shall be considered confidential information. Merchant, its directors, officers, employees and agents will treat all such information, with particular emphasis on information relating to Recipients and applicants for Benefits, as confidential information to the extent required by the laws of the State wherein Merchant issues Benefits pursuant hereto, by the laws of the United States and by any regulations promulgated there under.
- b. Individually identifiable information relating to any Recipient or applicant for Benefits will be held confidential and will not be disclosed by Merchant, its directors, officers, employees or agents, without prior written approval of the State.
- c. The use of information obtained by Merchant in the performance of its duties under this Exhibit will be limited to purposes directly connected with such duties.
- d. Except as otherwise required by law, Merchant will promptly advise the State or its EBT service provider of all requests made to Merchant for information described in this paragraph 8.
- e. Merchant will be responsible for assuring that any agreement between Merchant, any of its directors, officers, employees or agents contains a provision which appropriately addresses the confidentiality of the class of information covered by this paragraph 8.
- f. If Merchant issues Benefits in more than one State pursuant to this Section A, the law of the State in which the Benefits were issued will apply to information arising out of that transaction. In all other instances, the laws of the State where Merchant's principal corporate offices are located will apply.

## 9. EBT Service Marks

Merchant will adequately display the State's service marks or other licensed marks of the applicable EBT networks (including but not limited to the Quest mark), and other materials supplied by Global Payments or the State's EBT service provider (collectively the "Protected Marks"), in accordance with the standards set by the State. Merchant will use the Protected Marks only to indicate that Benefits are issued at Merchant's location(s) and will not indicate that Global Payments, the State or its EBT service provider endorses Merchant's goods or services. Merchant's right to use such Protected Marks pursuant to this Section A will continue only so long as this Section A remains in effect or until Merchant is notified by Global Payments, the State or its EBT service provider to cease their use or display.

## 10. Miscellaneous

- a. **Modifications to Section.** This Section A may be modified by Global Payments at any time upon notice to Merchant, provided that Merchant may, upon written notice to Global Payments, terminate this Section A upon receipt of notice of such modification.
- b. **Assignment.** Merchant agrees not to convey, assign, delegate, subcontract, novate, or otherwise transfer in any manner whatsoever any of Merchant's rights or obligations under this Section A without prior written approval of the State or its EBT service provider.
- c. **No Third Party Beneficiaries.** These terms and conditions do not create, and will not be construed as creating, any rights enforceable by any person not having any rights directly hereunder, except that the State and its Issuer (as defined in the Rules) will be deemed third party beneficiaries of the representations, warranties, covenants and agreements of Merchant hereunder.
- d. **State Action.** Nothing contained herein shall preclude the State from commencing appropriate administrative or legal action against Merchant or for making any referral for such action to any appropriate Federal, State, or local agency.
- e. **Reference to State.** Any references to "State" herein shall mean the State in which Merchant issues Benefits pursuant hereto. If Merchant issues Benefits in more than one State pursuant hereto, then the reference shall mean each such State severally, not jointly.
- f. **Order of Priority.** If any term of condition of the Merchant Agreement conflicts with or is inconsistent with any term or condition of this Section A, such terms and conditions of this Section A shall be controlling.

## SECTION B: ECOMMERCE/INTERNET SERVICES ADDENDUM

1. You agree that all e-commerce and/or internet based transactions ("eCommerce/Internet transactions") will be treated as telephone and mail order transactions as described in herein and the Merchant Agreement and that, as the customer's card is not physically present for eCommerce/Internet transactions, you may incur a chargeback on all eCommerce/Internet transactions, in accordance with the applicable rules and regulations of each applicable card association or network organization. You also agree to abide by the terms and conditions relating to telephone and mail order services set out in this Section B for Telephone and Mail Order Services.
2. You agree that your website will contain all the following information presented in a clear manner:
  - your country of domicile, provided immediately prior to the cardholder accessing payment instructions
  - merchant outlet address
  - merchant outlet country (must be presented at time of presenting payment options to consumer)
  - a complete and accurate description of the goods or services offered
  - your return/refund policy displayed on the checkout screen
  - your consumer data privacy policy and the method of transaction security used to secure cardholder account data during the ordering and payment process
  - security capabilities and policy for transmission of payment card details
  - a customer service contact, including electronic mail address or telephone number transaction currency (e.g. US dollars, Canadian dollars)
  - export restrictions (if known)
  - your delivery/fulfillment policy
  - the card acceptance brand marks in full color
3. You agree to only use an electronic commerce solution for processing eCommerce/Internet transactions that is capable of providing the required information set out by Global Payments from time to time in accordance with applicable rules and regulations of any card association or network organization, including, but not limited to:
  - an eCommerce/Internet transaction must be identified in both the authorization request and the clearing record.
  - An electronic commerce merchant must offer cardholder a data protection method such as Secure Socket Layer (SSL) or secure cardholder authentication such as 3-D Secure (Verified by Visa) and MasterCard SecureCode.
4. You agree to include the following data on a transaction receipt completed for an eCommerce/Internet transaction:
  - Merchant name most recognizable to consumers
  - Doing Business As (DBA) name as used on website;
  - Merchant Universal Resource Locator (URL); or
  - Merchant name used in the Clearing Record
  - Customer service contact, including telephone number (If merchant delivers goods internationally, include both local and internationally accessible numbers.)
  - Properly disclosed terms and conditions of the sale, if restricted
  - Exact date that free trial period ends, if offered
  - Properly disclosed cancellation policies
  - Complete and accurate description of the goods or services offered
  - Merchant online address
  - Transaction amount
  - Transaction date
  - Transaction type (purchase or credit)
  - Purchaser name
  - Authorization code
  - Unique transaction identification number
  - Return/refund policy (if restricted)
5. You agree to provide a completed copy of the transaction record to the cardholder at the time the purchased goods are delivered or services performed. You may deliver the transaction receipt in either of the following formats:
  - Electronic (e.g., e-mail or fax)
  - Paper (e.g., hand-written or terminal-generated)

6. You agree to not transmit the account number to the cardholder over the internet or on the transaction receipt.
7. You agree not to hold Global Payments or Member liable for any service option deficiency, delay, interruption, or cessation of service caused by any event that is beyond its reasonable control or for any disclosure of confidential information except where caused by its gross negligence. This clause survives termination of this Agreement.
8. You agree to take all appropriate steps to minimize cardholder disputes and chargebacks. You agree that if you exceed MasterCard International's or Visa International's threshold for chargebacks, as set from time to time, you will be subject to the appropriate MasterCard and/or Visa charges levied for non-compliance.
9. You agree not to engage in the sale of prohibited products and services or conduct business in the following areas without the specific written consent of Global Payments:
  - Online gambling and online gambling transactions (including, but not limited to, any of the following: pyramid schemes, betting, lotteries, casino-style games, funding an account established by the merchant on behalf of the cardholder, purchase of value for proprietary payment mechanisms, such as electronic gaming chips)
  - Sale of pornographic or illicit material of any type
  - Escort services
  - Goods and/or services prohibited by applicable law or under the rules, regulations or directives of any card association.
10. You agree that you will not retain or use any cardholder data without the express consent of the cardholder. You also agree that you will destroy such information in a manner rendering it unreadable.
11. You agree that any cardholder information, stored or otherwise, must be appropriately managed, controlled and protected and held in a secure manner to prevent access by unauthorized parties and prevent unauthorized use. This includes:
  - a. You will provide multiple security measures to protect cardholder databases, so that if any one security control fails, it will not result in unauthorized disclosure of account and transaction information.
  - b. You must implement controls so that the cardholder internet sessions cannot be redirected to an unauthorized website. If a cardholder is redirected to an unauthorized website, the cardholder may unknowingly disclose confidential information, account, or transaction information.
  - c. You must secure all communication between the cardholder and yourself including, but not limited to, cardholder identification, authentication information, account, or transaction information, using strong cryptography.
  - d. You must ensure that databases containing cardholder information are only accessible through tested internet interfaces designated for cardholders. Static passwords do not provide adequate security for system, database or application administrative access over the Internet to cardholder databases.
  - e. Your application process must never allow the user to enter unrestricted system or database commands. Application programs must never cause the application to fail in a way that allows users to enter unrestricted system or database commands.
  - f. Your customer support functions must only originate from approved networks and computers.
12. You agree that you also have in place, or will implement before commencing accepting transactions, the following additional measures to protect a cardholder database:
  - a. You will implement network access controls that prevent the system that hosts the cardholder database from being directly addressed from the Internet;
  - b. You will not open or run e-mail attachments or other unknown files on the internet or database servers from unknown sources. You will not use the internet or database servers as browsers to view other internet sites;
  - c. You will secure the account number by doing the following:
    - Using strong cryptography (preferably hardware which secures the cryptographic keys) if the account number must be decrypted on a computer system that can be addressed from the Internet;
    - Using strong cryptography hardware or software if the account number can only be decrypted on devices not accessible from the Internet;
    - Not storing the account and transaction information on a computer accessible from the Internet.
13. You agree that before implementing any changes on a computer system that contains account and transaction information accessible from the internet, you will validate that the changes do not adversely affect the following:
  - a. Hardware that implements security controls

- b. Software that implements security controls for account and transaction information
  - c. You also agree that, after implementation, you will validate that the appropriate security controls remain in effect.
14. You agree that MasterCard and/or Visa may permanently prohibit you or one of your owners, officers, partners, proprietors, or employees from participating in the MasterCard, Visa or Visa Electron Program, as applicable, for any reasons it deems appropriate, such as:
- a. Fraudulent activity
  - b. Presenting transaction receipts that do not result from an act between you and the cardholder (laundering)
  - c. Activity that causes Global Payments or Member to repeatedly violate the Visa International Operating Regulations or the MasterCard International Operating Regulations
  - d. Activity that has resulted in a MasterCard or Visa Regional office prohibiting you from participating in the MasterCard, Visa or Visa Electron Program
  - e. Any other activity that may result in undue economic hardship or damage to the goodwill of the MasterCard or Visa system.
15. You agree to perform periodic self-assessments regarding website security and data security as may be recommended or required by applicable rules and regulations of any card association or network organization.
16. You agree that Global Payments, Member, MasterCard, Visa, American Express and Discover have the right to perform periodic audits of your website to confirm that you are adhering to the policies and procedures laid out in this Section B, the Merchant Agreement, and any written directions issued by Global Payments and/or any applicable card association or network organization.
17. You agree to pay any fees or charges relating to eCommerce/Internet services set by Global Payments from time to time.
18. In the event of an inconsistency between the terms and conditions of this Section B and any other terms and conditions of the Merchant Agreement, the provisions of this Section B shall prevail.

## SECTION C: TELEPHONE AND MAIL ORDER SERVICES ADDENDUM

Pursuant to the Merchant , a merchant who wishes to offer telephone, mail order, internet sales or any other services where the card is not physically present must (i) obtain Global Payments' prior consent before offering such services, and (ii) comply with the terms herein and any written directions issued by Global Payments relating to such services.

Merchant shall not submit any such sale for purchase until the goods or services are shipped or performed, as applicable. Unless expressly requested by Merchant and agreed to by Global Payments, Global Payments will set up a separate account for telephone/mail order or internet sales. Merchant acknowledges that all sales where the card is not physically present will be subject to an increased risk of chargeback. By offering such services, Merchant assumes responsibility and agrees to pay Global Payments for all chargebacks relating to telephone order/mail order and/or internet sales and indemnifies Global Payments for all costs, fees and expenses in connection therewith.

1. **Prohibitions.** You will not accept telephone and mail order payments:
  - a. without a mail order form signed by the customer or without verbal authorization from the customer (for telephone orders) that authorizes the charge to a specific card;
  - b. if you have received notification that the card has been voided or revoked; or
  - c. the goods or services for sale are offered in violation of applicable laws, in a fraudulent manner, are contrary to public policy or have not otherwise been authorized under the Merchant Agreement.
2. **Processing.** You will not process any telephone or mail order charges or submit any telephone or mail order sale for purchase until the goods or services purchased are shipped or performed, as applicable.
3. **Procedure.** You will complete a sales draft for each mail order or telephone order, including the date of the transaction, in a form supplied or approved by Global Payments, by following these steps:
  - a. write or imprint the following on the sales draft: your name and merchant number and city, the cardholder's name and account number, the valid from date and expiration date of the credit card;
  - b. enter the total cash price plus any taxes. Include a short description of the goods or services involved;

- c. indicate on the signature panel of the sales draft "mail order/MO" or "phone order/ PO;"
  - d. the transaction date is the date of shipment;
  - e. provide a copy of the sales draft to the cardholder;
  - f. keep the merchant copy of each completed sales draft or credit voucher and appropriate backup documentation for a minimum of 18 months; and issue a credit voucher if the cardholder is entitled to a refund. Do not refund the amount in cash.
4. **Risk Allocation.** You acknowledge and understand that all sales processed where the card is not physically present are subject to an increased risk of chargeback. You hereby assume responsibility and agree to pay Global Payments for all chargebacks relating to telephone order/mail order sales and hereby agree to indemnify Global Payments and Member for all costs, fees and expenses in connection therewith.
5. **Liability.** You acknowledge and understand that you accept full liability for the identification of the cardholder on any telephone, fax, mail order or Internet transactions.
6. **Order of Priority.** In the event of an inconsistency between the terms and conditions of this Section B and any other terms and conditions of the Merchant Agreement, the provisions of this Section B shall prevail.