

## Advantage Program Terms & Conditions

**WHEREAS**, Merchant desires to offset their credit card processing fees by adding a surcharge to all credit card purchases through participation in the Advantage Program (the “**Program**”) offered by Company.

**WHEREAS**, Merchant agrees that as condition for participation in the Program, Merchant will comply with the following terms and conditions, which may be updated from time to time by Company, and that such updated terms and conditions shall be located at <https://www.shift4.com/pdf/Advantage-Program-Terms-and-Conditions.pdf>.

**Please read these terms and conditions carefully. By participating in the Program, Merchant is consenting to the terms described herein.**

1. **Compliance.** Merchant’s participation in the Program must be in accordance with, and Merchant accepts sole responsibility and liability with concern to its compliance with all applicable: (a) federal, state, local, and international laws and regulations including without limitation customer notices; (b) rules promulgated by any regulatory authority or any payment card network, including Visa mandate that Merchant provide it with at least thirty (30) days’ prior notice of its intention to engage in this program; and (c) industry standards, each as amended from time to time by relevant authority.

1.1 Merchant must notify Visa and Mastercard of its intent to implement a surcharging program, using the links below:

- Visa: [usa.visa.com/Forms/merchant-surcharge-notification-form.html](https://usa.visa.com/Forms/merchant-surcharge-notification-form.html)
- Mastercard: [www.mastercard.us/en-us/surcharge-disclosure-webform.html](https://www.mastercard.us/en-us/surcharge-disclosure-webform.html)

2. **Daily Discount Billing.** In order to participate in the Program, Merchant must be on Daily Discount billing. Merchant consents to, and shall indemnify, defend, and hold harmless Company, its sponsor bank, and their officers, owners, employees, and representatives harmless for all liabilities, losses, claims, damages, costs, and expenses (including reasonable attorney’s fees) whenever arising or incurred that are caused or asserted to have been caused, directly or indirectly, by or as a result of Merchant being moved to Daily Discount billing.

3. **Credit-Only Surcharging.** Surcharging applies only to Credit transactions in the United States. Debit, EBT, and prepaid transactions should not be surcharged.

4. **Prohibited States.** Surcharging is currently not allowed in the following states: Colorado, Connecticut, Kansas, Maine, Massachusetts, and Oklahoma.

5. **Signage.** Merchant will display at its location all signage and notices necessary to ensure its offering is compliant with all laws. Signage must be posted at the point of entry and at the point of sale. Merchant will be provided with stickers as part of its participation in the Program.

**6. Termination.** Company may, in its discretion, terminate this Program at any time, for any reason. Upon notice of termination, Merchant shall immediately cease surcharging any and all credit card purchases.

**7. Indemnification.** Merchant agrees to indemnify, defend, and hold Company, its sponsor bank, and their officers, owners, employees, and representatives harmless for all liabilities, losses, claims, damages, costs, and expenses (including reasonable attorney's fees) whenever arising or incurred that are caused or asserted to have been caused, directly or indirectly, by or as a result of Merchant's participation in the Program.

**8. Limitations of Liability.** Company will not be liable for any direct, indirect, incidental special, or consequential damages, however arising, even if Company has been advised of the possibility of such damages. Company's total liability for damages under the Program and, regardless of the form of action, whether in contract, in tort (including for negligence), or otherwise, shall in no event exceed the amount paid under this Agreement within the three (3)-month period preceding the first accrual of liability.

All obligations and/or rights granted under this Program are in addition to and/or supplement Merchant's obligations pursuant to its Merchant Processing Agreement with Company.