

**WHEREAS**, Merchant desires to automate the process to cover rising costs 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 [www.shift4.com/pdf/Advantage-Program-Terms-and-Conditions.pdf](http://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 and Mastercard mandates; and (c) industry standards, each as amended from time to time by relevant authority.
- 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. Note: It is recommended that Merchant consult with Customer Service prior to making any adjustments to the configurable settings within the Program, as changes can affect the application of the Daily Discount billing.
- 3. Features.** With Skytab POS, and certain legacy POS systems, Merchant will have some or all of the following features: Dual Pricing allows a Merchant to present both cash and non-cash prices on customer facing POS displays and receipts; Supplemental Fee (with discount) allows a Merchant to apply a fee to all cash and non-cash transactions including credit transactions, debit transactions, EBT transactions and prepaid transactions. Merchant retains the discretion to remove the fee on a specific transaction; and Cash Discount allows a Merchant to offer a discount for purchases made with cash.
- 4. 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. Notice must also be provided on the customer’s receipt.
- 5. Termination.** Company may, in its discretion, terminate this Program at any time, for any reason.
- 6. 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. Merchant further acknowledges that it will be liable for any fines or penalties for its non-compliance with any payment card network requirements.
- 7. 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.