

**EBT SERVICES RIDER TO BUYPASS CORPORATION  
PARTICIPATION AGREEMENT**

This EBT SERVICES RIDER (“EBT Services Rider”) to that certain (NAME OF WHOLESALER) Participation Agreement dated as of \_\_\_\_\_, 19\_\_\_\_ (the “Agreement”) by and between BUYPASS Corporation, a Georgia corporation (“BUYPASS”), and (MERCHANT’S NAME), a \_\_\_\_\_ corporation (“Merchant”), is entered by and (NAME OF WHOLESALER) and Merchant as of \_\_\_\_\_, 19\_\_\_\_.

1. GENERAL. This EBT Services Rider is intended by the parties to amend and supplement the Agreement as set forth below, and shall for all purposes be considered part of the Agreement. Except as modified by this EBT Services Rider, the Agreement shall continue in full force and effect in accordance with its terms and shall be applicable to the services provided pursuant to this EBT Services Rider.
2. DEFINED TERMS. All capitalized terms used in this EBT Services Rider and not otherwise defined herein shall have the meanings set forth in the Agreement.
3. CHOICE OF EBT PROGRAMS. Merchant will participate in and (NAME OF WHOLESALER) will provide access to the programs for debit card access to electronically distributed government benefits as agreed to between the parties from time to time (“EBT Programs”). Each EBT Program shall be treated as a “Network” for purposes of the Agreement and each debit card issued for access to government benefits issued under such EBT Programs shall be treated as an “ATM card” under the Agreement.
4. MERCHANT REPRESENTATIONS AND WARRANTIES. Merchant hereby represents and warrants that it is qualified to participate in each EBT Program it has selected in accordance with all applicable laws, regulations, rules, and administrative guidelines related to such EBT Program, including without limitation any Network rules, laws pertaining to delivery of services to EBT recipients and recipient confidentiality, 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 the Food Stamp Program. Merchant represents and warrants that it has obtained any and all consents, approvals, certifications or other evidence of authority, and has properly executed and delivered any and all applications, agreements or other documents necessary to participate and to allow (NAME OF WHOLESALER) to process and settle transactions on its behalf in each such EBT Program. Merchant shall cooperate with (NAME OF WHOLESALER) in obtaining any further consents, approvals, certifications or other evidence of authority, and executing and delivering any further applications, agreements or other documents that may be required from time to time in connection with Merchant's participation in each EBT Program and (NAME OF WHOLESALER) provision of services hereunder.

5. MERCHANT OBLIGATIONS.

- a) At all times during the term, including any renewal thereof, of this EBT Services Rider, Merchant shall remain a participant in good standing in each EBT Program selected hereunder.
- b) Merchant shall submit to BUYPASS an EBT Information Sheet (Schedule 1) as amended from time to time, for each merchant location where EBT will be offered. The EBT Information Sheet must be received by BUYPASS a minimum of eight (8) days prior to the desired activation date.
- c) Merchant shall notify (NAME OF WHOLESALER) at least thirty (30) days prior to the termination or withdrawal of its participation in any such EBT Program, or if such participation is terminated involuntarily and without prior notice to Merchant, immediately following such notice.
- d) Merchant shall pay to (NAME OF WHOLESALER) the fees set forth in the original Agreement hereto in consideration of the services provided hereunder. (NAME OF WHOLESALER) may modify the Agreement to provide for additional fees and charges for the support services for an EBT Program that imposes additional costs on (NAME OF WHOLESALER).
- e) Merchant will comply with all applicable laws, regulations, rules, or administrative guidelines related to its participation in each EBT Program and acceptance of EBT cards, including any Network rules. Without limiting the foregoing, Merchant shall not resubmit any EBT Transaction except as specifically permitted by rules related to such EBT Program. In addition, if Merchant accepts EBT under the Food Stamp Program, Merchant shall deploy and identify its terminals consistent with Department of Agriculture requirements. Merchant will not take any action that would cause (NAME OF WHOLESALER) to be in violation of any law, regulation, rule or administrative guideline applicable to an EBT Program, including any Network rules.
- f) With respect to each EBT Program in which Merchant participates, Merchant shall comply with any obligations or duties imposed on merchants participating in such EBT Program under any agreement ("Processor Agreement") between (NAME OF WHOLESALER) and the administrator of the EBT Program ("EBT Provider") pursuant to which (NAME OF WHOLESALER) is authorized to process Transactions for the EBT Program, and the EBT Provider shall have the right to directly enforce the terms and conditions of the Processor Agreement against Merchant in the event that Merchant breaches its obligations hereunder. (NAME OF WHOLESALER) will provide Merchant with a copy of any Processor Agreement which imposes obligations or duties on participating merchants or with other reasonable notice of such obligations and duties. Merchant shall not take any action that would cause (NAME OF WHOLESALER) to be in violation of any Processor Agreement.
- g) Merchant agrees that (NAME OF WHOLESALER) may release information regarding Merchant's use of the EBT Program upon request by any Federal or State agency, and that Merchant shall not have a claim or cause of action for such release of information.
- h) Merchant will accept EBT cards only for Transactions and purchases permitted under the applicable EBT Program.
- i) Regardless of Merchant's standard operating procedure for handling refunds, it shall provide refunds with respect to EBT Transactions only in accordance with applicable laws, regulations, rules, or administrative guidelines related to its participation in each EBT Program, including Network rules.
- j) If required by an EBT Program, Merchant shall seek to obtain telephone authorization of each EBT Transaction in situations in which it is unable to obtain electronic response from the card authorization system for the EBT Program. If (NAME OF WHOLESALER) processes

manual sales drafts for Merchant, Merchant shall complete any such manual sales draft for an EBT Transaction in accordance with the requirements of the EBT Program.

- k) Merchant shall maintain records of EBT Transactions as required by applicable laws, regulations, rules, or administrative guidelines related to its participation in each EBT Program, including any Network rules.
  - l) Merchant shall not use or disclose any information concerning a Recipient for any purpose not directly connected with the performance of Merchant's duties under an EBT Program.
  - m) Merchant shall not discriminate in the provision or denial of any EBT Transaction on the basis of a Recipient's disability or handicap (if any), age, race, color, religion, sex, sexual preference, political belief, national origin, creed, marital status or veteran's status.
  - n) Merchant shall provide to (NAME OF WHOLESALER) and any EBT Provider any information reasonably required by (NAME OF WHOLESALER) or the EBT Provider to assist (NAME OF WHOLESALER) or the EBT Provider in ensuring the integrity, security and successful performance of the EBT Network.
  - o) Merchant shall, at its own expense, ensure that its employees receive appropriate training in the use of equipment and procedures with respect to each EBT Program in which Merchant participates. If Merchant so requests, (NAME OF WHOLESALER) shall provide such training to Merchant's employees, provided that Merchant shall pay (NAME OF WHOLESALER) the usual and customary fees charged by (NAME OF WHOLESALER) for its employees' time in conducting such training and shall reimburse (NAME OF WHOLESALER) for employee travel, lodging and other reasonable out-of-pocket expenses incurred in conducting on-site training.
6. **NAME OF WHOLESALER REPRESENTATIONS AND WARRANTIES.** (NAME OF WHOLESALER) hereby represents and warrants that it is a qualified processor in each EBT Program identified in Schedule 1 and that it has obtained any and all authorizations, certifications or other evidence of authority, and has properly executed and delivered any and all applications, agreements or other documents necessary to participate in each such EBT Program.
7. **NAME OF WHOLESALER OBLIGATIONS.**
- a) (NAME OF WHOLESALER) shall provide the EBT services identified on Schedule 1 in accordance with the terms of this EBT Services Rider, the Agreement and applicable laws, regulations, rules and administrative guidelines applicable to each selected EBT Program, including any Network rules.
  - b) (NAME OF WHOLESALER) shall have the authority, without any liability, to terminate or suspend the provision of services hereunder with respect to each and every EBT Program, at the direction of any federal, state or other authority with responsibility for oversight or implementation of such EBT Program, or upon (NAME OF WHOLESALER) determination to terminate support for such EBT Program for all customers. If (NAME OF WHOLESALER) is directed to terminate or suspend the provision of services hereunder with respect to an EBT Program (NAME OF WHOLESALER) may also terminate or suspend provision of services hereunder for any other EBT Program without liability.
8. **Indemnification.** In addition to any indemnification obligations of Merchant set forth in the Agreement, Merchant agrees to indemnify and hold harmless (NAME OF WHOLESALER) from and

against any and all claims or losses arising out of (i) any act or omission by Merchant in violation of any applicable federal, state or local law or regulation, or rule or administrative guideline related to an EBT Program, including any Network Rule; (ii) any negligent or fraudulent act or omission or intentional misconduct by Merchant; (iii) any failure by Merchant to comply with any obligation or duty imposed on merchants participating in an EBT Program under a Processor Agreement; or (iv) any act or omission of Merchant that causes (NAME OF WHOLESALER) to breach any undertaking under a Processor Agreement, including any performance standards thereunder.

9. Limitation of Liability. In addition to the limitation of liability set forth in the Agreement, Merchant agrees and acknowledges that (NAME OF WHOLESALER) shall have no liability to Merchant arising out of any act or omission by an EBT Provider. Without limiting the foregoing, BUYPASS shall have no liability to Merchant for an EBT Provider's rejection, chargeback or other failure to fully process in the ordinary course and without penalty any adjustment based upon a restriction on EBT Provider's ability to process such adjustment to the account of a recipient of government benefits, regardless of whether the error being adjusted was caused in whole or in part by BUYPASS.
  
10. Term and Termination. This EBT Services Rider shall be effective as of the date first written above and shall continue in full force and effect until the expiration or termination of the Agreement in accordance with its terms.
  
11. DELUXE EBT PROGRAM. If Merchant is a participant in an EBT Program in the State of Kansas, Louisiana, (or any other state where Deluxe Data Systems, Inc. ("Deluxe") is the prime contractor for the state), Merchant agrees that Deluxe, which is the EBT Provider for those states, shall have no liability to Merchant arising out of Deluxe's management of the EBT Program or processing of Transactions except for Merchant's direct damages caused by fraud or intentional misconduct committed by Deluxe's employees. In no event shall Deluxe be liable to Merchant for indirect, incidental or consequential damages. Merchant agrees and acknowledges that Deluxe is a third party beneficiary of this EBT Services Rider for purposes of this limitation of liability.

IN WITNESS WHEREOF, the parties hereto have executed this EBT Services Rider by their duly authorized representatives as of the date first written above.

\_\_\_\_\_  
**(WHOLESALER)**

\_\_\_\_\_  
**(MERCHANT)**

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

.....

\_\_\_\_\_  
 Name (Printed)

\_\_\_\_\_  
 Name (Printed)

.....

Title

.....

Title

**SCHEDULE 1**

**EBT INFORMATION SHEET**

**I. MERCHANT INFORMATION**

Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ County \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

BUYPASS Merchant Number \_\_\_\_\_

State-required number (FCS# or CA# or AO#)

Requested Live Date \_\_\_\_\_ States requested

**II. EBT PROGRAMS**

BUYPASS shall provide Merchants access to, and permit Merchants to participate in, the programs for debit card access to electronically distributed government benefits as listed below.

(i) PLEASE INDICATE THE APPROPRIATE PROGRAM(S):

Check Program(s): Both Food Stamps & Cash Benefits \_\_\_\_\_ Food Stamps Only \_\_\_\_\_ Cash Benefits Only \_\_\_\_\_

If Cash Benefits: Purchase with Cash Back \_\_\_\_\_ Cash Issuance (Cash Back Only) \_\_\_\_\_  
a.m. a.m.

If Cash Issuance: Limit Amount \$ \_\_\_\_\_ Hours: From \_\_\_\_\_ p.m. To \_\_\_\_\_ p.m.  
(Please circle days cash benefits issuance will be available)

SUN MON TUES WED THUR  
FRI SAT ALL .....

(ii) ELECTRONIC VOUCHERS: Yes \_\_\_\_\_ No \_\_\_\_\_

Merchant (check one) elects \_\_\_\_\_ does not elect \_\_\_\_\_ to support the issuance of FS Benefits through manual benefit voucher.

**Note:** Manual vouchers may not be used unless submitted to BUYPASS via electronic voucher. Please do not mail manual vouchers to BUYPASS or to contractor.

For Internal Use Only:

Date Received \_\_\_\_\_ Live Date \_\_\_\_\_

