

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

This EBT SERVICES RIDER (“EBT Services Rider”) to that certain Participation Agreement dated as of _____, _____ (the “Agreement”) by and between BUYPASS Corporation, a Georgia corporation (“BUYPASS”), and _____, a _____ corporation (“Institution”), is entered by and between Institution 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 Institution 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 Institution to process and settle transactions on its behalf in each such EBT Program. Merchant shall cooperate with Institution 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 Institution 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 Institution 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 Institution the fees set forth in the original Agreement hereto in consideration of the services provided hereunder. Institution may modify the Agreement to provide for additional fees and charges for the support services for an EBT Program that imposes additional costs on Institution.
- 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 Institution 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 Institution and the administrator of the EBT Program ("EBT Provider") pursuant to which Institution 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. Institution 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 Institution to be in violation of any Processor Agreement.
- g. Merchant agrees that Institution 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 Institution 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 Institution and any EBT Provider any information reasonably required by Institution or the EBT Provider to assist Institution 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, Institution shall provide such training to Merchant's employees, provided that Merchant shall pay Institution the usual and customary fees charged by Institution for its employees' time in conducting such training and shall reimburse Institution for employee travel, lodging and other reasonable out-of-pocket expenses incurred in conducting on-site training.

6. INSTITUTION REPRESENTATIONS AND WARRANTIES. Institution 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. INSTITUTION OBLIGATIONS.

- a. Institution 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. Institution 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 Institution determination to terminate support for such EBT Program for all customers. If Institution is directed to terminate or suspend the provision of services hereunder with respect to an EBT Program, Institution 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 Institution 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 Institution 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 Institution shall have no liability to Merchant arising out of any act or omission by an EBT Provider. Without limiting the foregoing, Institution and its processor ,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.

(INSTITUTION)

(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
------	----------	-------	------	------