



## Gift Card Set Up

Retail Cloud Sales Rep:   
Email:  Phone:

### Merchant Contact Information

Name of Corporation/Partnership:   
DBA Name:

Address:   
City:  State:  Zip Code:

Primary Contact:  Email:   
Phone:  Fax:

Billing Contact:  Email:   
Phone:  Fax:

### Processing Fees:

There are no monthly fees. The first 100 standard gift card transactions of every month are free. For every standard gift card transaction after that, there is a fee of \$0.10. There are no fees for balance checks. Fees will be debited from your credit card or checking account the first week of each month.

### Method of Payment for Monthly Fees:

Credit Card     ACH (Please include voided check)

### Credit Card Billing Authorization:

Name of Credit Cardholder:

Card Number:  Exp. Date (MM/YY): / CVV:

**Certification of Authority:** The undersigned (we/I) certify and affirm, under penalty of perjury, that the card information given here has been fully authorized and approved by the managing body or cardholder.

Signature:  Printed Name:  Date:

## Card Printing:

**Type of Card Design:**  Custom  Stock  Ship cards to sales rep instead of merchant.

Stock cards ship 2-3 days from proof approval. Custom cards ship 10-12 days from proof approval. Shipping is not included in the cost or time frame. Fees will be debited from method of payment within one week of shipment.

Number of cards:  Cost per Card: \$  Press Set Up Fee: \$

### Expiration Date:

Gift Cards will remain valid for  years from activation date.

Federal law requires all gift cards to be valid for a minimum of 5 years. Please check your state laws regarding expiration dates and inactive fees. Expiration dates and fees **MUST** be clearly disclosed on the back of the card.

### Method of Payment for Cards:

Credit Card  ACH (Please include voided check)

Credit Card Billing Authorization:

Name of Credit Cardholder:

Card Number:  Exp. Date (MM/YY): / CVV:

**Certification of Authority:** The undersigned (we/I) certify and affirm, under penalty of perjury, that the card information given here has been fully authorized and approved by the managing body or cardholder.

Signature:  Printed Name:  Date:

## Retail Cloud Processing Information

Number of Retail Cloud systems:

Is Credit Card software installed?  Yes  No

Transaction Processing Method:  Landline  Ethernet  Ethernet with Landline Back Up

# Smart Transaction Systems Terms and Conditions for Merchant Agreement

This Agreement to accept and process electronic Stored-value cards is made between you, the Merchant (also "you" and "your(s)"), and Smart Transaction Systems, Inc. (also "STS", "we", "us" and "our(s)"), and is incorporated by reference in this Application for Merchant Agreement which you have signed and filed with us (the "Application"). According to the terms of this Agreement and any applicable operating procedures, you agree to participate in our Stored-value processing Program (the "Program"), honor Stored-value cards, and submit the necessary information and electronic data to us for processing. We agree to provide authorization and processing services. This Agreement will be binding upon the successors, assignees and legal representatives of the parties. The terms of this Agreement and the Program it authorizes are subject to all applicable state, local and federal laws. We reserve the right to cancel this agreement at any time for your failure to comply with the terms of this Agreement. In addition to this document, this Agreement includes your Merchant Application, any operating procedures, Quick Reference Guide, schedule or addenda that we have provided or may provide from time to time, or may be provided by any organization through which we derive Program authority.

- 1. STORED-VALUE CARD ACCEPTANCE:** You agree to be responsible for the actions of your employees while acting in your employ.
- 2. TRANSACTION PROCEDURES:** **A.** Authorizations must be obtained for every transaction. **B.** If the Stored-value card has expired or the funds have been depleted, refer your internal merchant policy to re-activate, re-issue or accept a different form of payment for the balance for goods and services. Return Stored-value card and customer copy of the sales draft to the customer.
- 3. RETURNS AND EXCHANGES:** **A.** You agree to establish and maintain a fair and uniform policy consistent with your existing operation procedures for the exchange and return of merchandise purchased with a Stored-value card. **B.** All disputes involving the goods or services purchased with a Stored-value card will be settled between you and the cardholder. You agree to indemnify and hold us harmless from any claim or liability relating to any such dispute. **C.** Any internal operating policy regarding non-cash credit through the use of the Stored-value card program is your expressed decision. You agree to indemnify and hold us harmless for any claim relating to any dispute regarding your non-cash credit policy.
- 4. CHARGES AND ASSESSMENTS:** **A.** You agree to pay processing and settlement fees as set forth in the attached fee schedule for the processing and settlement of all Stored-value card transactions. **B.** At our option, the fee will be calculated and charged on the 15th of each month. **C.** Your fee schedule, which is detailed in our proposal letter, sets forth fee charges and assessments. Fees and assessments subject to change, however we will provide you with written notice of said changes at least 90-days prior to the date that the change goes into effect. Fees and assessments are payable by you with respect to any processing fees, purchase or rental fees for POS equipment, card stock, setup fees, charges for supplies and charges for promotional materials.
- 5. EQUIPMENT:** **A.** If you are implementing a new Stored-value card program at your establishment, you agree to obtain from a third party or us the number of electronic terminals you will need. **B.** You agree to arrange and pay for the installation of any necessary telephone lines, jacks and other equipment to operate the POS terminals for the purpose of Stored-value card acceptance. **C.** If you rent POS terminals from us, you agree that the POS terminals will remain our exclusive property. In the event of termination of this agreement, you will return these rented POS terminals to us on demand, in good condition, with only reasonable wear and tear accepted. **D.** In no event will we be liable to you or your customers for special, collateral, incidental or consequential damages arising out of the operation or failure of the equipment. You agree to indemnify and hold us harmless from any claim or liability relating to the operation of or failure of the equipment.
- 6. DESIGNATED AUTOMATIC FUNDS TRANSFER ACCOUNT:** **A.** You authorize us to initiate and/or transmit automatic credit and/or debit entries to account and depository of your choice identified in this Application for Merchant Agreement or in any subsequent written designation (Designated Automatic Funds Transfer Account). This authority includes, but is not limited to, the initiation and transmission of such entries, request or orders as may be necessary to: 1) Debit or charge the Designated Automatic Funds Transfer Account for any fees, or other reimbursements due to us under the terms of this Agreement or our operating procedures; 2) Reverse or adjust any entries made in error or by mistake however caused, or, 3) Revoke any provisional credit with respect to any entry or group of entries. **B.** You agree to be bound by all applicable terms and provisions of the rules of the National Automated Clearinghouse Association (NACHA) or other applicable association or network, in effect from time to time. **C.** You agree that we may adopt or use such schedules, facilities, intermediaries and/or means of transmission, or alternatives as we believe suitable and that we accept no undertaking and make not warranty or assurances regarding the date or time at which entries will be received by, credited to or debited from the Designated Automatic Funds Transfer Account. **D.** You acknowledge that we have no control over you, your agents or employees, intermediaries such as NACHA or other facilities involved in the initiation or transmission of entries to and from the Designated Automatic Funds Transfer Account, and that such facilities or intermediaries may be damaged, impaired or other wise fail to function properly or timely due to circumstances beyond our control. You agree that we shall have not responsibility or liability for any loss or damage resulting, wholly or partial, from such failures or circumstances beyond our control, and you assume the risk of any such loss or damage. **E.** You acknowledge that we are providing ACH Services at cost and that we would not do this if we were exposed to liability and cost other than those required by law. Consequently you agree that we shall not be liable to any extent not required by Article 4.5 of the Colorado Uniform Commercial Code. You agree that in no event shall we be liable for any indirect or consequential losses or damages, damages to person or property, or any loss of profits notwithstanding notice to us of the possibility of such losses.
- 7. AMENDMENTS:** **A.** You agree that we shall have the right to change the rules, procedures, terms and conditions under this Agreement. We agree to inform you of the changes at least 10 of our business days before the change becomes effective. **B.** We may change the fees from time to time and will give you notice of the change at least 30 calendar days before the change becomes effective. **C.** This Agreement may not otherwise be amended except by written agreement between the parties.
- 8. LEGAL LIABILITY:** **A.** Should it be necessary for either party to initiate legal action to enforce its rights under this Agreement, the prevailing party will be reimbursed by the other party for all cost and expenses, including reasonable attorney's fees, incurred by this legal action. **B.** We agree to exercise due care in processing Stored-value card transactions. We will have no liability for any acts or omissions due to any cause or conditions beyond our reasonable control. Our sole liability to you or any third party will be to correct such errors or omissions that are within our power and authority to correct. In no event will we be liable for any indirect, consequential, special, exemplary or punitive damages, even if we have been advised of the possibility of such damages.
- 9. ARBITRATION:** You and we agree that any and all claims, demands, disputes or controversies of every kind or nature between us arising out of or related to this Agreement, as to the existence, applicability, construction, validity, interpretation, performance or non-performance, enforcement, operation, or breach thereof, which is not otherwise settled by your agreement, shall be submitted to, determined and decided by arbitration, held at Boulder, Colorado in accordance with the provisions of the Colorado Uniform Arbitration Act, or any successor statute.

## The Merchant:

## Smart Transaction Systems, Inc:

Signature:

Signature:

Printed Name:

Printed Name:

Title:  Date:

Title:  Date: