> Your Merchant Statement Guide

How to Read Your Statement

Header

Billing Address – The billing address given at the time of set-up.

Merchant Billing Detail – (upper righthand side of statement) Information identifying you and your specific relationship with us.

1. Your Resources For Help

Included here you will find information to contact Customer Service.

2. News For You

Space for important information updates.

3. Summary

The Summary section provides a quick overview of your transactions and total net deposits for the month. Debits such as Chargebacks, Adjustments and other Billing Items and Fees will show up in this section as well.

4. Deposit Recap

The Deposit Recap section details the transactions and associated charges by card type and/or Debit Network.

5. Deposits

The Deposits section details individual batch totals.

6. Chargebacks

The Chargebacks section provides information regarding any debits or adjustments received due to chargeback activity, reason for the chargeback and reference numbers.

7. Adjustments

The Adjustments section provides information regarding any changes made to an individual transaction due to post-settlement discrepancies.

8. Visa/MasterCard Charges

The V/MC Basic Charges section allows you to view your activity and charges based on individual Interchange Category. This information will help you determine the reason for downgrades and surcharges.

9. Electronic Benefit Transaction (EBT) Charges

The EBT section of the billing statement details all associated charges for EBT transactions, if applicable.

10. Point of Sale (POS) Debit Charges

The POS Basic Report provides detailed information regarding online debit sales and charges by the Regional and Local Network used. Only the Debit networks for which you signed up will appear in this section.

11. Electronic Check Charges

The Electronic Check Charges section provides information about monthly electronic check processing transaction volume, if applicable.

12. Other Transaction Charges

This section provides information regarding any sales and charges incurred from any non-bank card items settled through our system.

13. Authorization Fees

The Authorization Fees section provides information regarding any fees incurred due to the processing of V/MC transactions which were passed through our Network. This may include AMEX, Discover, Voice Authorizations or Foreign Network Authorization Charges.

14. Other Fees

The Other Fees section provides information regarding any one-time or monthly fees, such as monthly statement fees, etc.



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Important Information Regarding Your Merchant Account

Terms & Conditions

Condensed below are some key terms and conditions that govern our processing of card transactions for you. Please refer to your merchant agreement, the Merchant Operating Guide ("Guide"), and/or the Merchant Terms of Service ("MTOS") for detailed disclosure of terms governing transaction processing services. If there is a discrepancy between any provision in the merchant agreement, the Guide, or the MTOS and the Terms & Conditions, these Terms & Conditions prevail. Your use of our processing services indicates your agreement with these Terms & Conditions, as well as your agreement with the merchant agreement, Guide, and MTOS, as applicable.

- > Merchant may not set minimum purchase amounts, surcharge card transactions, disburse cash (except on debit card transactions), or require cardholders to provide any personal information (e.g., phone number or address). Merchant may only process transactions for the location registered with us and may not process transactions for any other business or location.
- > Merchant is responsible for identifying the cardholder, verifying the signature and expiration date on the card for card present transactions. Merchant must obtain a Code 10 voice authorization on any suspicious transaction and follow any instructions given by the operator.
- > Merchant must obtain authorization via telephone or electronic device from the designated authorization center prior to completing each transaction. Such authorization, however, is NOT a guarantee of an accepted payment transaction.
- > Merchant may not accept mail/telephone order or Internet transactions; accept partial payments; or accept deposits for future services without our prior approval. For mail/telephone order and Internet transactions, Merchant warrants the identity of the cardholder.
- > Payments to Merchant are provisional and subject to chargebacks and adjustments. Merchant is fully liable to us for all transactions returned to us for whatever reason, such returns being known as "chargebacks." Merchant agrees to accept all chargebacks and will be liable to us in the amount of any sale that the cardholder or card issuer disputes.
- > Merchant discount fees are calculated on gross volume.
- > Merchant account is subject to termination fees, swap fees, and annual fees, along with retrieval and/or chargeback fees, applicable sales tax, and supply fees.
- If Merchant's account has no activity for a period exceeding 365 days, Merchant may be deemed to have closed its account and will be assessed a termination fee.
- > We may change or add to these Terms & Conditions. We will inform Merchant of a change/addition in a periodic statement or other written notice. Merchant will be deemed to have agreed to the change/addition if Merchant continues to present transactions to us after 30 days following the mailing of the notice.
- > Notwithstanding the previous sentence, changes/additions to fees will be effective upon notice to Merchant, unless a later effective date is provided. We may pass through to Merchant any fee increases imposed by Visa^{*}, MasterCard^{*}, other payment networks, telecommunications vendors, or other third parties without giving Merchant the right to terminate.

Glossary of Terms

Adjustment Fee – a fee charged for adjustments made to deposits due to errors made by Merchant.

Administration/Service Fee – a fee charged for ongoing services to the Merchant account.

Annual Fee – a fee charged one time each year to cover certain operational expenses incurred by us during the prior year.

Authorization Fee – a fee that is charged each time authorization is obtained on a bank card or non-bank card transaction.

AVS Fee – a fee assessed each time address verification is obtained either by a Point of Sale (POS) device or by calling the voice center.

Chargeback Fee– a flat, per occurrence fee that is charged to cover processing charges incurred because a transaction is being disputed by the cardholder or card issuer.

Equipment Fee – a fee charged for POS terminals, printers, imprinters and any other equipment used by Merchant.

Maintenance Fee – a fee charged for changes to the Merchant account after the initial set up.

Membership Fee – a fee charged either monthly, quarterly, or annually for participation in a merchant bankcard program.

Minimum Discount Fee – the minimum amount billed monthly for discount fees. If the actual discount due is not equal to or greater than the minimum, the merchant will be charged the minimum discount fee.

Network Access Fee – a fee charged for providing POS terminal access to the electronic network, including authorizations and declines.

Retrieval Fee – a flat, per occurrence fee charged to cover processing charges incurred by the request from the cardholder or card issuer for a legible draft copy.

Supply Fee – a fee charged Merchant for supplies, such as printer paper, sales and credit drafts, and printer cartridges.

Swap Fee– a fee charged for exchanging Merchant 's current equipment, such as POS terminals, printers, and imprinters, for different, new, or updated equipment.

Billing Disputes

Merchant is responsible for paying us for services rendered in accordance with the schedule of fees furnished to Merchant, which may be amended from time to time. Merchant is responsible for examining all statements and reporting any questions or billing disputes to us in writing within 30 days from the date the statement is mailed. Billing questions or disputes should be addressed to: Electronic Merchant Systems Inc, 3612 Forest Drive, Alexandria, VA 22302. If Merchant fails to notify us in a timely fashion regarding a dispute, Merchant is deemed to have accepted its statement and to have waived any claim. We are not responsible for any interest, NSF, accounting, bank or related fees due to untimely and/or inaccurate deposits and/or billings caused by Merchant or us.

For more information about your statement or frequently asked questions, please visit our website at: www.elect-mer.com, or contact Customer Service: (800)476-5020.

