

## SPECIAL SERVICES ADDENDUM TO MERCHANT CARD PROCESSING AGREEMENT

This SPECIAL SERVICES ADDENDUM (the “Addendum”) is made a part of the terms and conditions of the Merchant Card Processing Agreement (the “Agreement”) and the Application for processing services that Merchant signed (the “Application”). Under the Agreement, Merchant has agreed to comply with all terms and conditions of the Addendum. This Addendum describes additional requirements that Merchant is to follow for the special card processing services referred to herein. Requirements set forth herein are in addition to requirements set forth in the Agreement, the Operating Guide and the Operating Rules.

### Travel and Entertainment Services

- A. Advance Payment Service
- B. Reservation Service
- C. T&E Advance Deposit Service
- D. Priority Check-Out Service
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### Other Special Services

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- B. CPS/Small Ticket
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- D. Small Ticket Payment Service
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- H. Visa Cash Back Service
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- N. Fleet Service Merchants

All capitalized terms used in this Addendum and not otherwise defined herein shall have the meanings assigned to them in the Agreement or Application.

### 1. Definitions.

**1.01** Account Funding Transaction - Use of a Card to fund another account, such as a prepaid Card account.

**1.02** Advance Payment Service - A Visa service that allows a Cardholder to use his or her Card for a partial or complete advance payment for recreational services or activities provided by an Advance Payment Service Merchant.

**1.03** Advance Payment Service Merchant - A non-T&E Merchant participating in the Advance Payment Service, whose primary function is to provide recreational services to tourism and travel.

**1.04** Advance Payment Service Transaction - A Transaction completed by an Advance Payment Service Merchant.

**1.05** Car Rental Company - A merchant whose primary business is the rental of passenger vehicles.

**1.06** Central Reservations Service - An entity that acts as a reservations resource for lodging establishments located in close proximity to each other.

**1.07** CPS/Small Ticket - A Visa-offered service designed to meet the special Card acceptance and operating procedures of certain Merchants involving small dollar transactions.

**1.08** Dynamic Currency Conversion - A conversion of currency in which goods or services are normally priced into a different currency, as agreed upon by the Cardholder and Merchant.

**1.09** Small Ticket Payment Service - A Visa service that permits certain Merchants (e.g., certain local commuter passenger transportation, taxicabs and limousines, bus lines, toll and bridge fees, restaurants, fast food restaurants, news dealers, newsstands, laundries—family, commercial, dry cleaners, quick copy, reproduction, and blueprinting services, parking lots and garages, car washes, motion picture theaters and video tape rental stores) to process Card Transactions using special procedures as outlined in the Visa Operating Rules.

**1.10** Lodging Merchant - A merchant that sells overnight accommodations intended for a limited period of time.

**1.11** No Signature Required Service -- A Visa Point of Sale service that permits certain No Signature Required Merchants (e.g., certain local commuter passenger transportation, taxicabs and limousines, bus lines, toll and bridge fees, restaurants, fast food restaurants, news dealers, newsstands, laundries—family, commercial, dry cleaners, quick copy, reproduction, and blueprinting services, parking lots and garages, car washes, motion picture theaters and video tape rental stores; or certain convenience stores, filling stations—automotive gasoline, and drug stores, pharmacies) to process Card Transactions under \$25 using special procedures as outlined in the Visa Operating Rules.

**1.12** Peak Time — The period of time designated by a car rental company which may include: (1) legal holidays, including three day weekends, (2) resort rentals during seasons best suited for the resort’s activities, and (3) special events which draw attendees from outside the local area.

**1.13** Priority Check-Out Service - A Visa service provided that allows a Cardholder to authorize the use of the Cardholder’s Card for payment of the total obligation to the Lodging Merchant with or without prior knowledge of the total amount, by signing a completed Priority Check-Out Agreement.

**1.14** Priority Check-Out Agreement - A written agreement that, when bearing the Cardholder’s signature, authorizes a Lodging Merchant participating in Visa’s Priority Check-Out Service to deposit a Charge without the Cardholder’s signature for the total amount of the Cardholder’s obligation.

**1.15 Supermarket Incentive Program** - A Visa program that permits certain supermarket merchants to qualify for reduced interchange reimbursement fees.

**1.16 T&E Advance Deposit Service** - A Visa service that a Lodging Merchant or Car Rental Company provides to a Cardholder, allowing use of a Visa Card to pay in advance deposit required to reserve accommodations or a vehicle.

**1.17 T&E Cash Disbursement Service** - A Visa service which permits a T&E Merchant to make cash disbursements to Cardholders producing certain Visa Cards.

**2. Advance Payment Service.** A Merchant participating in the Advance Payment Service must:

A. Accept all Cards (of the types which Merchant has agreed to accept under the Merchant Agreement) for advance payment when the Cardholder agrees to the Advance Payment Service;

B. Determine the amount of the Advance Payment Service transaction. The transaction amount must not exceed the total price of the reserved services or activity;

C. Inform the Cardholder of the following: (1) total price of the services or activity, (2) advance payment amount, (3) advance payment confirmation code, and (4) cancellation terms. If a cancellation request is not received within the cancellation time specified by the Merchant, the Cardholder must forfeit the advance payment amount;

D. Obtain all of the following Cardholder information: (1) Cardholder's Account number, telephone number, and mailing address, (2) Card expiration date, and (3) the name embossed on the Card;

E. Merchant must complete a Charge Record for the amount of the advance payment, including all of the following: (1) words "Advance Payment" on the signature line, (2) Cardholder Account number, telephone number, and mailing address, (3) Card expiration date, and (4) the name embossed on the Card;

F. Merchant must follow normal Authorization procedures. Merchant must mail a written confirmation to the Cardholder, with: (1) a copy (on which the card expiration date and all but the last four digits of the card number are suppressed) of the Charge Record and (2) Merchant's cancellation policy, including any applicable limitations relating to "bad weather" cancellations. For an advance payment made less than 72 hours prior to the scheduled commencement of services, a written confirmation is required only upon Cardholder request; and,

G. Merchant must: (1) accept all cancellation requests, provided that the request is made prior to the specified cancellation date and time, (2) provide a cancellation number and advise the Cardholder to retain it in case of a dispute. (3) complete a Credit Voucher for the amount of the advance payment with all of the following information: (a) words "Advance Payment" on the signature line, (b) Cardholder Account number and mailing address, (c) Card expiration date, (d) the name embossed on the Card, and (e) the

cancellation number. Merchant must mail a copy (on which the Card expiration date and all but the last 4 digits of the Card account number are suppressed) of the Credit Voucher to the address indicated by the Cardholder within 3 business days from the transaction date.

**3. Reservation Service.** If Merchant provides lodging (hotel, motel, resort or inn) or car rentals only for "Specialized Vehicles" (e.g., a unique class of vehicle not in the Merchant's main rental fleet and not constituting more than five percent (5%) of Merchant's rental fleet), Merchant may use certain Card types specified by Bank to guarantee a reservation by obtaining the name of Cardholder, the Card account number and expiration date, and the Cardholder's address if written confirmation is requested, and by completing the following procedures:

A. Verbal Confirmation. Verbally confirm to the Cardholder the reservation by stating the following information:

1. Cardholder's name, the Card account number and expiration date as provided by the Cardholder;

2. name and exact address, including street, city and state of the location of the lodging check-in or Specialized Vehicle pick up;

3. reservation confirmation code (advising the Cardholder to retain it);

4. rate and any other details relating to the reservation; and,

5. provisions of the guaranteed reservation relating to the Cardholder's obligations and any other cancellation details related to the reservation as specified below.

B. For Lodging Merchants:

1. Inform the Cardholder that lodging accommodations will be held until check-out time on the day after the scheduled arrival date unless cancelled by 6:00 p.m. (local establishment time) on the scheduled arrival date.

2. For establishments requiring cancellation before 6:00 p.m. (local establishment time) on the scheduled arrival date, the cancellation time must not exceed 72 hours before the scheduled arrival date. If the cancellation is required before 6:00 p.m. on the guaranteed arrival date, the Cardholder must be provided with the specific written cancellation policy, including the date and time the cancellation privileges expire. If a reservation is made less than 72 hours before the scheduled arrival, the cancellation procedure of 6:00 p.m. (local establishment time) on the scheduled arrival date will apply. Inform the Cardholder that if he has not checked in by check out time on the day after his scheduled arrival and the

reservation was not properly cancelled, he will be billed for one night's lodging plus applicable tax.

C. For Car Rental Merchants:

1. Inform the Cardholder that the Specialized Vehicle will be held until the scheduled pick-up time, unless the reservation is cancelled by the specified cancellation time, which must not exceed 72 hours before the scheduled pick-up time.
2. If the reservation is made less than 72 hours before the scheduled rental, the cancellation period must be no earlier than 8 hours before the scheduled pick-up time.
3. If a Cardholder reserves a vehicle during Peak Time, the car rental company must inform the Cardholder that the reservation: (1) is within a Peak Time and explain the meaning of Peak Time, and (2) may be cancelled without penalty anytime up to 8 hours before the scheduled rental time.

D. Written Confirmation. Provide the Cardholder with the written confirmation specified below.

1. For Lodging Merchants. If requested, provide a written confirmation to the Cardholder, including the information specified in subsection (A) above.
2. For Car Rental Merchants. Provide a written confirmation to the Cardholder, including the information specified in subsection (A) above. For reservations made less than 72 hours before the scheduled pick-up time, written confirmation is required only upon the Cardholder request.

E. No Show Charges. Advise the Cardholder of the billing for a No Show Charge as specified below. (a "No Show Charge" is a charge by Merchant resulting from the Cardholder's failure to use the reservation). The No Show Charge must have an Authorization Code and must bear the words "No Show" on the signature line of the Charge Record or as otherwise specified by Bank.

1. For Lodging Merchants. If the Cardholder has not checked in by check-out time the day following the scheduled arrival date, and if the reservation was not properly cancelled, the Cardholder may be charged for one night's lodging (including tax).
2. For Car Rental Merchants.

(a) If the Merchant held the Specialized Vehicle and the vehicle has not been rented by the scheduled pickup time and the reservation was not properly cancelled, Merchant may bill the Cardholder a No Show Charge. The amount of the No Show Charge may vary, but may not exceed the value of 2 days' rental (including tax). If the Cardholder Account is charged a No Show Charge for a reserved

Specialized Vehicle, Merchant must hold the Specialized Vehicle available for the Cardholder for the period of time represented by the No Show Charge.

(b) For a car rental during Peak Time, if the Cardholder has not rented the vehicle by the end of the guarantee period and the reservation was not properly cancelled, the Merchant may bill the Cardholder a No Show Charge in an amount not to exceed one day's rental, plus the applicable tax.

F. Cancellation Procedures.

1. Accept a cancellation request from a Cardholder provided the cancellation request is made before the specified cancellation time. Provide the Cardholder with a cancellation code and advise the Cardholder to retain it in case of dispute. If requested, provide the Cardholder with written confirmation of the cancellation including the Card's embossed name, account number (with all but the last four digits suppressed if required by applicable law), Card expiration date (unless prohibited by applicable law), the cancellation code and the details related to the cancelled reservation.
2. If a Cardholder is traveling to a car rental location by airline and the flight is cancelled or the airport is closed, the Cardholder may cancel a Peak Time reservation without penalty up to one hour before the scheduled rental time.

G. Scheduled Reservation Date Procedures.

1. If the reserved lodging accommodations or Specialized Vehicle has not been rented or cancelled by the specified cancellation time, the lodging accommodations or Specialized Vehicle must be held available in accordance with the reservation.
2. If the Cardholder does not cancel or claim the reservation within the prescribed time, Merchant may submit a No Show Charge (including tax) with the Cardholder's name, Card account number and expiration date and the words "No Show" on the signature line of the Charge Record, or as otherwise specified by Bank.
3. Merchant must obtain an Authorization Code for the No Show Charge in accordance with the Authorization provisions in this Agreement.

H. Alternate Lodging or Specialized Vehicle. If the guaranteed lodging or Specialized Vehicle is not available, Merchant must provide alternate accommodations or an alternate Specialized Vehicle as specified below at no charge to the Cardholder.

1. For Lodging Merchants:

- (a) Provide the Cardholder with at least comparable lodging for one night at another establishment.
- (b) Provide transportation for the Cardholder to the other establishment.
- (c) If requested, provide the Cardholder with a 3-minute telephone call.
- (d) If requested, forward all messages and calls for the Cardholder to the alternate establishment.

2. For Car Rental Merchants:

- (a) Provide the Cardholder with at least a comparable Specialized Vehicle from another car rental merchant for the period of time guaranteed.
- (b) Provide transportation for the Cardholder to the location of the other car rental merchant.
- (c) If the vehicle guaranteed as a Peak Time reservation is unavailable, provide the Cardholder with a comparable vehicle no later than one hour from the scheduled rental time. If a comparable vehicle cannot be provided within one hour, provide the following services at no charge to the Cardholder: (a) transportation to the Cardholder's destination; (b) delivery of a comparable vehicle to the Cardholder's destination within 8 hours from the scheduled rental time; and (c) transportation, vehicle delivery, and one day's car rental.

**4. T&E Advance Deposit Service.**

A. Reservations.

1. Determine the amount of the T&E Advance Deposit the "Deposit") by the Cardholder's intended length of stay. The amount must not exceed:

- (a) For Lodging Merchants, the cost for 14 nights' accommodation;
- (b) For a Car Rental Merchant, the cost of the intended term of rental, not to exceed 14 days' rental.

2. Apply the amount of the Deposit to the total obligation. Merchant may not process a "No Show" charge under the Reservation Service, in addition to the Deposit.

3. Inform the Cardholder of (a) the total obligation; (b) the reserved accommodation or car rental rate and the transaction amount; (c) for Lodging Merchants and Car Rental Merchants, the exact name and location of the Merchant; (d) the advance deposit requirements; (e) the cancellation requirements; (f) for Lodging the accommodations will be held for the number of nights used to determine the amount of the Deposit; and (g)

for Car Rental Merchants, the vehicle will be held for the number of days used to determine the amount of the Deposit.

4. Obtain the Cardholder's name, Card Account number and expiration date, as well as the Cardholder's telephone number, mailing address, scheduled date of arrival, embarkation or rental and, for Lodging Merchants, the intended length of stay and for Car Rental Merchants, the term of the rental.

5. Inform the Cardholder that if changes in the reservation are requested, written confirmation will be provided at the Cardholder's request.

6. Advise the Cardholder of the conditions for forfeiture of the amount of the Deposit as follows:

(a) For Lodging Merchants: If the Cardholder has not checked in by check-out time the day following the last night of accommodation used to determine the amount of the Deposit or if the reservation was not cancelled by the specific date and time, the Cardholder will forfeit the entire amount of the Deposit or the portion that is in accordance with Merchant's stated cancellation policy.

(b) For Rental Car Company: If the Cardholder has not rented the vehicle by the end of the last day of the rental period used to determine the amount of the transaction or if the reservation was not cancelled by the specified date and time, the Cardholder will forfeit the entire amount of the Deposit or the portion that is in accordance with Merchant's stated cancellation policy.

7. Quote the rate of the reserved accommodations, the amount of the Deposit and the exact Merchant's name and location. Provide the Cardholder with a confirmation number (advising that it must be retained) and with the date and time the cancellation privileges expire.

8. Complete a Charge for the amount of the Deposit using a form specified by the Bank. The Charge must include:

- (a) the words "Advance Deposit" on the signature line or as otherwise specified by Bank;
- (b) the Cardholder's name, Card Account number and expiration date;
- (c) the Cardholder's telephone number and mailing address;
- (d) the confirmation code;
- (e) the scheduled check-in, vehicle rental, or embarkation date; and

(f) the date and time the cancellation privileges expire without forfeiture of the Deposit.

9. Follow normal Authorization procedures for Charges. If the Authorization request is approved, mail the Cardholder a copy (on which the card expiration date and all but the last four digits of the card number are suppressed) of the Charge and the cancellation policy to the address provided by the Cardholder within 3 business days following the Charge date; and submit the Charge to Bank in accordance with this Agreement.

10. If the Authorization request results in a decline, advise the Cardholder and do not process the Charge.

#### B. Cancellations.

1. Accept a cancellation request from a Cardholder provided the cancellation request is made before the specified cancellation date and time.

2. Provide a cancellation number and advise the Cardholder to retain in case of a dispute.

3. For cancellation of a lodging or car rental reservation, complete a Credit Voucher for the entire amount of the Deposit. Include on the Credit Voucher:

(a) the words "Advance Deposit" on the signature line of the Charge Record or as otherwise specified by Bank;

(b) the Cardholder's name, Card Account number and expiration date;

(c) the Cardholder's mailing address; and,

(d) the cancellation code.

4. Mail the Cardholder a copy (on which the card expiration date and all but the last four digits of the card number are suppressed) of the Credit Voucher to the address provided by the Cardholder within 3 business days following the Credit Voucher's transaction date.

#### C. Alternate Accommodations.

##### 1. For Lodging Merchants:

(a) If lodging guaranteed with Deposit is unavailable, complete and deliver to the Cardholder a Credit Voucher for the entire amount of the Deposit.

(b) Provide the following services at no charge to the Cardholder:

(i) At least comparable lodging at an alternate establishment for the number of nights used to determine the amount of the Deposit not to exceed 14 nights, or until the reserved accommodations are available for the Cardholder at the original location reserved with Merchant, whichever occurs first.

(ii) Transportation to the alternate establishment and return transportation to the original establishment. If requested, transportation to and from the alternate establishment must be provided on a daily basis.

(iii) If requested, two 3-minute telephone calls.

(iv) If requested, forwarding of all messages and calls to the location of the alternate establishment.

##### 2. For Car Rentals:

(a) If the reserved vehicle is unavailable, complete and deliver to the Cardholder a Credit Voucher for the entire amount of the Deposit.

(b) Provide at least a comparable vehicle for the number of days specified in the reservation, not to exceed 14 days, or until the reserved vehicle becomes available, whichever occurs first.

D. Liabilities and Indemnification. Merchant indemnifies and holds harmless Bank and any Card Organization from any loss, damage, claim or suit (including reasonable attorney fees) arising from use of a Card for a Deposit.

E. Central Reservation Service. After application to and approval by Merchant Bank (which shall be in Merchant Bank's absolute discretion), and performance of a site inspection, Merchant may participate in the Central Reservation Service.

1. The contract between Merchant and a lodging establishment for the Central Reservation Service must be executed by an officer or manager of the lodging establishment.

2. Only a Central Reservation Service that has registered with the Card Association for the particular Card type used and has a properly executed, written contract with a lodging establishment may perform services on behalf of the establishment. The Central Reservation Service may not use an agent to perform the services.

3. The Central Reservation Service must follow the procedures for reservations, cancellations, alternate accommodations and Chargebacks in the Agreement and in the Operating Rules and accept full responsibility for resolving any Cardholder problems related to the T&E Advance Deposit Service.

## 5. Priority Check-Out Service

A. Any lodging merchant participating in the Central Reservation Service or T&E Advance Deposit Service may participate in the Priority Check-Out Service as follows:

1. Provide the Cardholder with a Priority Check-Out Agreement which must be on a form specified by Bank or a form supplied by Merchant which provides for at least the following:

- (a) The Card account number;
- (b) Merchant name, location and telephone number,
- (c) The departure date of the Cardholder;
- (d) The Cardholder name and room number;
- (e) A statement authorizing Merchant to charge the Cardholder Account for the amount of the bill without the Cardholder's signature on the Charge;
- (f) The Cardholder's signature on the Priority Check-Out Agreement; and
- (g) A provision allowing the Cardholder to request from Merchant specific billing receipts, including the name and address where Merchant should mail the receipts.

2. Inform the Cardholder that the Priority Check-Out Agreement must be completed and signed, and the mailing address must be included to receive a copy of the hotel bill supporting the final Charge amount.

3. Obtain the completed Priority Check-Out Agreement and ensure the Card account number identified is identical to the account number used for the Charge.

4. Complete the Charge and record the total amount of the Cardholder's obligation and the words 'Priority Check-Out' on the signature line of the Charge Record or as elsewhere designated by Bank.

5. Follow normal Authorization procedures for lodging Merchant transactions.

6. If requested by the Cardholder, mail the Cardholder a copy (on which the card expiration date and all but the last four digits of the card number are suppressed) of the Charge, the itemized hotel bill, and signed Priority Check-Out Agreement to the address provided by the Cardholder on the Priority Check-Out within 3 business days following the Cardholder's departure.

B. Merchant must retain a copy of the itemized hotel bill and the signed Priority Check-Out Agreement supporting a Priority Check-Out Charge for a minimum of 6 months following the Charge date.

## 6. T&E Cash Disbursement Service.

A. A Lodging Merchant may make T&E Cash Disbursements to a registered Visa Signature or Visa Infinite Cardholder under the following conditions: (1) the Cardholder indicates at registration the intent to pay for the Merchant's services with a Visa Card, (2) before disbursement, the Lodging Merchant reviews positive identification, as required by the Operating Rules and, if permitted under applicable law, records type and number on the Charge Record required under the Operating Rules.

B. A Lodging Merchant may not disburse more than \$250 during the Cardholder's stay.

C. A Lodging Merchant must not include any additional fees or charges, except taxes or charges imposed by law to the transaction amount.

## 7. CPS/Small Ticket.

A. Merchant may participate in the CPS/Small Ticket program if Merchant has registered for this services as required by the Operating Rules and Merchant is involved in the following businesses: (1) local commuter passenger transportation, (2) taxicabs and limousines, (3) bus lines, (4) toll and bridge fees, (5) restaurants. (6) fast food restaurants, (7) news dealers, newsstands, (8) laundries – family, commercial; (9) dry cleaners; (10) quick copy, reproduction and blueprinting services; (11) parking lots and garages, (12) car washes, (13) motion picture theaters, or (14) video tape rental stores.

B. If the Charge is \$15 or under, the Merchant is not required to: (1) obtain the Cardholder signature or, (2) provide a Charge Record, unless the Cardholder requests one.

C. Merchant must obtain Authorization for a CPS/Small Ticket Transaction.

D. Merchant's POS terminal must read and transmit track 1 or 2 of the Magnetic Stripe or unaltered chip data, or unaltered Contactless Payment data, as specified in the appropriate VisaNet User's Manuals.

E. CPS/Small Ticket transactions are not permitted in a Card Not Present transaction.

F. The Merchant name and location must be included in the Authorization Request, as specified in the Operating Rules.

G. See Operating Guide and Operating Rules for additional requirements.

## 8. Dynamic Currency Conversion Transactions.

A. Before Merchant may offer Cardholders a Dynamic Currency Conversion Transaction, Merchant must fully inform the Cardholder that (1) a Dynamic Currency

Conversion Transaction is optional, and (2) the Cardholder need not do anything additional to have the transaction processed in the local currency. A Cardholder must expressly agree to a Dynamic Currency Conversion Transaction. Merchant is prohibited from (i) using any customer service procedure that results in a Cardholder choosing a Dynamic Currency Conversion Transaction by default, or (ii) converting a transaction amount in a local currency into an amount in a Cardholder's billing currency, after the transaction has been completed but not yet entered into Interchange. A Merchant must not represent, either explicitly or implicitly, that its Dynamic Currency Conversion service is a Visa service.

#### B. CNP Transactions.

1. Before initiating a Dynamic Currency Conversion Transaction in a CNP Transaction, Merchant must disclose the following information to the Cardholder: (1) the price of the goods or services in the Merchant's local currency; (2) the exchange rate, including any commission; (3) the total price in the Transaction Currency; (4) that the Cardholder has a choice of currencies, including the Merchant's local currency; and (5) that the choice of currency is final. For an Electronic Commerce Transaction, the Cardholder must confirm receipt of the above information by clicking on an "accept" or other affirmative button to ensure proper disclosure.

2. In addition to the Charge Record requirements specified for CNP Transactions, a Charge Record for a Dynamic Currency Conversion Transaction must include the following information: (a) the price of the goods or services in the Merchant's local currency accompanied by the currency symbol next to the amount, (b) the total price in the Transaction Currency accompanied by the words "Transaction Currency" and the currency symbol next to the amount, (c) Exchange rate, including any commission; (d) a statement in an area easily seen by the Cardholder that: (i) the Cardholder was offered a choice of payment in the Merchant's local currency, and (ii) the choice of currency is final.

C. T&E Express Services. A Car Rental Merchant or Lodging Merchant that offers T&E Express Services may establish an agreement with a Cardholder, in advance of hotel check-out or car rental return, that the currency conversion rate will be determined by the Merchant at a later time, without further consulting the Cardholder.

1. For a T&E Express Service Transaction, the Merchant must document the terms of the Dynamic Currency Conversion in a written agreement. The agreement must be signed by the Cardholder in advance of a hotel check-out or car rental return. The written agreement must document: (a) the specific currency in which the conversion will take place, (b) that the Cardholder has been offered a choice of currencies, including the Merchant's local currency, (c) that the Cardholder understands that a Dynamic Currency

Conversion Transaction will take place, (d) that the currency choice is final, and (e) that the currency conversion rate will be determined at a later time without further Cardholder consultation.

2. In addition to the otherwise applicable Charge Record requirements, a Charge Record for a Dynamic Currency Conversion Transaction must include the following information: (a) the price of the goods or services in the Merchant's local currency accompanied by the currency symbol next to the amount, (b) the total price in the Transaction Currency accompanied by the words "Transaction Currency" and the currency symbol next to the amount, (c) the exchange rate, including any commission, (d) a statement in an area easily seen by the Cardholder that: (i) the Cardholder was offered a choice of currencies, including payment in the Merchant's local currency, and (ii) the choice of currency is final.

3. For a T&E Express Service Transaction, a Merchant must: (a) send the Cardholder a copy (on which the card expiration date and all but the last four digits of the card number are suppressed) of the Charge Record through the postal service within three business days of completing the Transaction and (b) process any delayed or amended charges at the same currency conversion rate as the original Dynamic Currency Conversion Transaction.

#### D. Face-to-Face Transactions.

1. Before initiating a Dynamic Currency Conversion Transaction in a face-to-face transaction (other than a T&E Express Service Transaction), Merchant must post a statement in an area easily seen by the Cardholder that: (a) the Cardholder was offered a choice of payment in the Merchant's local currency, and (b) the choice of currency is final.

2. In addition to the otherwise applicable Charge Record requirements, a Charge Record for a Face-to-Face Dynamic Currency Conversion Transaction must include the following information: (a) the price of the goods or services in the Merchant's local currency accompanied by the currency symbol next to the amount, (b) the total price in the Transaction Currency accompanied by the words "Transaction Currency" and the currency symbol next to the amount, (c) the exchange rate, including any commission, and (d) a statement in an area easily seen by the Cardholder that (i) the Cardholder was offered a choice of payment in the Merchant's local currency and (ii) the choice of currency is final.

### 9. **Small Ticket Payment Service.**

A qualifying Merchant may participate in the Small Ticket Payment Service subject to the following requirements:

1. Merchant must process all Charges using a Magnetic-Stripe-Reading Terminal which must read and transmit

track 1 or track 2 of the magnetic stripe on a Card, or unaltered chip data on a chip-based card, as specified in the appropriate VisaNet User's Manual.

2. The Transaction is \$15 or less

3. For each Small Ticket Transaction that is \$15 or less, Merchant is not required to obtain the Cardholder signature on a transaction receipt, nor is Merchant required to provide a transaction receipt to the Cardholder, unless the Cardholder requests one.

4. Each Small Ticket Transaction must be identified and processed in accordance with all requirements specified in the Operating Rules.

5. The transaction must occur in a face to face environment or at a Self Service Terminal, or at an Automated Dispensing Machine.

#### **10. Preauthorized Health Care Transactions.**

A. If Merchant is primarily engaged in providing health services other than a pharmacy and agrees to accept a Preauthorized Health Care Charge from a Cardholder for the purchase of services, Merchant may complete a Preauthorized Health Care transaction if the Cardholder delivers to Merchant an order form containing a written request signed by the Cardholder for services to be charged to the Cardholder Account. The order form must specify:

1. The assignment of insurance benefits by the Cardholder to Merchant;

2. The Cardholder's authorization for Merchant to charge the Cardholder Account for only that portion of the bill due subsequent to receipt of any applicable insurance payment by Merchant; and

3. The duration of time for which the Cardholder's permission is granted, which may not exceed one year. If a Preauthorized Health Care transaction is renewed, the Cardholder must deliver to Merchant a subsequent order form for continuation of services to be charged to the Cardholder Account.

B. Merchant must retain a microfilm copy of the order form for the duration of the period for which it is in effect and must be provided in response to a Card Issuer's request.

C. Merchant must not complete a Preauthorized Health Care transaction after receiving a cancellation notice from the Cardholder or Bank or a notice not to honor the Card.

D. Merchant must type or print legibly "Preauthorized Health Care" on the signature line of the Charge Record or as otherwise specified by Bank.

E. When Merchant receives notice of determination of health insurance benefits from the Cardholder's insurance

company, Merchant must, within 90 days of the service date, complete a Charge and request Authorization for the amount of the Cardholder's portion of the bill and submit the Charge to Bank.

#### **11. Supermarket Incentive Program.**

A. A Merchant location may participate in the Supermarket Incentive Program, provided Merchant is assigned a Merchant Category Code of 5411 and meets the following criteria:

1. Merchant is a non-membership retail store primarily engaged in selling food for home preparation and consumption.

2. Merchant offers a complete line of food, including self-service groceries, meat, produce and dairy products.

3. Merchant's monthly sales of perishables represent at least forty-five percent (45%) of Merchant's total monthly sales. Perishables are packaged and in-store bakery goods, dairy products, delicatessen products, floral items, frozen foods, meat and produce.

4. Merchant must accept Cards (of the types that Merchant has agreed to accept under the Merchant Agreement) at all check-out lanes that accept checks and for the purchase of all goods and services sold within the stores.

B. To qualify for the Supermarket Incentive Program, each Charge must be processed in accordance with the special requirements specified below and in the Operating Rules.

1. Each Charge must be authorized through the special requirements in the Operating Rules. (Floor Limit is zero.)

2. An Authorization request for a Supermarket Incentive Program Charge must originate at a point-of-transaction terminal capable of reading and transmitting either track I or track 2 of the magnetic stripe of the Card used and at which an attempt to read the magnetic stripe of the Card was made. Data fields on the track selected must be read and transmitted in accordance with the Operating Rules.

3. Each Authorization request must include the special POS entry codes specified in the Operating Rules.

4. In addition, an Authorization request for a Supermarket Incentive Program Charge must meet each of the following Authorization requirements:

(a) Authorization must originate at an attended point-of transaction terminal capable of reading either track 1 or track 2 of the magnetic stripe of a Card. Where the Card must be present, the



Cardholder's signature must be obtained, and the full unaltered contents of either track 1 or track 2 of the magnetic stripe must be read and transmitted.

(b) At least one, but not more than one, Authorization Code must be obtained for each Charge on the Charge date.

(c) Transaction must be entered into interchange through VisaNet and authorized through the V.I.P. system, as specified in the appropriate VisaNet User's Manuals. The authorization request and clearing record must comply with the VisaNet Clearing Message Content Standards and Required Data for Authorization Requests and Responses.

(d) Authorization must not be obtained through: V.I.P. System emergency authorization procedures; "Code 10" authorization procedures; or "Referral" authorization procedures.

(e) The Charge amount transmitted in the Authorization request and in the Charge must be in U.S. Dollars.

(f) The Authorization request and Charge must provide any special information specified by Bank or the Operating Rules.

#### 5. Special Processing Requirements

(a) Chargebacks, subsequent Charges, Credit Vouchers and reversals of Supermarket Incentive Program Charges must be submitted at the Supermarket Incentive Program Interchange Reimbursement Fee and in accordance with the Operating Rules.

(b) Merchant must submit a Supermarket Incentive Program Charge to Bank on the Charge date.

C. Performance Criteria. A Charge cannot qualify for the Supermarket Incentive Program fee if it is captured by an electronic point-of-sale terminal owned or controlled by an entity that directly or indirectly discriminates against certain Card types in favor of others in availability, or if a Card Organization determines that the entity is engaged in a course of conduct which unfairly prevents or impedes its members from competing with the entity.

**12. Telephone Service Transactions.** A telephone service Merchant must not accept payment for a telephone call when the Card number is: (1) entered via touchtone key pad, or (2) provided to an operator. This prohibition excludes the following: (a) Magnetic Stripe telephone transactions as defined in the Operating Rules; (b) transactions for which the Card Issuer has a contract with the carrier; (c) transactions

involving telephone services that have been explicitly approved by Visa and provide appropriate risk controls; (d) telephone orders for goods and services; and (e) Transactions provided by Inbound Teleservices Merchants, as specified by Visa in the Merchant Data Manual.

#### **13. Visa Cash Back Services.**

A. A qualified Merchant under the Operating Rules may offer Visa Check Card II Cardholders the Visa Cash Back Services option under the following conditions: (1) the service is offered as a part of a purchase transaction, (2) the transaction is processed using a POS terminal with a PIN pad, (3) the PIN is used for Cardholder identification purposes, and (4) the transaction is processed through the Single Message System in accordance with the Operating Rules.

B. A qualified Merchant may establish its own maximum cash back amount up to and including \$200. The cash back amount must not exceed \$200. The amount of cash back must be less than the total transaction amount.

#### **14. Account Funding Transaction.**

An Account Funding Transaction must be processed as a purchase transaction and include the appropriate electronic commerce and account funding transaction indicators as required by the Operating Rules.

#### **15. VisaNet Copy Request and Fulfillment Services.**

A. Prior to participating in this service, Merchant must execute and deliver to Visa a VisaNet Letter of Agreement. Merchant will not have any property or other right, claim, or interest, including any patent right, trade secret right, or copyright interest, in the V.I.P. System, BASE II, or in any systems, processes, equipment, software, data, or materials that Visa U.S.A. or its subsidiaries use with the V.I.P. System, BASE II, or in connection with a Visa program, except for Merchant-supplied data or equipment.

B. The V.I.P. System and Base II consist of confidential and proprietary information belonging to Visa. Merchant must take appropriate action, by agreement or otherwise, to ensure that its employees or agents with access to the V.I.P. System or BASE II or related documentation: (1) are advised of the confidential and proprietary nature of these systems and documentation; (2) are prohibited from: (a) providing access to or disclosing these systems and documentation to any third party and (b) using these systems and documentation for any purpose not authorized in the Operating Rules; and (c) use their best efforts to protect the VisaNet Access Points. Merchant must not disclose any confidential information of Visa International, Visa U.S.A., or their subsidiaries to a nonmember.

C. Merchants right to use the V.I.P. System or BASE II is not assignable and its duties are non-delegable without

prior written consent from Visa. However, Merchant may use a nonmember processing organization that has executed and delivered a VisaNet Letter of Agreement to Visa.

D. Merchant must restrict its use of the V.I.P. System or BASE II to purposes specifically approved by Visa.

E. Merchant must not make or attempt to make any repair, adjustment, alteration, or modification to a VisaNet Access Point, except as expressly authorized by Visa.

F. Merchant must provide the same level of security for its VisaNet Access Points that it provides to its other proprietary systems.

G. Merchant must not modify or enhance Visa-owned software without the prior written consent of Visa U.S.A.

H. Merchant must provide, without cost to Visa, reasonable support requested by Visa for installing the V.I.P. System or BASE II, including: (1) providing a location that meets the requirements of Visa for installing one or more VisaNet Access Points on Merchants premises; (2) providing a sufficient number of qualified personnel that the Merchant will train to meet Visa specifications; (3) maintaining V.I.P. System and Base II records, documents, and logs required by Visa and providing them at the request of Visa; (4) providing access to its premises and cooperating with Visa and its authorized agents in conjunction with the installation, service, repair, or inspection of the VisaNet Access Points; (5) notifying Visa promptly of any failure of a VisaNet Access Point to operate properly on its premises or the premises of its Agent or independent contractor; and (6) providing computer time and a sufficient number of qualified personnel required to ensure prompt and efficient installation and use of the V.I.P. System or BASE II Edit Package software supplied by Visa.

#### **16. No Signature Required Service.**

A qualifying Merchant may participate in the No Signature Required Service subject to the following requirements:

1. Merchant must process all Charges using a Magnetic-Stripe-Reading Terminal which must read and transmit track 1 or track 2 of the magnetic stripe on a Card, or unaltered chip data on a chip-based card, as specified in the appropriate VisaNet User's Manual.

2. The Transaction is \$25 or less

3. For each No Signature Required Transaction under \$25, a No Signature Required Merchant is not required to obtain the Cardholder signature on a transaction receipt, nor is Merchant required to provide a transaction receipt to the Cardholder, unless the Cardholder requests one.

4. Each No Signature Required Transaction must be identified and processed in accordance with all requirements specified in the Operating Rules, including

the requirements listed above in the Small Ticket Payment Service Supplement.

**17. Health Care Eligibility Service.** A Health Care Merchant that participates in the Health Care Eligibility service must comply with the requirements of the Visa Health Care Eligibility service Implementation Guide.

**18. Visa ReadyLink.** See the requirements for this service set forth in the Operating Guide and in the Operating Rules.

**19. Contactless Payment Terminal Transactions.** See the requirements for this service set forth in the Operating Guide and in the Operating Rules.

**20. Fleet Service Merchants.** See the requirements for this service set forth in the Operating Guide and in the Operating Rules.