

## Exhibit J – Enterprise Billing Solutions (EBS)

This Exhibit J is between You (“Merchant”) and Contractor (“Elavon”) and supplements, is made a part of and is subject to the terms and conditions of the Agreement.

Merchant elects and agrees to the Enterprise Billing Solutions (“EBS”) Services selected on the Authorized User Participation – Set Up form as a part of the Contractor’s Services, as such EBS Services are described in this Exhibit J.

Capitalized terms used and not otherwise defined in this Exhibit J shall have the meanings ascribed to them in the Agreement or the Operating Regulations.

### TERMS OF SERVICE

#### Section A - General Provisions Applicable to EBS Services

- 1) **ACCEPTANCE OF PAYMENT DEVICES.** In connection with its sale of goods or services or its receipt of bill payments, Merchant desires to accept Payment Devices in an online, telephone or Integrated Point of Sale environment through the Elavon-sponsored Enterprise Billing Solution. Merchant has selected its desired EBS Services, including the desired fee funding model, if applicable, on the Authorized User Participation – Set Up form. The terms and conditions for Merchant’s use of the EBS Services are set forth in this Exhibit J, the Agreement, including the Attachments attached to the Agreement, and in the Merchant Operating Guide (“MOG”), and the Electronic Check Service Operating Guide (“ECS MOG”), as mutually agreed upon and amended from time to time. The current version of the MOG is available at [https://www.merchantconnect.com/CWRWeb/tech\\_support.do](https://www.merchantconnect.com/CWRWeb/tech_support.do) and the current version of the ECS MOG is available at <https://www.merchantconnect.com/CWRWeb/ElectronicCheckService.do>. The MOG and the ECS MOG, as applicable, are incorporated herein by this reference.
- 2) **TRANSACTIONS.**
  - a) **Merchant Compliance.** Merchant must comply with all requirements under Laws (including, without limitation, the Electronic Signatures in Global and National Commerce Act), Payment Network Regulations and the Agreement in connection with the EBS Services. Merchant must also comply with the applicable procedures set forth in the MOG, and the ECS MOG (as applicable) and any other guides, manuals, or rules provided in writing by Elavon in accordance with Exhibit G Section 3. For purposes of the EBS Services only, Merchant will not receive Payment Device Transaction information and therefore Merchant is not obligated to comply with the requirements governing Merchant receipt and handling of payment information from Customers; provided that this exception shall not apply to Integrated Point of Sale EBS services.
  - b) **Transaction Requirements.** Before Elavon and Member will process a Transaction on Merchant’s behalf, the Customer must affirmatively agree to engage in the Transaction through the EBS Services web site, via the telephone or in an Integrated Point of Sale environment, as applicable.

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- i) **Customer Authentication.** In addition to satisfying the applicable requirements set forth in the Agreement, the MOG, the ECS MOG (as applicable) and any other guides, manuals or materials provided to Merchant by Elavon or Member, Merchant must provide to Elavon and Member such Customer information as may reasonably be required for Elavon and Member to perform their obligations under the Agreement and this Exhibit J. If Merchant has selected Secure Handoff as the means of Customer authentication for the EBS Services, Merchant will authenticate the identity of each Customer prior to allowing such Customer to access the EBS Services for purposes of initiating a payment to Merchant. Merchant agrees that Elavon and Member are entitled to rely on such authentication and the accuracy of the Customer information provided by Merchant to Elavon. Elavon and Member shall have no responsibility for authenticating the Customer or for any Transaction (whether or not the result of fraud or other unauthorized access) processed with respect to a Customer that accesses the EBS Services after a Merchant Secure Handoff. If Merchant has selected Billing Account Master File as the means of Customer authentication for the EBS Services, Elavon and Member will authenticate the identity of each Customer, on Merchant's behalf, based solely on the Customer information provided by Merchant to Elavon and using the authentication criteria as directed by Merchant. Merchant agrees that Elavon and Member are entitled to rely on the accuracy of the Customer information provided by Merchant and that Elavon and Member shall only be responsible for authenticating each Customer as and to the extent directed by Merchant in writing. Merchant shall be responsible for any losses that may result from: (a) errors in the authentication of a Customer or in the processing of Transactions that result from incorrect Customer information provided to Elavon or Member; and (b) inaccurate or incomplete authentication of a Customer that does not result from Elavon or Member's errors or omissions. Merchant grants Elavon and Member and their designated agents access to and use of Customer information and such other data as is reasonably necessary for Elavon and Member to perform their obligations under the Agreement. Merchant's provision of such Customer information to Elavon and Member will not breach any agreement to which Merchant is a party or violate Laws.
- ii) **Transaction Risk.** Elavon and Member will attempt to collect from each Customer the payment-related information necessary for Elavon and Member to process a payment Transaction from the Customer to Merchant in connection with the EBS Services. Merchant acknowledges that Elavon and Member are not responsible for incomplete or inaccurate payment information that may be provided by any Customer in connection with the EBS Services. Merchant further acknowledges that additional Transaction verification and fraud prevention data elements and processes may be available through a particular Payment Network, including address verification, to reduce Transaction risk and that Elavon and Member shall only be responsible for implementing any such Transaction risk controls as are specifically requested in writing by Merchant. The use of such Transaction risk controls does not

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- constitute a guarantee of payment or prevent a Transaction from being disputed or subject to Chargeback. Regardless of any additional Transaction risk mitigation options elected by Merchant, Merchant shall remain responsible for monitoring Customer account activity for suspicious or fraudulent activity, as more fully described in Section (A)(4) hereof.
- c) **Transaction Controls.** Merchant will notify Elavon of any material change or anticipated material change in daily dollar activity or type of Transaction processing in connection with the EBS Services, and Merchant will obtain Elavon's approval to any such change. Elavon and Member are not responsible for any losses or expenses incurred by Elavon, Member or Merchant arising out of any material change or anticipated material change in Transaction activity that is not promptly reported to Elavon and Member by Merchant.
  - d) **Processing Limits.** Elavon or Member may impose a cap on the aggregate dollar amount or individual dollar amount of Transactions that it will process for Merchant as established by Elavon and Member and may be adjusted from time to time upon mutual agreement of the parties. If Merchant exceeds the established limit, Elavon may suspend the processing of Transactions on a temporary basis until a determination is made and an applicable remedy implemented.
  - e) **Recurring Transactions.** For recurring Transactions (e.g., recurring or preauthorized payment of insurance premiums or subscriptions), the Customer must consent to the initiation of the recurring charges using the Customer's designated Payment Device. Recurring Transactions will not be processed by Elavon after Elavon receives: (i) a cancellation notice from the Customer provided through the EBS Services interface; (ii) a notice from Merchant through the EBS Services interface that authority to accept recurring Transactions has been revoked; or (iii) a response from the issuer of a Payment Device that the Payment Device is not to be honored. Merchant must immediately notify Elavon if any Customer advises Merchant that the Customer wishes to revoke its recurring payments authorization by cancelling the recurring payment instruction through the EBS Services interface. Any such notices described in this paragraph processed that are not fully processed through the EBS Services interface prior to 5:00 p.m. Eastern time one (1) business day before the day a Transaction is scheduled to be processed will not affect such Transaction but will be effective for subsequent Transactions.
  - f) **Retrieval Requests and Chargebacks.** Merchant is fully responsible for all Retrieval Requests and Chargebacks under the Payment Network Requirements in connection with Transactions processed using the EBS Services. Upon receipt of a Retrieval Request or documentation related to a Chargeback from a Credit Card Association, an ECS Association or an EFT Network, as applicable, Elavon and Member will forward such request or documentation to Merchant. Merchant is responsible for responding, as appropriate, to each Retrieval Request or Chargeback, including by retrieving a copy of the relevant Transaction Receipt from the EBS Services interface. In addition, Merchant will cooperate with Elavon and Member in complying with the Payment Network Requirements regarding Retrieval Requests and Chargebacks.

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- 3) **EBS SERVICES; FEES; OTHER AMOUNTS OWED; TAXES.** Elavon and Member will provide Merchant with the EBS Services in accordance with this Exhibit J. If Merchant elects an Elavon-managed EBS service fee program, Elavon will establish and retain the service fee in lieu of Merchant's obligation to pay the per transaction fees as set forth in Exhibit E, Attachments 1 and 2. Merchants wishing to institute a convenience or service fee program must meet volume thresholds that cover Elavon's cost of implementing and administering the program in order for Elavon to offer or continue the program.
- 4) **FRAUD CONTROLS AND RESPONSIBILITY FOR FRAUD.** Elavon undertakes monitoring of certain Transactions on a systematic basis utilizing fraud and risk parameters in order to minimize Elavon's own financial exposure and such monitoring may result in a financial benefit for Merchant. Elavon may suspend processing of Transactions or decline to process one or more individual Transactions if, based upon fraud detection and prevention controls or other security or Transaction verification or validation procedures, Elavon reasonably believes that such Transactions submitted to Elavon are the result of fraud or error. Merchant agrees that Elavon may, within its sole discretion, suspend the disbursement of funds related to any Transaction for any reasonable period of time required to investigate suspicious or unusual Transaction or deposit activity and that Elavon and Member will have no liability for any losses Merchant may attribute to any suspension of funds disbursement. Notwithstanding the foregoing, Merchant shall be responsible for all fraudulent Transactions unless such fraud results from Elavon's failure to authenticate a purported Customer as required under the Agreement using information provided to Elavon by Merchant under Section (A)(2)(b). Perpetrators of fraudulent Transactions may be referred to law enforcement officials.
- 5) **SUSPENSION OF EBS SERVICES.** Elavon reserves the right to suspend Merchant's or a Customer's access to the EBS Services or to temporarily restrict any use thereof, in whole or in part, if, in Elavon's sole judgment, there is a security, credit or legal risk that may interfere with the continued provision of such EBS Services. Elavon also reserves the right to permanently terminate a Customer's access to the EBS Services upon notice to Merchant if, in Elavon's reasonable discretion, such Customer is misusing the EBS Services or is engaged in suspicious or possible illegal activity. Elavon reserves the right to refuse any Transaction where Elavon believes, in its reasonable discretion, that the Transaction involves a material probability of fraud, credit, or legal risk. Merchant shall cooperate in resolving any claims or errors alleged by a Customer and in investigating any claims of fraud consistent with Laws and Payment Network Regulations.
- 6) **AMENDMENTS.** Elavon is entitled to adjust any convenience or service fees, when mutually agreed upon by both parties, from time to time as necessary or appropriate to accommodate changes in Payment Network fees (including interchange fees), material changes in average ticket size and/or monthly Transaction volume, Interchange classification or downgrades, changes in Chargeback rates, changes in Payment Devices accepted and/or payment channels offered by Merchant, or changes in fees imposed by any other third party vendor used by Elavon or Member to provide the EBS Services.

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### Section B – Payment Card Services Provisions

- 1) **GENERAL DESCRIPTION.** This Section B sets forth additional terms and conditions of the EBS Services applicable to the processing of Transactions conducted using Payment Cards, as more fully described below. Elavon and Member will process Payment Card Transactions only if Merchant has elected Processing Services with respect to Payment Cards (Credit Cards, Debit Card (Signature Debit), Debit Card – Bill Payment (Pinless Debit) and/or Debit Card (Pin Debit) Services) on the Authorized User Participation – Set Up form and subject to the terms and conditions set forth in Section A above and this Section B.
- 2) **AUTHORIZATION.**
  - a) **Transaction Authorization.** Elavon will attempt to obtain an Authorization Code before completing a Transaction. Elavon will only process Transactions that receive a positive Authorization.
  - b) **Effect.** An Authorization Code does not: (i) guarantee Merchant final payment for a Transaction; (ii) guarantee that the Transaction will not be disputed later by the Cardholder as all Transactions are subject to Chargeback; or (iii) protect Merchant in the event of a Chargeback regarding unauthorized Transactions or disputes involving the quality of goods or services. Authorization Codes will not waive any provision of the Agreement or otherwise validate a fraudulent Transaction.
- 3) **CREDITS.**
  - a) **Credits.**
    - i) **Credit Transaction Receipt.** If Merchant agrees to grant a Cardholder a refund of a Payment Card Transaction processed by Elavon and Member, Merchant must request a Credit Transaction Receipt through the EBS Services interface and must issue the Credit using the Credit Transaction Receipt. Merchant may not issue cash or a check as a refund for any previous Transactions processed on a Payment Card. Elavon and Member will debit the DDA for the total face amount of each Credit Transaction Receipt processed by Elavon. Elavon and Member will not process a Credit Transaction Receipt relating to any Transaction Receipt not originally processed by Elavon, and Elavon and Member will not process a Credit Transaction Receipt that exceeds the amount of the original Transaction Receipt.
- 4) **INTERCHANGE.** Elavon and Member bear no responsibility for the Interchange category or pricing, including discount rate, fees and surcharges, applied by the Credit Card Associations, EFT Networks or otherwise owed by Merchant with respect to any Transaction processed using the EBS Services, except to the extent that Merchant is obligated to pay greater Interchange with respect to a Transaction solely on account of Elavon's failure to comply with the Transaction processing requirements agreed to between Merchant and Elavon.

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### Section C – Electronic Check Services Provisions

For Local Authorized Users who select ECS, see Appendix 1.

### Section D - Glossary

- 1) **Authorization Code:** The code sent by the issuer of a Payment Card in response to an Authorization request, which indicates whether the Transaction is approved by the issuer.
- 2) **Billing Account Master File:** A file of data in an EBS Services-specified format that is provided by Merchant to Elavon via data transmission or upload to the EBS Services platform on a regularly scheduled basis. The data passed to the EBS Services platform will include information used to identify the Customer, amount due, and other data relevant to the effective processing of the Transaction.
- 3) **EBS Services:** The services offered by Elavon described in this Exhibit J pursuant to which Transactions are presented for authorization, clearing and settlement in accordance with this Exhibit J and the Agreement.
- 4) **Integrated Point of Sale:** A Merchant-operated Point of Sale environment that is integrated with Elavon's EBS offering.
- 5) **Payment Card:** A Credit Card, Debit Card or Prepaid Card, as the context requires.
- 6) **Prepaid Card:** A card having available funds paid for in advance by the Cardholder.
- 7) **Secure Handoff:** A data string in an EBS Services-specified format that is passed securely to the EBS Services platform after the Merchant's authentication of a Customer on the Merchant's website. The data passed to the EBS Services platform includes information used to identify the payer, amount due, and other data relevant to the effective processing of the Transaction.