

This Exhibit H 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 Electronic Check Services selected on the Authorized User Participation – Set Up Form as part of Contractor’s Services, as such Electronic Check Services are described in this Exhibit H and in the Electronic Check Services Merchant Operating Guide (the “ECS MOG”):

Capitalized terms used and not otherwise defined in this Exhibit shall have the meanings ascribed to them in the Agreement or the ECS Rules (including in the ECS MOG and the ECS Primer).

### 1. Electronic Check Services General Requirements

In the course of its acceptance and use of ECS, Merchant represents, warrants and covenants the following:

- 1) Merchant shall comply with and be bound by (a) the ECS Rules, including the ACH Rules, the ECS MOG and the ECS Primer, and (b) Laws, including, but not limited to, the Check Clearing for the 21<sup>st</sup> Century Act and Regulation CC, Article 3 and Article 4 of the Uniform Commercial Code as in effect in the applicable state(s), the Electronic Fund Transfer Act and Regulation E, and the Fair Credit Reporting Act as amended by the Fair and Accurate Credit Transactions Act. The current version of the ECS MOG is located at our website <https://www.merchantconnect.com/CWRWeb/ElectronicCheckService.do>.
- 2) Merchant shall pay the fees for ECS as set forth in Exhibit E, Attachment I-2 to the Agreement.
- 3) In the event Merchant accepts for ECS any payment that is ineligible for ECS as specified in the ECS MOG for any reason, such Transaction is subject to Chargeback. Merchant may be liable for the amount of the Transaction and any actual damages related to or arising out of processing a Transaction that has been charged back.
- 4) Merchant shall cause a Check Reader/Imager to be readily available for use at all Merchant locations at which Merchant accepts Paper Checks for ECS processing.
- 5) Merchant must use commercially reasonable procedures to verify the identity of each Customer that presents a Paper Check or Customer ABA Routing Number and account information for ECS processing.
- 6) Merchant shall be solely responsible for providing Customers with notifications and disclosures in connection with ECS, including, but not limited to, posting all point of sale signage and distributing all Customer takeaways and all notices and disclosures required to be provided under the ECS Rules and Laws.
- 7) Merchant may use the ECS only in connection with the presentment and acceptance of a Paper Check or Customer ABA Routing Number and account information for ECS processing in payment for goods or services sold by Merchant, or in payment for an obligation owed to Merchant, and only in compliance with the ECS Rules. Merchant shall be the sole user of the ECS, and Merchant may not resell or otherwise transfer any portion of ECS (or any associated information) in whole or in part to any other Person.
- 8) Merchant represents and warrants, with respect to all ECS Transactions submitted for processing by Elavon, that (i) the Customer has duly authorized the debiting or crediting of the Customer’s account for the amount of the ECS Transaction in accordance with Laws, (ii)

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the Transaction represents an obligation or right of the person who is tendering the Paper Check or submitting the Customer ABA Routing Number and account information for ECS processing, and (iii) the ECS Transaction is for merchandise actually sold or rented, for services actually rendered, or for the actual amount due and owing from the Customer to Merchant or from the Merchant to the Customer, in each case for the actual price of such merchandise or services (including tax) or for the actual amount due and owing to Merchant or the Customer, as applicable. Merchant represents and warrants that no portion of any ECS Transaction involves any element of Merchant's extension of credit.

- 9) Merchant is responsible to Elavon for any Transaction charged back by Elavon or its agent in accordance with the Agreement, including the ECS MOG, and for any fines, penalties and assessments of the Payment Networks incurred as a result of Merchant's non-compliance with Laws or the ECS Rules. Merchant agrees to immediately pay to Elavon or its agent an amount equal to the amount of any ECS Transaction that is stopped, not settled, or charged back, as well as any related fees and charges.
- 10) Merchant must fully cooperate with all parties in the resolution of Customer disputes, as well as Chargebacks, returns, adjustments, representments, and errors in accordance with the ECS Rules and Laws.
- 11) All of the representations and warranties made to Visa as a Merchant pursuant to the Visa POS Check Service Operating Regulations and all of the representations and warranties an Originating Depository Financial Institution or a Third Party Sender is deemed to make on behalf of an Originator pursuant to the ACH Rules shall be deemed representations and warranties Merchant makes to Elavon and Member upon Merchant's submission of an Item or a Transaction for ECS processing.
  - a) Merchant acknowledges Visa's right to terminate or limit its relationship with Member or to terminate the Visa POS Check Service at any time. Merchant further acknowledges that Visa may permanently prohibit Merchant's participation in the Visa POS Check Service in the event of (A) fraudulent activity, (B) presenting a Transaction that was not the result of an act between Merchant and a Customer, (C) presenting a Transaction as a Customer-present Transaction where the Customer was not present at the point of sale or Merchant accepts previously voided Paper Checks, (D) repeated violations of the Visa POS Check Service Operating Regulations, or (E) any other activity that may result in undue economic hardship or damages to the goodwill of the Visa POS Check Service.
  - b) Merchant has satisfied all of the Merchant standards and obligations set forth in the Visa POS Check Service Operating Regulations and the Originator standards and obligations set forth in the ACH Rules as of the Effective Date of the Agreement and shall continue to satisfy such standards and obligations during the Initial Term and any Renewal Term, as applicable.
- 12) Merchant is responsible for and will ensure that all information, including MICR data and payment amounts, are accurately captured from a Paper Check in accordance with the applicable ECS Rules, and that all such information and Customer ABA Routing Number and account information for ECS processing are accurately reflected in the related Item Merchant sends to Elavon for processing through ECS. Merchant will not submit for clearing or settlement any physical Paper Check unless and until Elavon and Member have processed and settled a Chargeback to Merchant with respect to any Items created from such Paper Check.
- 13) Merchant will not disclose to third parties any information derived from ECS Transactions including, but not limited to, Customer ABA Routing Number and account information, driver's license number, telephone number, or social security number except as specified in

the Agreement, including the ECS MOG. Merchant shall keep all such information confidential and secure, in accordance with the Agreement and Laws.

- 14) Merchant does not have the right to use ECS data for any purpose other than to support the ECS itself.
- 15) Merchant's Agreement and use of the ECS may be terminated immediately by Elavon for failure to comply with the terms of this Exhibit H, the Agreement or Laws.

### 2. Glossary

- 16) **ABA Routing Number:** The ABA number that uniquely identifies the bank that holds the Customer account to be debited or credited through ECS.
- 17) **Authorization:** A process where a Drawee Bank, processor, or Authorizing Agent approves a Transaction, including as specified in the Visa POS Check Service Operating Regulations.
- 18) **Authorizing Agent:** A third party designated by Elavon to provide approvals and declines for Transactions.
- 19) **Batch:** The total of the Transactions processed since a Merchant's last settlement.
- 20) **Chargeback:** For purposes of this Exhibit, "Chargeback" means (i) a sales Transaction disputed by a Customer or an Item not in compliance with Conversion with Guarantee warranty provisions or ECS Rules; (ii) for all Service Levels other than Conversion with Guarantee, the face amount of any Item that is returned by the Drawee Bank or an ECS Association to Elavon unpaid and that is ineligible for resubmission to the Drawee Bank or the ECS Association, including any Item returned for non-sufficient or uncollected funds after the third presentment; and (iii) for all Service Levels, an Item that is not in compliance with Merchant's obligations, representations and warranties under the Agreement or this Exhibit H.
- 21) **Check Reader/Imager:** A device certified by Elavon that electronically captures the MICR line and/or an image of the Paper Check.
- 22) **Check Replacement Document:** A Demand Draft, Photo-In-Lieu, or Substitute Check.
- 23) **Customer.** A client of Merchant who elects to conduct a payment Transaction with Merchant through presentation of a Payment Device.
- 24) **Demand Draft:** A negotiable instrument drawn on the Customer's checking account that is created from transaction data included in an Item and that does not bear the Customer's signature but that is authorized by the Customer and is able to be processed via standard check processing methods.
- 25) **Drawee Bank:** The financial institution where a Customer maintains a checking or other deposit account (i) on which a Paper Check that serves as the source document for an Item is drawn, or (ii) as to which a Customer provides the ABA Routing Number and account information for use in generating an Item.
- 26) **ECS Primer:** The detailed information relating to ECS processes and implementation provided by Elavon to Merchant, which must be used by Merchant in conjunction with the technical specifications and certification requirements provided by Elavon to promote integrated point of sale system connectivity and integration between Merchant and Elavon.
- 27) **ECS Rules:** Means (a) all Association Rules applicable to the ECS Associations, (b) the ECS MOG, and (c) the ECS Primer, in each case including without limitation, and all amendments agreed upon pursuant to Exhibit G(3).
- 28) **Item:** An electronic file or entry representing a Transaction that is created from (i) the information captured by Merchant from a Paper Check using a Check Reader/Imager, or (ii) Customer inputs of ABA Routing Number and account information, that is forwarded by Merchant to Elavon or Member in accordance with the Agreement.

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- 29) **Laws.** All applicable local, state and federal statutes, regulations, ordinances, rules and other binding law in effect from time to time.
- 30) **MICR:** The magnetic ink character read line encoded on a Paper Check that contains information about the Customer's checking account, including the ABA Routing Number and checking account number.
- 31) **Paper Check:** A Customer's paper check presented to Merchant for payment to the Merchant, which check will serve as the source document for Items.
- 32) **Participant:** An organization that agrees to comply with the Visa POS Check Service Operating Regulations, completes comprehensive certification testing with Visa, participates in one or more of the service levels, and performs functions and activities appropriate to participating in the Visa POS Check Service.
- 33) **Photo-In-Lieu:** A photocopy of a Paper Check, other than a Substitute Check.
- 34) **Substitute Check:** A draft that includes images of the front and back of the original Paper Check and that may meet the requirements for a "Substitute Check" under the Check Clearing for the 21<sup>st</sup> Century Act and related regulations.
- 35) **Visa POS Check Service:** Visa's proprietary check clearing product which utilizes the VisaNet network to offer direct checking account access to authorize, clear and settle consumer checks drawn on banks participating in this service.
- 36) **Visa POS Check Service Operating Regulations:** A set of specifications, guidelines, and principles defined by Visa that govern the operation and flow of information for transactions participating in the Visa POS Check Service.