

MERCHANT PROCESSING TERMS & CONDITIONS

POS System Processing Terms & Conditions

The following POS System Processing Terms & Conditions apply only if you have agreed to utilize POS system services.

SYSTEM REQUIREMENTS: Use of the POS system requires the following:

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| 1) Broadband Internet Connection | Must have Broadband Internet Connection with local Wi-Fi network. (NOTE: 3G/4G cell signal is not supported). |
| 2) PIN pad | Unit will only work with BANK-supplied PIN pad. |
| 3) LAN/Ethernet port | Printer may require LAN/Ethernet port. |
| 4) PCI Compliance | To ensure PCI compliance, please follow the Additional Security/System Recommendations below. |

SECURITY: MERCHANT is responsible for and must comply with any software license agreements. BANK is not responsible for any personal use, including any misuse or illegal use of the equipment by MERCHANT.

The POS system is subject to the following conditions:

- i. MERCHANT understands that in order to expedite equipment swaps, it is likely that any hardware component sent for repair will be replaced with like or similar hardware. BANK will not transfer personal data from one tablet to another, nor will BANK load any unauthorized software on the replacement unit. BANK is not responsible for loss of data during the process of equipment replacement services.
- ii. Merchant must disable password and application locks prior to returning equipment to BANK. Failure to disable locks will result in delay of swap and may result in Merchant being assessed a non-returned equipment fee, to be determined by BANK.

ADDITIONAL SECURITY/SYSTEM RECOMMENDATIONS:

1. Encryption for wireless routers should be set to WPA2. WEP wireless encryption (defaulted in many home/office Wi-Fi routers) is prohibited by PCI as of June 30, 2010.
2. Wi-Fi passwords should be changed from the default to a minimum 13-alphanumeric character password, and should be changed in line with PCI security standards.
3. Wireless routers should be kept out of plain sight, and should be secured against easy access.
4. Wireless routers used for Point of Sale (POS) systems should be separate from other devices. Guest/customer access to the Wi-Fi network used by the POS would be a violation of PCI security standards, and should never be allowed.
5. The wireless network SSID (the name assigned to the wireless network) should not contain the business name (whole or partial) and should be changed from its default setting. SSID broadcast should be disabled if possible.
6. SNMP community strings should be changed or disabled.
7. Wi-Fi networks should support multicast in order to easily find printers and other devices. (This support is built in and turned on by default in most recent-model Net Gear, Linksys and D-Link routers.)

Please consult your wireless router user manual or your carrier for assistance with adjusting these settings.

EQUIPMENT REPAIR/REPLACEMENT SERVICES. POS Registers, PIN pads, printers, cash drawers, stands, and barcode scanners purchased from BANK are eligible for equipment replacement service for defects in manufacture up to 30 days after original shipment date. After the 30-day period, stand, cash drawer and barcode scanner are not eligible for the equipment replacement service.

Replacement services for POS Registers (equipment swaps) shall consist of replacement or repair at BANK's option. BANK will perform this service if (i) MERCHANT has honored and paid all amounts owed to BANK including, but not limited to, all amounts owed for Chargebacks and ACH rejects, (ii) the equipment was purchased from BANK, (iii) MERCHANT is currently in an active status and in good standing with BANK, and (iv) MERCHANT has disabled all password and application locks on equipment prior to return to BANK. BANK, at its option, may use refurbished equipment for replacement and at BANK's sole discretion may substitute comparable equipment. BANK shall charge a fee not less than three hundred dollars (\$300.00) for replacement of equipment (or other similar unit). MERCHANT is required to return all defective equipment replaced by BANK to BANK. If equipment is not returned, or MERCHANT fails to disable password and application locks prior to returning equipment, BANK, at its sole discretion, may assess a fee of not less than nine hundred fifty dollars (\$950.00) for each POS Register not returned. BANK reserves the right to assess a fee, to be determined by BANK, for equipment upgrades when compatible equipment is not available or when MERCHANT's existing equipment is obsolete or no longer supported by BANK.