

THE BELIZE BANK LIMITED MERCHANT AGREEMENT

The Merchant Agreement (“Agreement”) made the _____ day of _____, between The Belize Bank Limited (“the Bank”) a company duly incorporated under the Laws of the Belize with its registered office at _____ and _____ (“the Merchant”) with its registered office/place of business at _____.

The terms and conditions found below apply to your acceptance of any valid credit and/or debit card (“Cards”) for which the Bank is licensed to process Card Transactions. In this agreement the words “You” and “Your” means the Merchant and the words “We”, “Our” and “Us”, unless the context clearly requires otherwise, refers to the Bank.

Merchant understands that submission of a Merchant Application is subject to approval by Bank and signifies Merchant’s acceptance of the terms and conditions of this Merchant Agreement. This Agreement sets out the terms and conditions under which the Merchant may utilize the Services. Please read this Agreement carefully. Upon acceptance of this Agreement, it becomes a legally binding contract enforceable against the Merchant and, with respect to certain provisions, the individual legally executing this Agreement on behalf of the Merchant and making certain representations and promises in his or her personal capacity.

TERMS AND CONDITIONS

1. Definitions

- 1.1. **“Account”** means a bank account maintained by Merchant for the crediting of collected funds and the debiting of fees and charges pursuant to this Agreement.
- 1.2. **“Advance Lodging Resort Deposit Service”** is when a Hotel requires an advance deposit to guarantee a reservation. If a Hotel offers this service, it is important that the Hotel follows the steps detailed below (clause 8.5) to avoid customer disputes and inquiries
- 1.3. **“Advance Deposit Transaction”** means the amount the hotel will charge for the Advance Lodging Resort Services as explained in clause 8.5.1.2.
- 1.4. **“Agreement”** means the Merchant Application, these Terms and Conditions with all exhibits and attachments, including the Schedule of Fees, and any supplementary documents indicated herein, as amended from time to time, all of which constitute the Agreement
- 1.5. **“Authorization”** means a process which examines individual Transactions to determine whether the Card or account of a Cardholder initiating such purchase or service is in conformity with the usage criteria established by the issuer.
- 1.6. **“Authorization Center”** means a data service providing confirmation as to whether or not a Transaction is approved.
- 1.7. **“Business Day”** means any day on which the Bank is opened to the public to conduct banking transactions.
- 1.8. **“Card”** means a valid credit or debit card for which the Bank shall in writing authorize the Merchant to accept.
- 1.9. **“Card Association”** means Visa, MasterCard, or any other Card Issuers that provide Cards that are accepted by Merchant by agreement with Bank.
- 1.10. **“Card Association Rules”** means the rules, regulations, releases and interpretations of any applicable Card Association.
- 1.11. **“Cardholder”** means the person or persons in whose name a Card is maintained and who is presenting the Card for payment, or an authorized user or users whose signature appears thereon.
- 1.12. **“Card Issuer”** means the financial institution or company, which has provided a card to the Cardholder.
- 1.13. **“Card Security Features”** means (see 3.2.1)
- 1.14. **“Chargeback”** means that a previous Transaction is being disputed by the Cardholder or the issuing institution. A chargeback occurs when a Cardholder disputes a charge or when proper Card acceptance and authorization procedures were not followed.
- 1.15. **“Credit Voucher”** means a document or an electronic record submitted to the Bank by a Merchant evidencing a refund or price adjustment to be credited to a Cardholder’s account.
- 1.16. **“Data Capture”** means a computerized process by which the Bank or the Merchant electronically retrieves and records the necessary Card information as required by the Association in order to accept, process and pay the Merchant for Card Transactions accepted by him.
- 1.17. **“Designated Account”** means the savings or checking account(s) Merchant conducts with the Bank. Merchant has designated such an account for the crediting of collected funds and the debiting of fees and charges pursuant to this Agreement.
- 1.18. **“Discount Fee”** means a fee charged on all Card Transactions that is payable by Merchant to Bank for processing Merchant’s Card Transactions.
- 1.19. **“Effective Date”** means the initial date the Card can be used or the date the Merchant Account is activated.
- 1.20. **“Electronic Commerce Facilities”** means the Merchant’s computer software and hardware and all other computer software and hardware that enables the processing of Internet Transactions over the Internet.
- 1.21. **“Floor Release Limit”** means the dollar amount set by the Bank from time to time above which the total amount of any Transaction requires Authorization.
- 1.22. **“Hotel Reservation Service”** is a service that allows a Hotel to guarantee room reservations and avoid losses due to “no show” guests. If a Hotel offers this service, it is important that the Hotel follow the steps detailed below (clause 8.6) to avoid customer disputes and inquiries.
- 1.23. **“Imprint”** means (i) an impression on a Sales Draft manually obtained from a Card through the use of an imprinter, or (ii) the electronic equivalent obtained by swiping a Card through a terminal and electronically printing a Sales Draft.
- 1.24. **“Internet”** means an interconnection of networks and/or any system, program, application or service that makes use of the global communication network known as the “world wide web”.
- 1.25. **“Internet Transaction”** means any none face to face to Card sale, sales draft, sales voucher, credit, credit voucher, or void transaction conducted, collected or retrieved over the Internet.
- 1.26. **“Internet Service”** means service provided by the Bank to Merchant for the processing of Internet Transactions.

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- 1.27. **"MasterCard"** means MasterCard International Incorporated and its successors and assigns.
- 1.28. **"Merchant Application"** refers to the Merchant Application Form the Merchant must complete for the acceptance of Cards as a means of payment for goods and or services. The Merchant Application is subject to approval by Bank and signifies Merchant's acceptance of the terms and conditions of this Merchant Agreement.
- 1.29. **"Merchant"** means a business entity which accepts Cards as payment for products and services and with which the Bank has contracted to provide the collection of such payments from the Card Issuer.
- 1.30. **"Merchant Identification Number"** means the identification number assigned to the Merchant upon approval of the Merchant Application.
- 1.31. **"Point of Sale Terminal (POS)"** means a communications device used to enter Transaction data into an electronic Card system and/or to authorize Card Transactions.
- 1.32. **"Reserve Account"** has the meaning set out in section 20.
- 1.33. **"Rules"** means the rules and regulations for any Card Association, as amended from time to time.
- 1.34. **"Sales Draft"** means an instrument or electronic record arising from the use of a Card which evidences an obligation on the part of the Cardholder to pay money to the Card issuer.
- 1.35. **"Transaction"** means a purchase of goods and/or services by the use of a Card.
- 1.36. **"Valid Card"** means any card not included in the warning bulletin which has not expired, and where the first four digits of the account number embossed on the card coincide with the four digits printed above or below the said account number.
- 1.37. **"Visa"** means Visa Inc. and its successors and assigns.
- 1.38. **"Voice Authorization"** means a direct phone call to a designated number to obtain approval on a Transaction.

2. Honoring Cards

- 2.1. You shall honor all Cards when presented in accordance with these instructions for a Transaction, by a Cardholder, or a request for credit following such Transaction.
- 2.2. You will not attempt to persuade the Cardholder to use another card, impose any restrictions or conditions on the use of the Card that are not imposed equally on the use of other cards.
- 2.3. You shall display Card signs, decals or other identification prominently at Your location, with at least equal prominence with signs, decals or other identification that are displayed for other cards.
- 2.4. You will not require any Cardholder to pay any part of any fee imposed upon Merchant by this Agreement, whether through any increase in price or otherwise require a customer presenting a Card to pay any charge as a condition of sale that is not also required from a customer paying cash. However, you may offer discounts to customers for cash purchases.
- 2.5. You shall not establish a minimum or maximum amount as a condition for honoring Cards.
- 2.6. You will properly disclose to the Cardholder at the time of the Transaction and in accordance with the Rules, any limitation you have on accepting returned merchandise.

3. Sale Transactions

- 3.1. No Transaction may be completed if the Cardholder fails to present his or her Card to You at time of the Transaction except in the case of mail order "MO", telephone order "TO", internet transactions or where permitted by the Bank.
- 3.2. For charges made in person, You must:
 - 3.2.1. Examine Card Security Features
 - 3.2.2. Verify that the Card is not visibly altered or mutilated;
 - 3.2.3. Ensure that the Card is being used within the valid dates shown on the face of the Card;
 - 3.2.4. Verify that the Card is signed in the same name as the name embossed on the front of the Card, and the signature on the reverse matches the signature on Sales Draft;
 - 3.2.5. After the Sales Draft is printed by imprinter or electronic authorization terminal, verify that the information on the Sales Draft (Cardholder name and account number) matches the information of the Card. Merchant must imprint a Card, unless successfully read by a magnetic stripe reader terminal with printer;
 - 3.2.6. Ensure that the individual saying that he/she is the Cardholder is present throughout the Transaction; and
 - 3.2.7. Verify that the embossed account number on the face of the card matches the printed account number on the back.
- 3.3. For all other Transactions, such as Transactions made by mail, telephone, via the Internet or at unattended Merchants, You must: O
 - 3.3.1.1. Obtain Authorization as described below; and
 - 3.3.1.2. Create a Sales Draft as described below, except with the words "Mail Order," "Telephone Order," "Internet" or "Signature on File," as applicable, on the Cardholder signature line.
- 3.4. If the Cardholder denies making or authorizing such a Transaction and You have not obtained the Cardholder's signature for the Transaction, we will have Full Recourse for such Transaction. We will not have Full Recourse for such a Transaction based upon a claim that the goods or services were not received if You have:
 - 3.4.1.1. Verified with Us that the address to which the goods were shipped is the Cardholder's billing address; and
 - 3.4.1.2. Obtained a receipt signed by an authorized signer verifying the delivery of the goods to such address.

4. Authorization

- 4.1. For all Transactions, regardless of amount, You must obtain an authorization from Us for the total amount of the Transaction and record the positive authorization number on the Sales Draft, prior to completing the Transaction. A Transaction may not be "split" for obtaining Authorization (e.g., separate Authorizations obtained for partial Transaction amounts). You acknowledge that an Authorization provides only that the Cardholder has sufficient credit available to cover the amount of the current Transaction, that an Authorization is not a guarantee that We will accept the Charge without Full Recourse, nor is it a guarantee that the person conducting the Transaction is the Cardholder. You also acknowledge that an Authorization will not waive any provision of this Agreement or otherwise validate a fraudulent transaction or a transaction involving the use of an expired Card. Receiving an

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Authorization shall not relieve You of any liability for Chargeback on any Transaction for which the You did not obtain an Imprint and the Cardholder's signature.

- 4.2. If You receive a declined authorization response, the Transaction must not be completed and You may be asked to recover the card if You can do so through reasonable and peaceful means.
- 4.3. If Your electronic authorization terminal is unable to reach Our computer authorization system for Authorization, or You do not have such a terminal, You agree to obtain Authorization from the designated Authorization Center, and will legibly print the authorization number on the Sales Draft.
- 4.4. In the event that an unsigned Card is presented, You must request the Cardholder to provide proof of identification and sign the Card before completing the Transaction. Details of identification provided must be placed on the Sales Draft. When Cardholder provides appropriate information, You must ensure that the account number and expiration date appear on Sales Draft.
- 4.5. For Transactions of goods or services which are shipped or provided more than thirty (30) days after the order is made, You must obtain Authorization for each such Transaction at the time the order is made and again immediately before You ship the goods or provide the services to the Cardholder.
- 4.6. If a Transaction appears irregular and You are concerned that it may not be a proper Transaction You should call the Voice Authorization Center and mention "Code 10" authorization.
- 4.7. You may not obtain Authorization on behalf of any other entity.
- 4.8. If upon swiping the Card via the electronic terminal, the terminal is unable to read the magnetic stripe on the Card, You can obtain an authorization via the terminal. You must also obtain an imprint of the card and the Cardholder's signature on the imprint before presenting the Sales Draft to Us for processing. Failure to do so may result in the assessment of a transaction surcharge on non-qualifying Transactions.

5. Sales Draft Distribution and Storage Information

- 5.1. You will use a Sales Draft or other form approved by Us to document each Transaction.
- 5.2. The Sales Draft must contain:
 - 5.2.1. The Card account number and expiration date via an imprinter (imprint must be obtained in all manually-entered Transactions) or Point-of-Sale Terminal;
 - 5.2.2. The date the Transaction was incurred;
 - 5.2.3. The amount of the Charge, which must be the total purchase price of the goods or services purchased plus applicable taxes;
 - 5.2.4. The Authorization approval code number;
 - 5.2.5. An acceptable description of the goods or services purchased;
 - 5.2.6. An imprint or other registration of Your name, address and the Merchant Identification Number we assigned;
 - 5.2.7. The Cardholder's signature; and
 - 5.2.8. The words "No Refunds" if You have a No Refund policy.
- 5.2.9. You must create or fill-in the Sales Draft Yourself and must not use or complete Sales Draft provided or partially filled-in by the Cardholder or anyone else. You must not create more than one Sales Draft per Transaction or otherwise "split" the amount of the Transaction.
- 5.3. You shall deliver to Cardholder a true and completed copy of the Sales Draft, or suitable receipt evidencing the Transaction involving the use of the Card, at the time of the Transaction. If the following information embossed on the Card and the Merchant's name is not legibly imprinted on the Sales Draft, You will legibly reproduce the same on the Sales Draft before submitting it to Bank:
 - 5.3.1. The Cardholder's name;
 - 5.3.2. Account number (truncated, if applicable);
 - 5.3.3. Expiration date and
 - 5.3.4. The Merchant's name and place of business.
- 5.4. You must retain the original Sales Draft or Credit Voucher and all documents evidencing such transactions or reproducible records thereof, for twenty-four (24) months from the date You submitted the Sales Draft or the Credit Voucher to Us. You must provide a copy of the Sales Draft or Credit Voucher and other supporting documents to Us within ten (10) calendar days of Our request.

6. Return Merchandise or Adjustment

- 6.1. In the event that any merchandise subject of a Transaction is accepted for return or any services are cancelled or terminated, or any price adjustment is allowed, You shall not make any cash refund to the Cardholder. A Credit Voucher must be issued evidencing such refund or adjustment on the same Card as the original Transaction was processed. The refund or adjustment must not exceed the original Transaction amount.
- 6.2. You must submit the Credit Voucher to us within seven (7) calendar days of determining the Credit is due. We will deduct the amount of the Credit, minus the applicable Discount Fee, from Your payment. If We are unable to deduct such amount, You must pay Us promptly upon receipt of Our invoice. Upon Our request You will provide Us with the Sales Draft corresponding to any Credit Voucher that You have submitted.
- 6.3. Your refund policy for purchases made with the Card must be at least as favorable as Your refund policy for purchases made with other forms of payment. You must disclose Your refund policy to Cardholders at the time of the purchase and in a manner that complies with applicable law.

7. Submission and Acceptance of Charges and Credits

- 7.1. You shall submit all Charges to Us within seven (7) days of the date they are incurred; provided, however, that You shall not submit any Charge until the goods or services purchased have been delivered to the Cardholder. You must submit Credits as described above in **section 6** "Return Merchandise or Adjustment".
- 7.2. You warrant that all indebtedness arising from Charges that You submit is genuine and free of any liens, claims or encumbrances. You acknowledge that You have no right to bill and/or collect from any Cardholder for any purchase made with the Card.
- 7.3. When You submit Sales Draft and Credit Vouchers electronically, you must do so over secure communications lines. Even if You transmit Sales Draft and Credit Vouchers electronically, You must still complete and retain Sales Drafts records and Credit Voucher records.
- 7.4. In the event You submit Sales Drafts or Credit Vouchers on paper, You must submit Sales Draft records and Credit Voucher records approved by Us in accordance with the instructions We provide. We reserve the right to increase Your Discount Fee or charge You a transaction fee in the event You do not submit at least 95% of Your Sales Draft electronically.
- 7.5. You may not submit Charges on behalf of any other entity and the Merchant Identification Number on the submission must be the same as the Merchant Identification Number under which Authorizations were received.

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7.6. You will not present for processing or credit, directly or indirectly, any Transaction not originated as a result of a Card Transaction directly between You and a Cardholder or any Transaction You know or should know to be fraudulent or not authorized by the Cardholder.

8. Types of Transactions

8.1. Recurring Billing:

8.1.1. If You offer automatic/recurring billing for a series of separate Transactions, Cardholders must sign a consent form ("Consent Form") authorizing You to charge their Card accounts for specific amounts at specific times ("Recurrent Billing Charges"). You must obtain a Consent Form before submitting the first Recurrent Billing Charge. The Consent Form must include the Cardholder's name, Card account number and signature; the amount of each Recurrent Billing Charge (or, alternatively, a statement that the amount will be variable); the frequency of such Recurrent Billing Charges; the dates the Recurrent Billing Charges will begin and end (or, where there is not an end date, a statement that the Recurrent Billing Charges will remain effective until cancelled); and a statement that the Cardholder may cancel the Consent Form at any time. You must retain Consent Forms for twenty-four (24) months from the date You submit the last Recurrent Billing Charge. Before submitting each Recurrent Billing Charge, You must obtain Authorization and create a Sales Draft record except with the words "Signature on File" on the Cardholder signature line. You must print legibly on the Sales Draft the words "Recurring Transaction".

8.2. Mail Order and Telephone Order Merchants:

8.2.1. You may not accept mail order ("MO") or telephone order ("TO") Transactions unless the Agreement specifically refers to MO/TO in the description of business. If this is not the case, and You would like to accept MO/TO Transactions, You should contact Us and provide descriptions of product types and marketing methods. We reserve the right to refuse Merchant permission to accept MO/TO Transactions.

8.2.2. In the event Merchant is specifically authorized to accept MO/TO Transactions by Us, no Transaction shall be permitted for processing prior to shipping of the product purchased to the Cardholder, unless specifically authorized in the Agreement.

8.2.3. MO/TO Transactions do not require that the Cardholder's signature be on the Sales Draft. You are required to obtain the valid dates for each Card used for a Transaction. The expiration date must be submitted as part of the Authorization inquiry.

8.2.4. In the event that You supply goods and/or services under a pre-Authorization order, You shall not charge a Cardholder for goods after receiving notice from a Cardholder that the Authorization is cancelled.

8.2.5. The receipt of a valid Authorization does not protect Merchant from Chargebacks on Transactions for the unauthorized purchaser reason code. The supply of shipping documents indicating the address the goods were shipped to and a signature of individual (even of the Cardholder) will normally not be sufficient to reverse an unauthorized purchaser reason code.

8.3. Multiple Sales Draft:

8.3.1. You will include a description and total amount of goods and services purchased in a single Transaction on a single Sales Draft or transaction record, unless

8.3.1.1. partial payment is entered on the Sales Draft or transaction record and the balance of the Transaction amount is paid by cash or by check at the time of Transaction, or

8.3.1.2. a Sales Draft represents an advance deposit in a Card Transaction completed in accordance with this Agreement and the Rules.

8.4. Vehicle Rental Transactions:

8.4.1. If You are in the car rental business, You must comply with the following procedures:

8.4.1.1. You must request Authorization before the Cardholder departs with the vehicle. The Authorization is valid for the entire rental period.

8.4.1.2. You estimate the Authorization based on the following:

- i. The expected car rental period indicated by the Cardholder
- ii. The rental rate with any applicable taxes
- iii. The mileage rate
- iv. The insurance coverage
- v. Other charges allowed

8.4.1.3. If the Cardholder extends the rental period, You might need to revise the original Authorization. If the new amount exceeds the original Authorization amount by 15%, obtain Authorization for the amount in excess of the original Authorization.

8.4.1.4. You do not need a new Authorization at the time the vehicle is returned when the total cost of the rental is within 15% of the original Authorization amount. If the full amount of the rental agreement, plus any additional charges exceeds the Authorization amount by 15%, You need to obtain additional Authorization to cover the amount in excess of the original Authorization. Additional Charges may include:

- i. Fuel used
- ii. Insurance
- iii. Damages

a. If any damage is discovered after the Cardholder returns the vehicle and the Cardholder accepted Your Company's CDW/LDW (collision damage waiver/loss damage waiver) and agreed to pay a deductible in the event of damages, calculate the final amount of the rental including the deductible and follow Your normal rental close out procedures. If the Cardholder is present, add the additional charges to the Sales Draft and ask the Cardholder to sign.

b. If the Cardholder is not covered by insurance, You may charge the Cardholder's card if the following conditions are met:

- The Cardholder agreed in writing to pay such charges with his or her Card. The consent may be part of the rental agreement.
- You must notify the Cardholder that he or she is agreeing to pay these charges when the rental agreement is signed.
- The charges must be agreed upon with the Cardholder.
- Amend the rental agreement to include charges for damages and follow your normal close out procedures. If the Cardholder is present, add the additional charges to the Sales Draft and ask the Cardholder to sign.

c. If damages to the vehicle are discovered after the Cardholder has left the location, You can charge the Cardholder if the following conditions are met:

- The Cardholder agreed to pay for the charges with his or her Card. The consent can be part of the rental

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- You must notify the Cardholder that he or she is agreeing to pay these charges when the rental agreement is signed.
- The charge is submitted within 90 days of the date the incident occurred.
- The charge is submitted as a separate transaction, indicating on the Sales Draft "Signature on File," and copy is mailed to the Cardholder's address shown on the rental agreement

iv. Parking tickets and other fines

8.4.1.5. In the event of a dispute due to damages and the Cardholder is not covered by insurance, You must provide Us with the following:

- i. A copy of the car rental agreement
- ii. A copy of the police report
- iii. An itemized invoice for the repairs provided by an organization that is legally authorized to offer such services in your country.

8.4.1.6. In the event of any other dispute and the Cardholder has agreed to pay a deductible, You must provide Us with the following

- i. A copy of the car rental agreement
- ii. An itemized invoice for the repairs provided by an organization that is legally authorized to offer such services in Your country.
- iii. Place and time of violation
- iv. Amount of fine in local currency

8.4.1.7. In the event of a dispute due to parking tickets and traffic violations, You must provide Us with the following

- i. Documentation from the pertinent civil authorities
- ii. Statute/law that was violated
- iii. Place and time of violation
- iv. Amount of fine in local currency

8.5. Advance Lodging Resort Services:

8.5.1. If You are in the hotel business and accept cards to guarantee reservations, You must comply with the following procedures:

8.5.1.1. Reservation Procedures

- i. Accept all Cards when the Cardholder agrees to the Advance Lodging Resort Deposit Service.
- ii. You must obtain the following information from the Cardholder:
 - a. Billing information: Cardholder Name, Account Number and expiration date as displayed on the Card
 - b. Telephone number, email and mailing address
 - c. Scheduled date of arrival and intended length of stay

8.5.1.2. The Merchant must determine the Advance Deposit Transaction amount, not to exceed the following:

- i. The cost of the intended length of stay not to exceed 14 nights' lodging
- ii. The deposit amount must be applied to the total obligation

8.5.1.3. The Merchant must inform the Cardholder of the following, as applicable:

- i. Reserved accommodation rate and the Transaction amount
- ii. Exact Merchant name and location
- iii. Merchant's intention to hold the accommodation for the number of nights paid for
- iv. Merchant cancellation policy and Cardholder should acknowledge and agree to cancellation policy
- v. Provide a confirmation code, and advise the Cardholder to retain it
- vi. Explain to Cardholder advance deposit requirements, cancellation policy requirements, and the actual date and time that the cancellation privileges expire.

8.5.1.4. The Merchant must advise the Cardholder that it will both:

- i. Hold the accommodations according to the reservation
- ii. Provide written confirmation of a Cardholder reservation change if requested

8.5.1.5. The Merchant must also advise the Cardholder that it will retain part or all of the Advance Deposit Transaction amount if the Cardholder has not:

- i. Registered by check-out time the day following the specified last night of lodging for a Hotel (the Cardholder will lose the unused amount of the reservation)
- ii. Cancelled the reservation within the time limit specified by the Merchant

8.5.1.6. Sales Draft Completion

- i. The Merchant must complete a Sales Draft with the following information:
 - a. Advance Deposit Transaction Amount
 - b. Cardholder name and account number
 - c. Cardholder telephone number and mailing address
 - d. The words "Advance Deposit" on the Sales Draft signature line
 - e. Confirmation code
 - f. Scheduled check-in date
 - g. Date and time that cancellation privileges (if any) expire without deposit forfeiture for unused accommodations

8.5.1.7. Sales Draft Delivery to Cardholder

- i. The Merchant must mail the Sales Draft copy and cancellation policy to the Cardholder within 3 business days of the Transaction date.

8.5.1.8. Cancellation

- i. The Merchant accepts all Cardholder cancellations within the limits specified by the Merchant.
- ii. The Merchant must complete a Credit Voucher, including all of the following:
 - a. Transaction amount
 - b. Cardholder name
 - c. Account Number

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- d. Expiration date as displayed on the Card
- e. Cardholder mailing address
- f. Cancellation code and
- g. The words "Advance Deposit" on the Sales Draft signature line
- iii. Within 3 business days of the Transaction date, the Merchant must both:
 - a. Deposit the Credit Voucher
 - b. Mail the Cardholder's copy to the Cardholder

8.5.1.9. Unavailable Hotel Accommodation

- i. If the reserved accommodations are or become unavailable, the Merchant shall
 - a. Process a refund for the entire Transaction amount and provide a copy of the refund to the Cardholder.
 - b. Provide comparable accommodations at an alternate establishment for the number of nights specified in the reservation (not to exceed 14 nights) or until the reserved accommodations become available at the original establishment.
 - c. If requested, provide the Cardholder with two 3 minute telephone calls and message forwarding to the alternate establishment.
 - d. Provide transportation to the alternate establishment's location and return to the original establishment.
 - e. If requested, provide daily transportation to and from the alternate establishment.

8.6. Hotel Reservation Service

8.6.1. If Merchant chooses to use the Hotel Reservation Service, Merchant will comply with all of the following procedures:

8.6.1.1. General Requirements

- i. A hotel must participate in the Hotel Reservation Service if it accepts Cards to guarantee hotel reservations.

8.6.1.2. Billing Information

- i. A hotel must:
 - a. obtain the Cardholder name, account number and expiration date as displayed on the Card
 - b. telephone number, email and mailing address
 - c. Scheduled date of arrival and intended length of stay

8.6.1.3. Accommodation Information

- i. The hotel must quote the reserved accommodation rate and the exact name and physical address of the establishment.
- ii. The hotel must inform the Cardholder that one night's lodging will be billed if the Cardholder has not either:
 - a. Registered by check-out time the day following the scheduled arrival date
 - b. Properly cancelled the reservation, as specified in **Section 8.6.1.5.**

8.6.1.4. Reservation Confirmation

- i. The hotel must provide a confirmation code and advise the Cardholder to retain it in case of dispute.
- ii. The hotel must provide this information verbally and, if requested, must provide to the Cardholder a written confirmation with the following information:
 - a. Cardholder name, account number, and Card expiration date
 - b. Confirmation code
 - c. Exact physical address of the establishment
 - d. Hotel Reservation Service provisions relating to the Cardholder's obligation and
 - e. Any other reservation details

8.6.1.5. Cancellation Period

- i. The hotel must accept all cancellations prior to the specified time.
- ii. The hotel must require cancellation notification more than 72 hours prior to the scheduled arrival date.
- iii. If the Cardholder makes the reservation within 72 hours of the scheduled arrival date, the cancellation deadline must be no earlier than 6:00 p.m. Merchant outlet time on the arrival date or date guaranteed.
- iv. If a hotel requires that a Cardholder cancel before 6:00 p.m. Merchant outlet time on the date guaranteed, the hotel must mail the cancellation policy, including the date and time that cancellation privileges expire, to the Cardholder.

8.6.1.6. Cancellation Confirmation

- i. The hotel must provide a cancellation code (if the reservation is properly cancelled) and advise the Cardholder to retain it in case of dispute.
- ii. If requested by the Cardholder, the hotel must mail a confirmation of cancellation. The confirmation must include the following:
 - a. Cardholder name, account number, and Card expiration date
 - b. Cancellation code
 - c. Any other cancellation details

8.6.1.7. Unclaimed Accommodations

- i. If the Cardholder has not claimed or cancelled the Hotel Reservation Service accommodations by the specified time, the hotel must hold the rooms available according to the reservation until check-out time the following day.
- ii. The hotel may then complete a Sales Draft that must contain the following:
 - a. Amount of one night's lodging plus applicable tax
 - b. Cardholder name, account number, and Card expiration date
 - c. The words "No-Show" on the signature line of the Sales Draft
 - d. The hotel must follow normal Authorization and deposit procedures as specified on the Agreement.

8.6.1.8. Unavailable Accommodations

- i. If the Hotel Reservation Service-guaranteed accommodations are unavailable, the hotel must provide the Cardholder with the following services at no charge:
 - a. Comparable accommodations for one night at another establishment

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- b. If requested, a 3-minute telephone call and message forwarding to the alternate establishment

8.7. Delayed or Amended Charges

- 8.7.1.1. You may process delayed or amended charges if the Cardholder has consented to be liable for the delayed or amended charge for a hotel or car rental company.
 - i. A delayed or amended charge must be processed to the Cardholder's account within 90 calendar days of the Transaction date.
 - ii. These services may include room, food or beverage charges, taxes, fuel, insurance, rental fees, damage to rental vehicles, parking tickets and other traffic violations.

8.8. Ecommerce Merchant

8.8.1. If Your Merchant Application has been approved for the processing of Internet Transactions, You shall comply with all of the following terms and conditions set forth below:

8.8.1.1. Internet Services

- i. Pursuant to this Agreement, the Merchant appoints Bank, and the Bank agrees to perform, in accordance with this Agreement, as the Merchant's exclusive provider of card payment processing services with respect to Internet Transactions by means of the Electronic Commerce Facilities.

8.8.1.2. Password and Implementation Material

- i. Promptly on or following the Effective Date, the Merchant will be allowed to access and utilize the Internet Services and Merchant will be provided with some information and materials to utilize the Internet Services. Such information and materials and all intellectual property rights associated therewith will remain the property of the Bank and/or its suppliers. Merchant agrees to restrict use and access to Merchant's password and log-on ID to Merchant's employees and agents as may be reasonably necessary, and will ensure that each such employee or agent complies with all applicable provisions of this Agreement. Merchant will not give, transfer, assign, sell, resell or otherwise dispose of the information and materials provided to Merchant to utilize the Internet Services. Merchant is solely responsible for maintaining adequate security and control of any and all IDs, passwords, or any other codes that are issued to Merchant by the Bank or its suppliers.

8.8.1.3. Merchant Discount Rate and Service Fees

- i. In consideration of Your access to and utilization of the Internet Services, You agree to pay the Merchant Discount Fee and Services Fee to the Bank and/or suppliers for the internet merchant account. Service Fees include but are not limited to the following:
 - a. Set Up Fee
 - b. Monthly Fee
 - c. Transaction Fee
 - d. Fraud Protection Service Fee
 - e. Account Monitoring Fee

8.8.1.4. Merchant's Web Site and Access to Services

- i. You are responsible for all costs and management related to You and Your customers' access to and utilization of the Internet Services, including, but not limited to the operation and management of all software, hardware and equipment. You are responsible for obtaining any required authorizations or consents from Your customers in connection with card transactions, including without limitation authorization for recurring billings. You are also solely responsible for any business or operations conducted via Your website including but not limited to web operations, information security, product support, quality and availability of products and/or services made available at Your site, fulfillment of orders and returns, the conformity of Your products or services with any requirements of Association Rules or applicable law; and ensuring that Your products and services do not infringe or violate the copyright, trademark or other proprietary rights of any party. You will ensure that all customers of Your Website placing an order for product(s) and/or service(s) are timely advised of the status of such purchase(s) including the timely confirmation of all orders.

8.8.1.5. Merchant's Web Site, Content, and Online Activities

- i. You will provide the Bank the web address and a complete and accurate written description of Your online activity utilizing the Internet Services which describes the products and/or services offered by You and a description of the advertising of Your products and services prior to the offering of new products and/or services to customers, including any changes to Your web address and written description of Your online activity as they occur. You acknowledge that Your company will be solely responsible for:
 - a. the website content (including specific requirements below);
 - b. all representations made in connection with product(s) and/or service(s); and
 - c. the content and nature of all promotions and advertising.
 - d. You expressly acknowledge and agree that Your web site will comply with all current Association Rules, including prominent display of the following:
 - Merchant's business trade name and the corresponding registered domain name.
 - Country of Merchant's domicile including Merchant's physical address, telephone number, fax number, email address etc
 - Complete description of goods and services.

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- Customer Service contact information, including email address or telephone number.
- Merchant's return, refund and cancellation policy
- Transaction currency
- Display of appropriate Card acceptance marks
- Privacy policies/statements
- Delivery policy
- Any applicable export or legal restrictions
- Statement that the sale or disclosure of databases containing Cardholder account numbers, personal information, or other Card transaction information to third parties is prohibited.
- Commitment to process orders promptly and send an email confirmation and order summary within one business day of the initial order. Provide up-to-date stock information if item is back-ordered.
- Commitment to respond to all customer service emails and phone calls within two business days.
- A statement explaining the security controls in place to protect customers
- A statement encouraging Cardholders to retain a copy of the transactions record.

8.8.1.6. The Internet

- i. Bank does not warrant or represent that the Internet will operate without interruptions or be error free. Bank shall not be liable to You for damages, loss, costs or liabilities of whatsoever kind suffered or incurred from Internet system downtime or other failures of the Internet system.

8.8.1.7. Database Requirements

- i. You agree that You shall, at Your own expense, maintain, operate and if necessary, upon Bank's written notice to You, upgrade all systems, equipment and software necessary for the secure storage of data pertaining to its Internet Transactions, whether self hosted or third-party hosted, to ensure the privacy and confidentiality of Cardholder and Authorized user information.
- ii. The database data should be encrypted.
- iii. The database must be in a physically secured (locked) room.
- iv. Access must be restricted to staff on a business need only basis.
- v. Databases access must be password protected.
- vi. The default database, web server and application password must be changed upon system implementation and must be changed thereafter on a monthly basis following industry standard change control procedures.
- vii. The default system access privileges must be changed/ tightened upon system implementation to ensure the least access is permitted for authorized individuals only.
- viii. The default database product encryption key must be changed upon system implementation and must be changed thereafter on an annual basis.
- ix. The database backups must be subject to similar physical safekeeping measures and access must be limited to authorized staff only.
- x. Obsolete database backups must be erased to ensure that Internet Transactions data cannot be recovered.
- xi. The database used to store Internet Transactions data must not be resident on or accessible by the web server and must not be addressable or accessible from the Internet, or accessible through public telecommunications line.
- xii. Unused services on the web server, including but not limited to various other communication protocols, must be disabled or removed.
- xiii. A router or firewall must be installed between the web server and the Internet to screen out other communication protocols that are required for Internet commerce.
- xiv. The controls as defined above are to be reviewed on a periodic basis to ensure that they are still in effect.
- xv. Such other requirements as Bank may reasonably require from time to time. Refer to the PCI Data Security Standards. Information in reference to the PCI Data Security Standards can be accessed via the website https://www.pcisecuritystandards.org/pdfs/pci_dss_v1-1.pdf

8.8.1.8. Compliance with Data Security Requirements

- i. You are fully responsible for the security of data on your website or otherwise in your possession. Your company will:
 - a. Comply with all then-current legal obligations and guidelines, including without limitation those issued by associations associated with the collection, security and dissemination of data on Merchant's website, and expressly including the Visa Cardholder Information Security Program (CISP) and MasterCard's Site Data Protection (SDP) Program. These programs include without limitation requirements that Your company: maintain a network firewall, keep security patches up-to-date, encrypt stored data, maintain updated anti-virus software, restrict access to data (including physical access), maintain unique user identification, user tracking and password requirements, conduct regular testing of security systems and procedures, maintain a security information policy for employees and contractors. For details of these programs log onto www.visa.com/cisp or www.mastercard.com/sdp;
 - b. Conspicuously post on Your company's website a privacy policy that meets all applicable legal and association requirements and is consistent with good business practices with respect to the collection and use of customers' personally identifiable information; and
 - c. Notify Us of any agent, including any gateway, shopping cart, or other third party provider, that has access to Cardholder data and ensure that such agent is compliant with all then-current legal obligations associated with the collection, security and dissemination of data; and notify Us immediately of any security breaches to Merchant's data records or system as it relates to the Services. If Merchant fails to comply with the requirements or We have indication of an actual or potential security breach, the Bank may suspend the provision of the Internet Services hereunder immediately upon written notice

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to Merchant. That notice will explain the basis for such suspension, including measures reasonably calculated to rectify the failure or security breach. The suspension will remain in effect and until such time as the Bank is satisfied that Merchant has cured its failure or properly addressed the security breach.

Merchant shall not store or retain, PIN data, AVS data, or Card Validation Codes (three-digit values printed in the signature panel of most Cards) of any Cardholder and will be liable for any fines for violation of such Card Association Rule. Merchant acknowledges that in the event that We receive indication of a security breach or compromise of Cardholder data relating to Merchant, Merchant may be required to have a third party forensic auditor certified by the Card Associations, conduct a security review of Merchant's systems and facilities and issue a report to be provided to Us and the Card Associations. In the event that the Merchant fails to initiate such process after Our request, Merchant authorizes us to take such action, at Merchant's expense.

8.8.1.9. Use of Cardholder Information

- i. Unless You obtain consent from Us and each applicable Card Association, card issuing bank and Cardholder, Merchant must not use, disclose, sell or disseminate any Cardholder information obtained in connection with a Transaction (including the names, addresses and Card account numbers of Cardholders) except for purposes of authorizing, completing and settling Transactions and resolving any chargebacks, retrieval requests or similar issues involving Transactions, other than pursuant to a court or governmental agency request, subpoena or order. Merchant shall use proper controls for and limit access to, and render unreadable prior to discarding, all records, in whatever format they may exist, containing Cardholder account numbers and Card imprints. You may not retain or store magnetic stripe data after a transaction has been authorized. If Merchant stores any electronically captured signature of a Cardholder, You may not reproduce such signature except upon Our specific request. The Rules prohibit the sale or disclosure of databases containing Cardholder account numbers, personal information, or other Transaction information to third parties as an asset of a failed business. In such cases, Transaction information is required to be returned to the Bank or acceptable proof of destruction of this data provided.

8.8.1.10. Modification in Connection with Card Association Requirements.

- i. Visa and MasterCard Association Rules give Visa and MasterCard certain rights to require termination or modification of this Agreement with respect to Transactions involving Visa and MasterCard credit or debit cards and the Visa and MasterCard Card systems and to investigate Merchant. Merchant also acknowledges that issuers of other Cards, for which The Bank performs services on Merchant's behalf, may have similar rights under their applicable Rules with respect to this Agreement's applicability to Transactions involving such other Cards.

8.8.1.11. Merchant's General Representations and Warranties

- i. You represent and warrant that
 - a. You are in compliance with applicable laws and regulations of Belize and of any other jurisdiction where you operate or are incorporated;
 - b. Information provided as part of the Merchant Application process is accurate, complete and current; and
 - c. You have the power and authority to enter into and perform the obligations under this Agreement.

8.8.1.12.No Illegal Use of Services

- i. You will not access and/or utilize the Services for illegal purposes, or purposes that would violate the Rules, and will not interfere or disrupt networks connected with the Services.

8.8.1.13.Delivery of Goods.

- i. You will be solely responsible for the delivery of all goods and/or services relating to Our Services ordered by Your customers and Your customers' satisfaction therewith.

8.8.1.14. Prohibited Activities

- i. You agree that You will not at any time conduct Your business in any manner that directly or indirectly offers, sells, leases, licenses, displays, delivers, advertises, recommends, or promotes any product(s), service(s), data, information, image(s), text and/or other website content, which does or is:
 - a. Unlawful or violates any applicable local, state, national or international law, ordinance or regulation having the force of law;
 - b. pornography or sexually oriented, profane, obscene, vulgar, offensive, lewd; defamatory, libelous, slanderous, abusive, threatening or harassing towards others;
 - c. a multi-level marketing program, chain letter or pyramid scheme;
 - d. an unfair, unlawful or deceptive business practice;
 - e. racially or otherwise offensive, hateful, bigoted or intolerant;
 - f. in violation of any privacy or data protection law or right;
 - g. infringe or violate any patent, copyright, trademark, trade secret, right of publicity or privacy or other proprietary right under the laws of any jurisdiction;
 - h. transmit or deliver in any material that contains viruses, worms, Trojan horses, time bombs and any other harmful or damaging software or other technology or the means for developing any of the above;
 - i. advocate, promote and/or provide assistance in carrying out violence or any other unlawful activity against any persons or any governments, businesses or other entities;
 - j. the subject of any government investigation or proceedings; or
 - k. any form(s) of gambling.

9. Prohibited Transactions

9.1. You may not accept Card(s) for:

- 9.1.1.** Penalties or fines of any kind, damages, losses or any other costs or fees that are beyond the normal basic fee for the goods or services provided, or amounts for which the Cardholder has not specifically authorized payment by the Card;
- 9.1.2.** Gambling services, gambling chips of gambling credits;

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- 9.1.3. Cash;
 - 9.1.4. Sales made under a different trade name or business affiliation than indicated in this Agreement or otherwise approved by Us;
 - 9.1.5. Sales by third parties; or
 - 9.1.6. Amounts which do not represent a bona fide sale of goods or services at Your business.
- 9.2. You will not present any Sales Draft or other memorandum to Bank for processing (whether by electronic means or otherwise) which relates to the sale of goods or services for future delivery without Bank's prior written authorization. Such consent will be subject to Bank's final approval. If Bank has given such consent, You represent and warrant to Bank that You will not rely on any proceeds or credit resulting from such transactions to purchase or furnish goods or services. You will maintain sufficient working capital to provide for the delivery of goods or services at the agreed upon future date, independent of any credit or proceeds resulting from Sales Draft or other memoranda taken in connection with future delivery transactions.
- 9.3. You will not deposit any Transaction for purpose of obtaining or providing a cash advance. You agree that such deposit shall be grounds for immediate termination.
- 9.4. You will not deposit duplicate Transactions. You will be debited for duplicate Transactions and shall be liable for any chargebacks, which may be a result there from.
- 9.5. You will not present any Transaction representing the refinancing of an existing obligation of a Cardholder including, but not limited to obligations
- 9.5.1. Previously owed to Merchant
 - 9.5.2. Arising from the dishonor of a Cardholder's personal check, and/or
 - 9.5.3. Representing the collection of any other pre existing indebtedness, including collection of delinquent accounts on behalf of third parties
- 9.6. You will not obtain under any circumstances Authorization for, nor process a sale on any Card you are authorized to use. Processing Your own Card is ground for immediate termination of this Agreement

10. Equipment

- 10.1. At Your request and subject to availability We will install a terminal and corresponding imprinter ("Terminal"). Terminals will remain Our property and You must return them to Us upon termination of this Agreement. You shall not transfer any Terminal from the physical location at which it is installed (not even to another location that You own) nor shall You alter cords, cables, pluggers or other elements of the Terminal's installation, unless You have received Our prior authorization. You shall be responsible for the safekeeping and maintenance of Terminals and shall be liable to Us for any damage to, or loss of, Terminals and for any damage to a Terminal or the network for any unauthorized alteration to the Terminal or its installation.

11. Merchant Discount Fee

- 11.1. The amounts We charge You for accepting the Card is a percentage of the face amount of charges You submit ("Discount Rate"). The initial Discount Rate is indicated in this Agreement or otherwise provided to You in writing by Us. We have the right to adjust the Discount Rate at any time. If the Discount Rate is adjusted by us at any time You will be notified of such adjustment within a reasonable time.

12. Deposit of Sales Draft and Funds Due to Merchant

- 12.1. Bank will deposit to the Designated Account (defined in section 19 below) funds evidenced by Sales Drafts (whether evidenced in writing or by electronic means) complying with the terms of this Agreement and the Rules and will provide You provisional credit for such funds (less recoupment of any credit(s), adjustments, fines, chargeback or fees). You understand and agree that we may withhold deposit and payment to you without notice until the expiration of any chargeback period:
- 12.1.1. If We determine, in Our sole and reasonable discretion, that a Transaction or batch of Transactions poses a risk of loss to Us. We are not responsible for any losses You may incur, including but not limited to NSF fees, due to such delayed deposit of funds. You acknowledge that Your obligation to Bank for all amounts owed under this Agreement arise out of the same Transactions as Bank's obligation to deposit funds to Designated Account.
 - 12.1.2. Notwithstanding the previous sentences, under no circumstances will Bank be responsible for processing credits or adjustments related to Sales Drafts not originally processed by Bank. All Sales Drafts and deposits are subject to audit and final checking by Bank and may be adjusted for inaccuracies. You acknowledge that all credits provided to You are provisional and subject to chargebacks and adjustments: (a) in accordance with the Rules; (b) for any of Your obligations to Bank; and (c) in any other situation constituting suspected fraud or breach of this Agreement, whether or not a Transaction is charged back by the Card issuer. Bank may elect to grant conditional credit for individual or groups of any funds evidenced by Sales Drafts. Final credit for those conditional funds will be granted within Bank's sole discretion.
 - 12.1.3. Bank may impose a cap on the volume and ticket amount of Sales Drafts that We will process for You, as indicated to You by Bank. This limit may be changed by Credomatic and Bank upon written notice to You.
- 12.2. Bank will pay You in the currency specified in this Agreement for the face amount of Charges You submit, minus:
- 12.2.1. The amount calculated using the Discount Rate (Discount);
 - 12.2.2. Any amounts You owe Us;
 - 12.2.3. Any amounts for which We have Full Recourse; and
 - 12.2.4. Any Credits You submit.
- 12.3. All credits to the bank account(s) You designate for Us to debit and credit for Transactions and related amounts (the "Settlement Account"), as well as any other payments to You, are provisional and are subject to Our final audit and checking. Bank may debit or credit Your Settlement Account for any deficiencies and overages or may deduct such amounts from settlement funds due to You.
- 12.4. The deposit to the Settlement Account will be initiated within 3 business days following receipt of the Sales Draft.
- 12.5. You hereby authorize the Bank to effect all such debits and credits to the Settlement Account.

13. Full Recourse

- 13.1. Full Recourse means our right to payment from You for the full-face amount of each Charge subject to such right. We may deduct, recoup and offset such amount from payments to You or You shall pay Us promptly upon receipt of Our invoice. In the event We have not received payment in full of any such Charge within the number of days specified, We reserve the right to charge interest at the rate set by Us. We shall have Full Recourse with respect to a

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Charge if You do not comply with the terms of this Agreement, even if We had notice when We paid You for that Charge that You did not so comply and even if You obtained Authorization for the Charge in question. We will also have Full Recourse as provided elsewhere in this Agreement.

14. Request for Copies and Chargebacks

- 14.1.** Within 3 days of receipts of any written or verbal request by Bank under this Agreement, You shall provide either the actual paper Sales Draft or a legible copy thereof (in size comparable to the actual Sales Draft) and other documentary evidence available to Merchant and reasonably requested by Bank to meet Bank's obligations under law or otherwise to respond to questions concerning Cardholder accounts.
- 14.2.** You are fully liable for all Transactions returned for whatever reason, otherwise known as "chargebacks". You will pay on demand the value of all chargebacks. Authorization is granted to offset from incoming Transactions and to debit Designated Account, the Reserve Account (defined in section 19 below) or any other account held at Bank or at any other financial institution the amount of all chargebacks. You will fully cooperate in complying with the Rules regarding chargebacks.
- 14.3.** If a Cardholder raises a claim, complaint or question about any Charge (a "Disputed Charge"), We may request further information from You. We will enumerate the information You must provide to Us and You must respond within 10 days. We reserve the right to exercise Full Recourse immediately, in which case We will advise You of the reason, Transaction details and, where We deem appropriate, provide You with copies of Cardholder documentation (the "Information"). If You continue to believe the Cardholder to have been incorrect in his/her claim, complaint or question, You must provide Us with documentation necessary to support Your position within 20 days from the date of the Information. If You do not submit documentation, or documentation submitted by You is deemed inadequate or the Cardholder continues to dispute the Charge, Full Recourse will be exercised (or if exercised previously, will remain in force). We reserve the right to make a charge to You (in which case We will advise You of the amount to be charged) in the event We determine that a Disputed Charge arose due to Your having submitted duplicate Charges for the same Transaction.
- 14.4.** Chargeback Reasons:
- 14.4.1.** The summary of reasons for chargebacks includes, but is not limited to any one of the following:
- 14.4.1.1.** The card account number submitted by Merchant is invalid
- 14.4.1.2.** The Cardholder complains that:
- i. Neither the Cardholder or authorized persons by Cardholder received the goods/services requested; or
 - ii. He/she received the goods/services but disputes the quality.
 - iii. He/she never received credit for a returned item or a cancelled order.
 - iv. He/she was incorrectly charged.
- 14.4.1.3.** No authorization was requested and obtained, or was denied.
- 14.4.1.4.** The sale was authorized but not for the correct amount.
- 14.4.1.5.** The authorization code provided is invalid.
- 14.4.1.6.** The Card was expired at the time of the sale, or had not reached its effective date.
- 14.4.1.7.** The Sales Draft was not signed. An exception will be made for mail order and telephone order sales where authorized.
- 14.4.1.8.** The Card issuer has information that a Merchant fraud has occurred.
- 14.4.1.9.** The account number and the amount of sale are missing from Sales Draft or are illegible.
- 14.4.1.10.** The Card information was manually entered on the Point of Sale Terminal and no Card imprint was obtained.
- 14.5.** We may require You to pay any applicable chargeback handling fee or fines imposed due to your excessive chargeback volume and any other fees or fines imposed for Your acts or omissions.

15. Monthly Volume and Average Ticket

- 15.1.** You represent that the estimated monthly volume of Sales Transactions ("Monthly Volume") and the estimated average Sales Transaction dollar amount ("Average Ticket Amount") appearing on the Merchant Application are each good faith estimates and that there is reasonable basis for each such estimate.
- 15.2.** You acknowledge that any actual Monthly Volume or any actual Average Ticket Amount in excess of such estimates will cause Bank to review Merchant's file and that such review may result in the delay of transmission of funds and possible interruption of service. Bank may withhold the payment of any amounts otherwise payable hereunder and may terminate this Agreement if the actual Monthly Volume and/or Average Ticket Amount materially exceed such limits.

16. Account Monitoring

- 16.1.** You acknowledge that Bank will monitor Your daily merchant deposit activity. The deposit activity must remain consistent to the "approved" Monthly Volume and Average Ticket Amount approved on the Merchant Application. If You should exceed the "approved" Monthly Volume, You acknowledge that additional documentation could be required. You agree that Bank may not process volumes over the "approved" Monthly Volume. Merchant agrees that Bank may suspend, within their sole discretion, the disbursement of Merchant's funds for any reasonable period of time required to investigate suspicious or unusual deposit activity. The Bank will make good faith efforts to notify You immediately. Bank shall have no liability for any losses, either direct or indirect, which You may attribute to any suspension of funds disbursement.
- 16.2.** In the event of unusual Transactions that have been suspended and cannot be verified as valid Transactions or have been verified as Cardholder disputes, You agree that a security processing fee not to exceed 10% of the unusual Transaction(s) may be assessed.
- 16.3.** Merchant's presentation to Bank of "Excessive Activity" will be a breach of this Agreement and cause for immediate termination to this Agreement. "Excessive Activity" means during any monthly period;
- 16.3.1.** The dollar amount of chargebacks and/or retrieval requests is in excess of 1% of the average monthly dollar amount of your Card transactions; or
- 16.3.2.** The number of chargebacks and/or retrieval requests is more than 5; or
- 16.3.3.** Sales activity exceeds by 25% the dollar volume indicated on the Merchant Application; or
- 16.3.4.** The dollar amount of returns is more than 20% of the average monthly dollar amount of Your Transactions.
- 16.3.5.** The fraud to sales ratio is in excess of 1%. The fraud to sales ratio is the percentage of aggregate amount of transaction amount reported as fraud to Card Association divided by total sales amount for a given month.
- 16.3.6.** The number of fraud reported Transactions for Your location to Card Associations is in excess of 2 Transactions per month; or

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16.3.6. The number of fraud reported Transactions for Your location to Card Associations is in excess of 2 Transactions per month; or

16.3.7. Fraud activity exceeds the Card Associations minimum requirements.

16.4. You authorize Us, upon the occurrence of Excessive Activity, to take any action We deem necessary including but not limited to, auditing of Merchant account, suspension or termination of processing privileges or creation or maintenance of a Reserve Account in accordance with this Agreement.

16.5. You authorize Us to debit the Designated Account or any other account You conduct with the Bank for any fees imposed by Card Association due to Your processing of "Excessive Activity", or any fees imposed by the Bank for the monitoring and auditing of Your account.

17. Merchant Statements

17.1. You will receive statements reflecting activity on Your Merchant Account (the "Merchant Statement"). You agree to examine and reconcile the Merchant Statement and notify Us of any error or discrepancy. Unless You provide Us with written notice of any error or discrepancy within 30 days of the Merchant Statement date, the Merchant Statement shall be deemed as correct for all purposes and We shall not be liable for any error or discrepancy reflected thereon. No legal proceedings or action may thereafter be brought against Us to recover for any error or discrepancy.

18. Fees and Other Amounts Owed

18.1. You will immediately pay any amount incurred by Us attributable to the Agreement including but not limited to chargebacks, fines imposed by Card Associations and non-sufficient fund fees. You authorize the Bank to debit Designated Account, Merchant Account, or any other account You have at Bank for any amount You owe Us under this Agreement.

18.2. You will be liable for and will indemnify and reimburse Bank for all costs paid or incurred by Bank in the enforcement of this Agreement, including but not limited to attorneys' and investigators' fees, or in collecting any amounts due from Merchant or resulting from any breach by Merchant of this Agreement.

19. Designated Account

19.1. Merchant will establish and maintain an account at Bank. Merchant will maintain sufficient funds in the Designated Account to satisfy all obligations, including fees, contemplated by this Agreement. Merchant irrevocably authorizes Bank to debit the Designated Account for chargebacks, fees and any other penalties for amounts owed under this Agreement. This authority will remain in effect for at least 2 years after termination of this Agreement whether or not You have notified Bank of a change to the Designated Account. Merchant must obtain prior written consent from Bank to change the Designated Account. If Merchant does not get that consent, Bank may immediately terminate the Agreement and may take other action necessary, as determined by Bank within its sole discretion.

19.2. You must promptly examine all statements relating to the Designated Account, and immediately notify Bank in writing of any errors. Your written notice must include:

19.2.1. Merchant name and account number;

19.2.2. the dollar amount of the asserted error;

19.2.3. a description of the asserted error, and

19.2.4. an explanation of why You believe an error exists and the cause of it, if known. The written notice must be received by Bank within 30 calendar days after You received the periodic statement containing the asserted error. You may not make any claim against Bank for any loss or expense relating to asserted error for 60 calendar days immediately following receipt of Your written notice. During that 60 day period, Bank will be entitled to investigate the asserted error.

20. Reserves

20.1. We may withhold payment from you if, in our reasonable business judgment, it is necessary to create a non-interest bearing Deposit Account ("Reserve Account") as security for your obligations to us under this Agreement. We have the right to deduct from and recoup and offset against the Reserve Account, amounts you owe us under this Agreement or any other agreement between you and us. We will notify you if we withhold payments. We may take other reasonable actions to protect our rights including, but not limited to, changing your speed or method of pay, exercising Full Recourse immediately for all Disputed Charges, and/or charging you a fee for each Disputed Charge.

20.2. Bank may deposit into the Reserve Account funds it would otherwise be obligated to pay you, for the purpose of establishing, maintaining or increasing the Reserve Account in accordance with this Section, if it determines such action is reasonably necessary to protect its interests.

21. Confidentiality

21.1. You shall keep confidential any information You receive from Us that is not publicly available and the terms and conditions of this Agreement, including without limitation your Discount Rate or Fee, speed of pay and fees and charges.

21.2. You agree that the names, addresses and account numbers of Cardholders are Our sole and exclusive property. You must not use, sell, disclose or permit to be disclosed a Cardholder's name, address or account number to any third party without Our prior written consent. You must limit access to, and must render unreadable prior to discarding all records containing Cardholder account number and card imprints.

21.3. You agree that You will not maintain or retain information from the magnetic stripe of Cards (track 1, 2, or 3) on Your computers, electronic devices or otherwise.

21.4. We reserve the right to conduct an audit, during normal business hours and upon reasonable notice to You, of Your compliance with the foregoing and Your procedures for ensuring such compliance on an ongoing basis.

22. Indemnification

22.1. You agree to indemnify and hold Us harmless from and against all losses, liabilities, damages and expenses (including attorneys' and collection fees and expenses) resulting from any breach of any covenant or agreement or any misrepresentation by You under this Agreement, or arising out of You or Your employees' gross negligence or wilful misconduct in connection with Your Transactions, or otherwise arising from Your provision of goods and services to Cardholders.

22.2. The individual who signs this Agreement as a Guarantor acknowledges that he or she will benefit from the services and financial accommodation We provide to Your business. In order to induce Us to enter into this Agreement, any individual signing as a Guarantor hereby personally guarantees the obligations (including all payment and indemnity obligations) contained in this Agreement and any other agreement with Us or any of Our affiliates for

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any related equipment or related services (including any check guarantee or check verification service). If there is more than one Guarantor, each such Guarantor will be jointly and severally liable. We may proceed against any Guarantor with or without joining You or a Cardholder and without first or contemporaneously proceeding against or seeking to collect from any other such persons.

- 22.3.** We agree to indemnify and hold You harmless from and against all losses, liabilities, damages and expenses (including reasonable attorneys' fees and expenses) resulting from any breach of any covenant or agreement or any misrepresentation by Us under this Agreement or arising out of Our employees' gross negligence or wilful misconduct in connection with this Agreement.

23. Merchant Application

- 23.1.** You represent and warrant to Us that all information in the Application is correct and complete. You must notify Us in writing of any changes to the information in the Application, including but not limited to: any additional location or new business, (the identity of principals and/or owners, the form of business organization (i.e., sole, proprietorship partnership, etc.), type of goods and services provided and how sales, are completed (i.e. by telephone, mail, or in person at Your place of business). The notice must be received by Us within 10 business days of the change. You will provide updated information to Us within a reasonable time upon request. You are liable to Us for all losses and expenses incurred by Us arising out of Your failure to report changes. We may immediately terminate this Agreement upon notification by You of a change to the information in the Application.

24. Financial Information

- 24.1.** Authorizations – You authorize Bank to make any business or personal credit inquiries they consider necessary to review the acceptance and continuation of this Agreement. You also authorize any person or credit reporting agency to compile information to answer those credit inquiries and to furnish that information to Bank.
- 24.2.** Documents – You will provide Bank personal and business financial statements and other financial information as requested from time to time. If requested, You will furnish within 120 calendar days after the end of each fiscal year to Bank a financial statement of profit and loss for the fiscal year and a balance sheet as of the end of the fiscal year.

25. Force Majeure

- 25.1.** In the event We are unable to timely perform Our obligations hereunder due to causes beyond Our control, including without limitation, earthquake, volcanic eruption, hurricane, tornado, cloudburst, flooding, fire, lightning explosion, labour disturbances, riots, civil strife, war or any other form of hostilities, or any computer system hardware or software malfunction or failure or any telecommunication system failure or any other fortuitous event rendering pertinent data processing or transmission facilities wholly or partially inoperable, We shall not be liable for any loss or damage resulting to You or any other party. We, however, shall exercise due diligence to re-establish service as soon as possible after the occurrence of any of the aforesaid events.

26. Modifications

- 26.1.** This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior agreements and understanding, oral or written. No modification to this Agreement shall be effective or bind either party unless set forth in writing and signed by duly authorized representatives of both parties.
- 26.2.** Notwithstanding subsection (a) above, We reserve the right to modify this Agreement, without prior notice to You, to reflect changes directed by Card Associations

27. Term and Termination

- 27.1.** This Agreement shall remain in force for an original term of two years from the date of execution, and unless terminated, shall be automatically renewed for successive one year terms thereafter.
- 27.2.** This Agreement may be terminated as follows:
- 27.2.1.** By either party upon giving written notice to the other party of at least 60 days prior to the end of the original term or any renewal term;
 - 27.2.2.** By Us, upon the transfer of 49% or more of the voting control of the Merchant or any parent of the Merchant, upon the merger or consolidation of the Merchant, or upon the sale of all or a substantial portion of the Merchant's assets;
 - 27.2.3.** By Us immediately upon the occurrence of any circumstances which, in our opinion, involves elements of fraud or presents a financial or security risk to Us;
 - 27.2.4.** If either party materially defaults in the performance of its obligations hereunder and fails or refuses to remedy such default within 30 days after written notice, the other party may terminate this Agreement by giving 7 days written notice. However, upon reasonable belief that such default involves elements of fraud, We may terminate immediately and without notice; or
 - 27.2.5.** At any time after the filing of any petition for bankruptcy (voluntary or involuntary), reorganization, debt consolidation, or upon a party's application for the appointment of a receiver or trustee of its assets, or upon the initiation by government of any receivership or assisted acquisition transaction, the other party or parties may terminate this Agreement immediately.
- 27.3.** If this Agreement is terminated for any reason, we shall continue to process chargebacks and adjustments for 270 days after the date of termination, and You agree to promptly pay us for any such chargebacks processed.
- 27.4.** No termination hereunder shall affect the rights or obligations of any party which may have arisen or accrued prior to such termination.
- 27.5.** Upon termination (and also, upon suspension, if we so request), You must:
- 27.5.1.** Remove all Card Association identification and return Our materials and equipment immediately;
 - 27.5.2.** Submit any Charges incurred prior to the termination in accordance with this Agreement; and
 - 27.5.3.** Submit any Credits relating to these Charges in accordance with this Agreement. Our rights under the sections entitled "FULL RECOURSE," "CHARGEBACK," "RESERVE," "CONFIDENTIALITY" and "INDEMNIFICATION" shall survive termination of this Agreement.

Initials

Merchant: _____ Bank: _____

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28. Assignability: Successors and Assigns

28.1 You may not assign or transfer this Agreement, by operation of law or otherwise, without our prior written consent. For the purposes of this Agreement, any change in majority legal or beneficial ownership of Your business or any parent of the Merchant shall be considered an assignment or transfer hereof. We may assign or transfer this Agreement and its rights and obligations hereunder, in whole or in part, to any third party, whether in connection with such change in sponsorship or otherwise, without the necessity of obtaining Your consent. Subject to the foregoing, all of the terms and provisions hereof shall be binding upon, and inure to the benefit of, the successors and assigns of the parties hereto.

29. Governing Law

29.1. This Agreement and the rights and duties of the parties hereto, shall be governed by and construed in accordance with the laws of Belize.

30. Trade Mark and Service Mark

30.1. Your use of Card Association trade marks must fully comply with the Rules. Where you mention the Card as a payment method, you must use Our trade marks. You agree that We may list the name and address of You and Your business in materials containing lists of establishments, which accept the Card, which We may publish from time to time.

IN WITNESS WHEREOF, the parties by their duly authorized officers have executed and delivered this Agreement on this _____ day of _____ in the year _____.

Currency _____

Visa Merchant Discount Fee Rate _____

MasterCard Merchant Discount Fee Rate _____

Other Card _____ (Merchant Discount Rate) _____

Name of Merchant (DBA if any) _____

Print Name of Principal or Corporate Officer Title Signature Date

Print Name of Principal or Corporate Officer Title Signature Date

Witness: _____
Name Signature

THE BELIZE BANK LIMITED

Authorizing Officer Name Title Signature Date

Witness: _____
Name Signature

Initials
Merchant: _____ Bank: _____
The Belize Bank Limited Merchant Agreement