

Schedule 1

TeleCheck Service Schedule

This TeleCheck Service Schedule (**Schedule**) is between TeleCheck Services, LLC (**TeleCheck**) and the State of North Carolina (**Company**), and its effective date is May 24, 2024 (the **Effective Date**).

The parties agree:

1 General

- 1.1 *Agreement Acknowledgment.* This is a Schedule to the [Payment Solutions Agreement], dated on or about the date hereof (as amended, the **Agreement**), between First Data Merchant Services LLC and/or its affiliates (**FDMS**) and Company. The terms of the Agreement are incorporated within this Schedule and the parties agree to be bound by such terms. Capitalized terms used but not defined in this Schedule have the meanings given in the Agreement. TeleCheck, an affiliate of FDMS, will provide the Services described in this Schedule directly to Company. In the event of any conflict between the terms of this Schedule and the Agreement, this Schedule will control.
- 1.2 *Services.* Under this Schedule, TeleCheck may provide Company with certain services relating to Company's acceptance of check or electronic funds transfer items (each an **Item**, and together, **Items**), as may be mutually agreed to by TeleCheck and Company (or its locations) from time to time. The **Services** may include (a) warranty services, (b) verification services, (c) and/or settlement processing services, all as provided in this Schedule.

2 Warranty Services

- 2.1 *Information Warranty.* If TeleCheck and Company enable warranty services for certain Company locations or transaction-types, TeleCheck will provide the provision of an approval code (the **TeleCheck Approval Code**) to assist Company in deciding whether or not to accept a check or an electronic funds transfer item (each an **Item**, and together, **Items**). TeleCheck warrants the accuracy of the information given in the TeleCheck Approval Code for transactions (each a **Transaction**, and together, **Transactions**) processed under this Schedule (the **Information Warranty**) when an Item meets the warranty requirements described below. Items that satisfy TeleCheck's Information Warranty and meet the corresponding warranty requirements are **Eligible Items**. TeleCheck will purchase Eligible Items that are subsequently dishonored, returned, reversed, or otherwise not paid by a consumer's financial institution (these Items are **Return Items**). Company's sole remedy for a breach of TeleCheck's Information Warranty is the right to require TeleCheck to purchase an Eligible Item that became a Return Item. TeleCheck's liability to Company for breach of its Information Warranty will not exceed the lesser of: (a) the amount of the Eligible Item, or (b) the Warranty Maximum. **Warranty Maximum** is the total dollar amount permitted per Warranty Transaction (which may be designated by specific product/service) as set forth on the Fee Schedule. Company may accept Items that do not receive a TeleCheck Approval Code or that do not meet the warranty requirements (these Items are **Ineligible Items**); however, Ineligible Items are not covered under TeleCheck's Information Warranty and Company shall be fully responsible and liable to TeleCheck for all Returned Transactions on Ineligible Items. Each Company location using warranty services for a particular transaction-type must process all of its Items for that transaction-type through the warranty services.
- 2.2 *General Warranty Requirements.* Company represents and warrants that each Item it submits to TeleCheck for processing and coverage under the Information Warranty meets the following requirements and the other applicable requirements set forth in this Schedule:
- (1) The Item is drawn on the consumer's deposit account at a United States or Canadian financial institution (for example, and without limitation, money orders, cashier's checks, travelers' checks, insurance checks, credit card checks, or non-first party Items are Ineligible Items);

- (2) The Item, or a clear image of the Item (if submitted using a mobile or other optical imaging device), shows the consumer's name, address, check number, and routing and account numbers in the MICR line (not applicable to ICA Services, CBP Services, or Remote Pay Services);
- (3) The Item is a properly completed first party Item that is dated, payable to Company, made out for the amount due to Company for its goods or services, and signed by the consumer (not applicable to ICA Services, CBP Services, or Remote Pay Services);
- (4) The consumer authorized debiting its account by electronic funds transfer or remotely created check for the amount of the Item (an **Authorization**) in accordance with the **Nacha Rules**, as applicable, for the services utilized;
- (5) The Item represents the consumer's payment obligation to Company for its goods or services, and has not been used in another transaction;
- (6) The amount of the Item (a) is for the price of Company's goods or services, (b) matches the amount submitted to TeleCheck for processing, and (c) does not exceed the Warranty Maximum;
- (7) The Item was not submitted as a split sale or in other ways to avoid these warranty requirements or the Warranty Maximum;
- (8) The Item is not for credit, cash, or payment on an account, debt, or Item already due to Company;
- (9) The Item does not pre-date or post-date the date of the transaction and corresponding inquiry to TeleCheck by more than 1 calendar day;
- (10) The transaction and corresponding Item are not subject to any stop payment, dispute or setoff right;
- (11) Company is not aware of anything that invalidates the Item, prevents its collection, or relieves the consumer from liability for it; and
- (12) Company provided the notices and obtained consents required by applicable Law, authorizing TeleCheck to process the Item as an electronic funds transfer or remotely created check and imposing (and authorizing such processing of) a fee for Return Items.

2.3 *Transaction-Specific Requirements.*

- 2.3.1 *Specific Requirements for ECA Transactions:* In addition to the general warranty requirements set forth above, the following requirements apply to ECA Transactions (defined below) and must be followed in accordance with TeleCheck's operating guidelines and specifications: (a) the consumer signed an authorization to debit consumer's account and consumer's signature on the authorization reasonably matches the name imprinted on the Item; (b) the authorization must be clearly and conspicuously posted and a copy of the authorization must be provided to the consumer, and (c) the Item must be voided and returned to the consumer after submission to TeleCheck for processing. If such ECA Transaction is approved as a paper check that cannot be settled as an electronic funds transfer, the additional requirements described below apply. An **ECA Transaction** is a Transaction processed under the ECA Services in which an in-person payment from a consumer to Company is initiated using a standard check and which is processed under this Schedule as an electronic fund transfer or remotely created check.
- 2.3.1 *Specific Requirements for ICA Transactions:* In addition to the general warranty requirements set forth above, the following requirements apply to ICA Transactions (defined below) and must be followed: (a) the consumer electronically authorized the transaction in accordance with TeleCheck operating guidelines and specifications and (b) the payment website site authenticates the consumer's identity and uses appropriate site security and internet session security standards in accordance with the Nacha Rules. An **ICA Transaction** is a Transaction processed under the ICA

Services in which a payment is initiated and authorized by a consumer to Company via the Internet and is processed under this Schedule as an electronic fund transfer or remotely created check.

- 2.3.3 *Specific Requirements for CBP Transactions:* In addition to the general warranty requirements set forth above, the following requirements apply to CBP Transactions (defined below) and must be followed: (a) the consumer provided a telephonic authorization in accordance with TeleCheck operating guidelines and specifications; (b) the payment is not the result of Company initiating an unsolicited telephone call to consumer with which Company had no prior relationship; and (c) Company directly tape recorded the verbal telephonic authorization from consumer or, alternatively, Company sent the required written confirmation notice of the oral authorization to the consumer. A **CBP Transaction** is a Transaction processed under the CBP Services in which a payment is initiated and authorized by a consumer to Company over the phone and is processed under this Schedule as an electronic fund transfer or remotely created check.
- 2.3.4 *Specific Representations for Remote Pay Transactions.* In addition to the general warranty requirements set forth above, Company represents and warrants the following for each Remote Pay Transaction (defined below): the consumer signed a written authorization to debit consumer's account for the Remote Pay Transaction in accordance with TeleCheck's operating guidelines and specifications and the Nacha Rules. A **Remote Pay Transaction** is a Transaction processed under the Remote Pay Services in which the consumer provides a written authorization to Company for the payment and is processed under this Schedule as an electronic fund transfer or remotely created check.
- 2.4 *Requirements for Checks Approved as Paper Only or Imaged Checks.* If TeleCheck approves an Item as a paper check that could not be settled as an electronic funds transfer (*i.e.*, check is to be deposited by Company) (a **Paper Settlement Item**), the following requirements apply in addition to the general warranty requirements set forth above: (a) the check must include the consumer's name (imprinted by the manufacturer), physical address (imprinted by the manufacturer or written on the check according to TeleCheck's operating guidelines – P.O. Boxes will not be accepted), phone number (with area code), identification type and number (imprinted or written on check), Company's TeleCheck Subscriber Number and TeleCheck's Approval Code; (b) the consumer's signature must reasonably match the name imprinted on the check and (c) Company must send any Paper Settlement Item that is processed under the ECA Service and that become a Return Item directly from its financial institution to TeleCheck within 30 days of the date on the check. Paper Settlement Items may only be presented once for payment (TeleCheck will not accept Paper Settlement Items that Company or its financial institution presented for payment more than once).
- 2.5 *Authorization.* Company will maintain a copy of each consumer's Authorization for the longer of: (a) 2 years, or (b) the period of time required by the Nacha Rules. Company will provide TeleCheck with legible copies of the Authorization within 7 days of TeleCheck's request.
- 2.6 *Assignment of Items.* Company assigns all of its right, title, and interest in each Eligible Item that it submits to TeleCheck for warranty coverage when the Item becomes a Return Item. Company will reasonably aid TeleCheck in its enforcement of the rights associated with an assigned Eligible Item.
- 2.7 *Processing Notices; Return Item Fees.* Company will post, and provide consumers with, notices at the point of sale that are required to process Items using the Services and to collect fees on Return Items. Company will assess the highest fee amount allowed by applicable Laws on all Return Items, which TeleCheck may collect and retain from consumers.
- 2.8 *"Goodwill" of an Ineligible Item.* TeleCheck may elect to provide warranty coverage for an Ineligible Item that Company submits for processing. Providing warranty coverage for an Ineligible Item will not constitute a course of dealing, waiver of rights, or prevent TeleCheck from rejecting warranty coverage for any other Ineligible Items.
- 2.9 *Updating Information.* Company will promptly notify TeleCheck if (a) a consumer makes any payment to Company or returns any goods in connection with a Return Item that is subject to warranty coverage, or (b) Company cancels any

services paid for by an Item that is subject to warranty coverage; both representing a full or partial satisfaction of the Return Item.

2.10 *Chargebacks.*

2.10.1 *Reasons for Chargeback.* TeleCheck may chargeback a Transaction (and, as applicable, reassign any Item) processed under this Schedule to Company in the following circumstances:

- (1) The consumer returned the goods or services (in whole or in part) that were paid for with the Item;
- (2) Company has not delivered the goods or services that were paid for using the Item
- (3) The Item is subject to any stop payment, dispute, or setoff;
- (4) The consumer makes full or partial payment to Company for the Item, or provides any form of security to ensure its payment;
- (5) The goods or services were initially delivered on credit or under a lease;
- (6) The purchase transaction, the payment represented by the Item, or transferring the Item to TeleCheck (by assignment or otherwise) is void or invalid for any reason other than the consumer's bankruptcy;
- (7) The applicable warranty requirements for Eligible Items are breached;
- (8) Multiple Items or duplicate Items are submitted to TeleCheck related to the same transaction for processing (e.g., Company deposits a paper Item previously submitted for processing as an electronic Item without TeleCheck's direction to do so);
- (9) Items are not submitted to TeleCheck for processing within 1 calendar day of the transaction date (for batch processing, Items must be submitted to TeleCheck for processing within 7 calendar days of the transaction date);
- (10) The consumer disputes authorizing the Item, its validity, or the amount debited for it (except in the case of third-party fraud committed with a consumer's check);
- (11) The consumer's Authorization is incomplete or invalid;
- (12) TeleCheck is not provided with a legible copy of an Authorization within 7 days of a request for it; or
- (13) Company breaches this Schedule, alters an Item or approval code, or submits an Item with Knowledge it is likely to become a Return Item. **Knowledge** means facts or circumstances which, if known, would cause a merchant, using commercially reasonable judgment, to independently refuse to accept an Item (including, without limitation, splitting single transactions into smaller components or resubmitting Items that were previously denied).

2.10.2 *Notice.* Company shall immediately notify TeleCheck upon the happening of any of the above circumstances.

2.10.3 *Payment Obligation for Chargebacks.* If the Transaction is charged-back or the Item reassigned, Company is responsible for paying TeleCheck the amount that TeleCheck paid for the Transaction. TeleCheck may also chargeback to Company (and Company is responsible for paying) any amount over the Warranty Maximum on any Transaction when TeleCheck has not received payment for the Transaction from a consumer or a consumer's financial institution within 60 days of the date of the Transaction.

2.10.4 *No Liability; Post-termination.* Upon charging-back a Transaction or reassigning an Item, TeleCheck shall have no further liability to Company on that Transaction. Following termination of this Schedule, Company shall continue to bear responsibility for any chargebacks and adjustments made under this Section.

3 Verification Services

- 3.1 *Verification Services.* If TeleCheck and Company enable verification services for certain Company locations or transaction-types, TeleCheck will provide TeleCheck Approval Codes to assist Company in deciding whether or not to accept the applicable Items. TeleCheck does not warrant and will have no liability for any transaction processed under the verification services that becomes a Return Item. Company assumes all risks that transactions processed under the verification services may result in Return Items, and Company will be fully responsible and liable to TeleCheck for all such Return Items, regardless of the reason or timing.
- 3.2 *General Representations.* Company represents and warrants with respect to each Item presented to TeleCheck for processing through the verification services that: (1) the consumer authorized debiting its account by electronic funds transfer or remotely created check for the amount of the Item in accordance with the Nacha Rules, as applicable, for the services utilized; (2) the Item represents the consumer's payment obligation to Company for its goods or services, and has not been used in another transaction; (3) Company provided the notices and obtained consents required by applicable Law (as defined below), authorizing TeleCheck to process the Item as an electronic funds transfer or remotely created check; and (4) the requirements set forth in Section 2.3 of this Schedule have been met (as applicable to the type of transaction). The verification services are subject to any per Item processing maximums set forth by TeleCheck from time to time.

4 Electronic Funds Transfer Processing.

- 4.1 *Settlement.* Company will identify one or more bank accounts held in its name (each, a **Settlement Account**) that TeleCheck will use in connection with the Services. TeleCheck reserves the right to decline processing any Item. TeleCheck will initiate a funds transfer for Transactions that were processed under this Schedule; less any amounts due for Company Payment Obligations. TeleCheck will typically credit Company's settlement funds to its Settlement Account within 2 banking days once the Transactions are finally submitted to TeleCheck for settlement processing. Company authorizes TeleCheck, on Company's behalf, to initiate electronic debits or remotely created checks to the consumers' accounts for each Item processed.
- 4.2 *Adjustments.* TeleCheck may recover amounts associated with any adjustments for an Item that are made to the Settlement Account at Company's request or due to its error. TeleCheck may also recover amounts associated with any fees that a consumer paid to its financial institution because of these adjustments.
- 4.3 *Settlement Errors; Inaccurate Information.* Company must promptly notify TeleCheck if Company fails to receive any settlement funds or if there are any changes to the Settlement Account. Transfer of settlement funds may be delayed or misdirected if Company provides inaccurate information about, or fails to notify TeleCheck of changes to, the Settlement Account. TeleCheck is not responsible for settlement errors that arise if Company provides inaccurate information about, or fails to notify TeleCheck of changes to, the Settlement Account.
- 4.4 *Statements.* TeleCheck will provide Company with statements or electronic reporting (**Statements**) reflecting the Fees, settlement amounts, and other information related to the Services. Company must review the Statements and inform TeleCheck of any errors within 60 days following the date that the error was, or should have been, reported. The reporting of any errors will enable TeleCheck to recover amounts or prevent the errors from continuing. TeleCheck will have no obligation to provide refunds for errors that Company reports more than 60 days after they were, or should have been, reported. Company and TeleCheck will work together to resolve issues or disputes that arise in connection with the Statements, or the funds credited or debited to the Settlement Account.

5 Company Payment Obligations

- 5.1 *Company Payment Obligations.* Company will pay TeleCheck the following (collectively, the **Company Payment Obligations**):
- (1) All fees and charges (collectively, **Fees**) for the Services set forth in Schedule A to this Schedule;
 - (2) All applicable sales, use, excise or other taxes (whether federal, state or local), however designated, which are levied or imposed with respect to the Services. Company is not responsible for income or employment taxes imposed upon or separately payable by TeleCheck for its employees, agents, subcontractors or affiliates;
 - (3) All costs, liabilities, or other obligations imposed on TeleCheck under applicable Laws or by third parties as a result of transactions submitted by Company or the actions taken (or not taken) by Company or its third party service providers; and
 - (4) Any other amounts owed by Company or for which Company is responsible under this Schedule, including, without limitation, any amounts arising from late payments, charged-back Transactions, adjustments, and applicable Returned Transactions.
- 5.2 *Payment.* TeleCheck will invoice its Fees to Company monthly. Fees are due within 30 days of invoice receipt. Company authorizes TeleCheck to debit all Company Payment Obligations and to credit all amounts owed to Company under this Schedule via electronic fund transfer to the Settlement Account. If there are insufficient funds in the Settlement Account to pay the Company Payment Obligations, Company will immediately reimburse TeleCheck upon demand for these amounts. A delinquency charge of 1½% per month or the highest amount permitted by applicable Laws, whichever is lower, will be added to the outstanding balance of any delinquent account.
- 5.3 *Offset.* All funds that TeleCheck owes to Company under this Schedule are subject to the Company Payment Obligations. TeleCheck may setoff or recoup amounts Company owes to TeleCheck against any funds that TeleCheck owes to Company.

6 Term, Termination, Modification & Suspension

- 6.1 *Term.* This Schedule commences on its Effective Date and will extend for the Term of the Agreement.
- 6.2 *Termination.* Either Company or TeleCheck may terminate this Schedule by giving 30 days' advance notice if the other materially breaches this Schedule and fails to remedy the breach within 30 days of receiving notice of it.
- 6.3 *Modification.* TeleCheck may modify this Schedule's terms (including, without limitation, its Fees) upon 30 days' notice to Company, during which notice period, Company may terminate this Schedule by providing written notice of termination to TeleCheck. Company's continued use of the Services after this 30-day period will constitute Company's acceptance of the new terms. Notwithstanding the foregoing, Company will have no right to terminate this Schedule if the only modification made to the Schedule is an increase in Fees by no greater than a percentage equal to the increase in the U.S. Department of Labor, Consumer Price Index for All Urban Consumers over the most current published 12 month period (or equal to the increase in the nearest comparable data on changes in the cost of living over the same time period if such index is no longer published).
- 6.4 *Suspension.* TeleCheck may suspend its Services or settlement of any funds under this Schedule if it determines that questionable activity occurs with respect to Company's payment transactions (including, without limitation, if there are excessive Return Items associated with Company's Items, Company breaches the Nacha Rules, or if required by applicable Laws). TeleCheck may also suspend or terminate its Services if requested by its Originating Financial Depository Institution.

7 Reserve

TeleCheck may require Company to fund a cash reserve (**Reserve**) in an amount that reflects TeleCheck's assessment of risk, as it may determine in its discretion from time-to-time. The Reserve is a payment obligation of TeleCheck, established by holding back transaction proceeds or debiting the Settlement Account in order to potentially offset any obligations that Company may have to TeleCheck. The Reserve is not a segregated fund that Company may claim to own. TeleCheck is obligated to pay to Company any amounts remaining from the Reserve after all other then-current and contingent liabilities or obligations related to Company's payment transactions have expired. The obligations due to Company from the Reserve will not accrue interest unless required by applicable Laws. TeleCheck will notify Company if a Reserve is established (including its amount) or if the amount of the Reserve is modified. TeleCheck may set off any obligations that Company owes to TeleCheck from the Reserve. Although Company acknowledges that the Reserve is a general obligation of TeleCheck, and not a specifically identifiable fund, if any person claims that the Reserve is an asset of Company that is held by TeleCheck, Company grants and acknowledges that TeleCheck has a security interest in the Reserve and, at TeleCheck's request, will provide documentation to reflect this security interest.

8 Use of TeleCheck Materials

8.1 *License.* TeleCheck grants Company a limited, non-exclusive, non-transferrable, non-sublicensable, royalty-free license to use the trademarks, service marks and logos (together, **Marks**) that TeleCheck provides to Company during the Term of this Schedule. Company (a) may use the Marks only in the United States; (b) may use the Marks only in connection with its use of the Services; (c) will follow the branding guidelines that TeleCheck provides or makes available from time-to-time; and (d) will not use materials containing the Marks without TeleCheck's prior written permission.

8.2 *Reservation of Rights.* Company will not otherwise distribute, lease, sublicense, sell, modify, copy or create derivative works from the Marks. TeleCheck reserves to itself all right, title, interest or license (express or implied) to the Marks that are not specifically granted to Company under this Schedule; and may suspend or terminate this license upon written notice to Company.

9 Allocation of Risk

9.1 ***Exclusion of Damages. TeleCheck will not be liable for lost profits, revenues, or business opportunities, nor any exemplary, punitive, special, indirect, incidental, or consequential damages (whether direct or indirect); regardless of whether these damages were foreseeable or TeleCheck was advised they were possible.***

9.2 ***Limitation of Liability. TeleCheck's aggregate liability for any losses, damages, costs, or expenses (including reasonable attorneys' fees) arising from any cause (regardless of the form of action or legal theory) in connection with this Schedule will be limited to the lesser of (i) \$250,000, or (ii) the Fees paid to TeleCheck under this Schedule during the 12 months preceding the event giving rise to such liability. The foregoing limitation of liability will not apply to TeleCheck's obligation to remit the proceeds of Company's Transactions that are processed under this Schedule (after accounting for all offsetting obligations).***

10 Compliance

10.1 *Compliance with Law.* The parties will comply with all laws, regulations, and rules (including ACH's network rules, requirements, and standards; the **Nacha Rules**) (together **Laws**) that are applicable to their respective performance obligations under this Schedule. Company acknowledges that it is the Originator under the Nacha Rules with respect to its transactions and agrees to comply with its obligations as an Originator. Company will not originate ACH entries under this Agreement that violate any Laws or that fall outside the scope of Services listed on Schedule A. As required by the Nacha Rules, the Originating Depository Financial Institution shall have the right to audit Company's compliance with this Schedule and the Nacha Rules.

- 10.2 *FCRA Compliance.* Company certifies that it has a legitimate business need, in connection with business transactions initiated by consumers, for the information provided by TeleCheck. Company certifies that the information provided by TeleCheck will only be used for permissible purposes under the Fair Credit Reporting Act, will not be used for employment purposes, and will not be used by Company for any purpose other than one transaction between Company and a consumer. Company and their agents or employees shall not disclose the results of any inquiry made to TeleCheck except to the consumer about whom such inquiry is made. If Company rejects any item (in whole or in part) because of the information obtained from TeleCheck, Company shall provide to consumers all information required by applicable legal requirements.
- 10.3 *Changes in Laws.* If TeleCheck reasonably determines that its performance under this Schedule is impossible or illegal due to changes in applicable Laws, TeleCheck may modify or discontinue performing the impacted obligations or Services to the extent necessary to avoid violating the applicable Laws upon 30 days written notice to Company. TeleCheck may increase its Fees to cover any additional costs incurred in connection with complying with changes in applicable Laws; and, further, TeleCheck may increase its Fees if any fees or charges to TeleCheck increase for processing transactions through the Automated Clearing House Network, a processing and delivery system that distributes and settles electronic fund transfers (**ACH Network**). If TeleCheck makes such requests and the parties are unable to agree upon corresponding changes to the terms and conditions of this Schedule within 30 days of such request, either party may terminate this Schedule upon 30 days written notice.
- 10.4 *Operating Procedures.* Company agrees to use the Services in accordance with the written policies and operating procedures that are provided from time to time by TeleCheck. Company is responsible for properly transmitting applicable consumer data to TeleCheck's systems using the format and specifications provided by TeleCheck.

11 Data Use

TeleCheck and Company will each own all right, title and interest to the data or other information residing on such party's systems relating to an Item or a consumer in connection with the Services under this Schedule. No restrictions on use of Transaction data set forth in the Agreement shall apply to the data and information owned by such party pursuant to this Schedule. Each party's rights and obligations under this Section are all subject to compliance with applicable Laws.

12 Exclusivity

TeleCheck will be the sole and exclusive provider of the Services to Company.

13 Notices

Notices to TeleCheck will be sent to: TeleCheck Services, LLC, Attn: General Manager, 1600 Terrell Mill Road, Marietta, GA 30067, with an additional copy to: TeleCheck Services, LLC, Attn: Fiserv Legal Papers, 3975 NW 120th Ave. Coral Springs, Florida 33065. Emailed notices to TeleCheck will be sent to: legalpapers@fiserv.com.

Schedule A Fees

[To Be Inserted]

Warranty Maximum	\$_____
Processing Maximum	\$_____
Correction Fee	\$5.00
Company Requested Operator Call Fee	\$2.50
Unauthorized Return Fee	\$5.00

*Any requests Company that are non-standard to TeleCheck relating to boarding of services, reporting or changes to data transmission (including re-certifications), or any requests that require information system development by TeleCheck, are subject to additional fees to be mutually agreed by the parties. Company will also be responsible for paying for any point-of-sale supplies (e.g., paper and ink for equipment, rubber stamps, etc.) related to the Services obtained from TeleCheck.

Fee Definitions:

Correction Fee is the amount charged for each Item that TeleCheck must correct due to Company error or at Company's request.

Company Requested Operator Call Fee is an additional charge per operator-assisted or interactive voice response (IVR) call initiated that TeleCheck does not request or prompt Company to make in connection with processing Warranty Transactions.

Inquiry Rate is the percentage rate which will be applied to the face amount of each Item submitted to TeleCheck for processing under this Schedule, whether or not TeleCheck authorizes the Item.

Monthly Minimum Fee is the minimum amount charged to Company each month per location for processing the Items it submits to TeleCheck in connection with the Services. If the total amount of Inquiry Rate Fees and Transaction Fees for any month for a location is less than the Monthly Minimum Fee, then the Monthly Minimum Fee will apply for the month for that location; and Company will be billed for the difference between the Monthly Minimum Fee and the total amount of Inquiry Rate Fees and Transaction Fees that TeleCheck billed during that month for that location.

Transaction Fee is the amount charged for each Item submitted to TeleCheck for processing under this Schedule, whether or not TeleCheck authorizes the Item.

Unauthorized Return Fee is a fee for any Item that is dishonored, returned, reversed, or otherwise not paid by the consumer's financial institution for the reason that such Item is unauthorized by the consumer. Company will also be responsible for paying for any point-of-sale supplies (e.g., paper and ink for Equipment, rubber stamps, etc.) related to the Services obtained from TeleCheck.