

Intercept Corporation Processing Policies

The following constitute the processing policies established by Intercept Corporation and are incorporated by reference into its Processor Agreement and Company Authorization Agreement.

Transfers and Transmittals: Intercept Corporation (IC) may refuse to follow Processor's transfer instructions if IC reasonably and in good faith believes that Company's bank account balance is insufficient to fund the dollar amount of the payment instructions, IC reasonably believes that Company, Company's customer, or Company's Transactee Bank will return, reverse or otherwise dishonor the debit to Company's, Company's customer, or Company's Transactee's bank or for any other reason IC deems reasonable.

If any amount transferred from or to Company, Company's Transactee or customer's account is dishonored or returned for any reason, including, but not limited to insufficient funds, account closed, unable to locate account, unauthorized transfer, or is reversed by Company, Company's Transactee and/or Transactee's Bank, IC may:

- a. Reverse any corresponding transfers issued to Processor, Company, Company's Transactee, Company's customer or any other party without liability to Processor, Company, or Company's Transactee or any other party;
- b. Require Processor or Company to wire transfer to IC by no later than 2:00 PM Central Time the day Processor and/or Company were notified of said return;
- c. Re-submit the item and Processor and/or Company will be charged a fee

The processing time limitations are located on the following website: www.intercepteft.com

Processor and Company shall have no right to cancel or amend any entry after its receipt by IC. At Processor's or Company's request, IC shall use reasonable efforts to cancel or amend an entry prior to transmittal to the ACH but shall have no liability if such cancellation is not effected.

Errors and Discrepancies: Company and/or Company's Customer or Transactee shall have 60 days from the transaction date to notify Processor or IC, in writing, of any discrepancies, errors or problems with a processed transaction, including but not limited to, errors in amounts, erroneous transactions, or other transactions processed. Any such notification must contain the following information:

- a. Company transaction processed under with Fed Tax ID Number;
- b. The name, account number and ABA number on the transaction in question;
- c. The dollar amount of the transaction in question;
- d. Description of the error and explanation of the error.

IC will inform Company and/or Processor of the results of its investigation within 45 days and will correct any error promptly. For transfers initiated outside the United States or transfers resulting from point of sale or debit/access cards, the time period for investigating errors will be 90 days.

Authorized Representative: The Processor and Company will designate Authorized Representatives to act on the Processor's and Company's behalf, which shall have the authority to authorize all actions necessary in the preparation and generation of the Processor's and Company's entries. IC shall not be under a duty to inquire as to the authority or propriety of any instructions given to IC by the Processor or Company or any of the Processor's or Company's Authorized Representatives. IC shall be entitled to rely upon all ACH instructions conveyed to IC. IC shall be entitled to act upon the instructions of any person whom is the Processor's or Company's Authorized Representative, whether or not the Processor or Company have authorized such instructions. IC shall not be liable for any loss, cost, expense or other liability arising out of any such instructions.

Passwords: The Processor and Company agree that IC may send notices and other communications, including IDs, USER IDs, AND PASSWORD(S) to the current address shown in IC's records, whether or not that address includes a designation for delivery to the attention of any particular individual. IC will not be responsible or liable to the Processor or Company in any way if information is intercepted by an unauthorized person, either in TRANSIT or at the Processor's or Company's place of business unless the interception was caused by IC's breach of reasonable security measures under the circumstances. The Processor and Company must: (1) keep the Processor's and Company's PASSWORD(S) secure and strictly confidential, providing it only to Authorized Representatives on the Processor's and Company's account(s); (2) instruct each person to whom the Processor and Company gives PASSWORD(S) that he or she is not to disclose it to any unauthorized person; and (3) immediately notify IC to get a new PASSWORD assigned if the Processor or Company believe a PASSWORD may have become known to an unauthorized person. IC WILL HAVE NO LIABILITY TO THE PROCESSOR OR COMPANY FOR ANY UNAUTHORIZED PAYMENT OR TRANSFER MADE USING THE PROCESSOR'S OR COMPANY'S PASSWORDS THAT OCCUR BEFORE THE PROCESSOR OR COMPANY HAVE NOTIFIED IC OF POSSIBLE UNAUTHORIZED USE AND IC HAS HAD A REASONABLE OPPORTUNITY TO ACT ON THAT NOTICE WITHIN A REASONABLE TIME. IC may suspend or cancel the Processor's or Company's PASSWORD(S) even without receiving such notice from the Processor and Company if IC suspects a PASSWORD is being used in an unauthorized or fraudulent manner.

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