



SCHEDULE D
ELECTRONIC GIFT CARD SERVICES

Merchant elects to receive and agrees to abide by the Electronic Gift Card Services as part of the Payment Device Processing Services, as such Electronic Gift Card Services are described in this Schedule D and the Merchant Operating Guide (the "MOG").

This Schedule D supplements, is made a part of and is subject to the terms and conditions of the Agreement. Capitalized terms used and not otherwise defined in this Schedule shall have the meanings ascribed to them in the Agreement or the MOG.

IN WITNESS WHEREOF, the parties hereto have executed this Schedule D to the Agreement.

**Commonwealth of Virginia,
Department of Treasury**

By: Manju Ganerivala
Name: Manju S. Ganerivala
Title: Treasurer of Va.

ELAVON, INC.

By: [Signature]
Name: Timothy E. Miller
Title: Senior Vice President
Date: 3/4/12
(Schedule D "Effective Date")

MEMBER

By: [Signature]
Name: Timothy E. Miller
Title: Senior Vice President



Section A – Electronic Gift Card Services General Requirements

- 1) **PROCESSING SERVICES.** Elavon and Member will provide the EGC Services to Merchant described in this Schedule and the MOG.
- 2) **MERCHANT RESPONSIBILITIES.**
 - a) Merchant will comply with the Agreement and with all applicable provisions of the MOG in connection with Merchant's receipt and use of the EGC Services.
 - b) Merchant acknowledges and agrees that it is Merchant's sole responsibility to comply with any and all applicable Laws governing the issuance, use, and acceptance of Electronic Gift Cards (including all laws relating to purchase, service and dormancy fees, laws relating to expiration dates, and laws governing the treatment of unused or unclaimed funds or other property). Further, Merchant agrees to comply in a complete and timely manner with any such Laws, including but not limited to all escheatment, unclaimed property and consumer protection laws now or hereafter applicable to the acceptance of Electronic Gift Cards.
 - c) Until such time as Cardholder Data and Transaction data has been received and validated by Elavon, Merchant will maintain sufficient "backup" information and data (e.g. Transaction Receipts or detailed reporting) with respect to Electronic Gift Cards sold to reconstruct any information or data loss due to any system malfunction or error in transmission.
 - d) Elavon must participate in all Electronic Gift Card Transactions. In the event that a third party must also participate in such a Transaction, Merchant will only use such third parties as have been approved by Elavon for such purposes.
 - e) Merchant agrees to comply with the Graphic Specifications and Procedures provided by Elavon and incorporated herein by reference, as such may be amended from time to time by Elavon in its sole discretion.
 - f) Merchant shall pay the fees for the Electronic Gift Card Services as set forth in Schedule A, Schedule of Fees, to the Agreement. In addition to any other applicable fees, Merchant is responsible for all card production and delivery costs.
- 3) **DIRECT SETTLEMENT.** Merchant authorizes Elavon to initiate credit and debit entries among Merchant's individual chain locations for any transactions that change the balance of an Electronic Gift Card. In the event Elavon is unable to accomplish a credit or debit entry to reflect the effect of a Transaction, Merchant further authorizes Elavon to credit and/or debit the designated Master Account or Primary Merchant. Merchant also understands that Elavon may, in its sole discretion, offset any debits against the related credit Transactions of the applicable chain or Merchant location. Merchant also agrees to notify Elavon in writing of any asserted errors within sixty (60) days of the statement date on which the asserted error first appeared and understands that any failure to do so will preclude further claims or assertion of the error. Both the Merchant and the individual chain locations agree to pay related direct settlement fees.
- 4) **WARRANTIES/LIABILITY.**
 - a) Elavon is not responsible for lost, stolen or fraudulent Electronic Gift Cards.
 - b) Elavon makes no warranty, express or implied, with respect to the services provided hereunder including, without limitation, any express or implied warranty regarding compliance of the Processing Services or EGCs with any applicable Laws governing the issuance, use, and acceptance of gift certificates or gift cards. This includes but is not limited to all escheatment, unclaimed property and consumer protection Laws.
- 5) **ADDITIONAL LOCATIONS.** Locations, including chain locations, added to this processing relationship will be boarded on Elavon's system pursuant to the paperwork submitted by Merchant to Elavon. However, in the event of an error or omission of fees payable by Merchant on the submitted paperwork, the Processing Services fees and other monthly fees applied to the locations during the initial set up or subsequent negotiations will be applied to such locations.
- 6) **CLOSING LOCATIONS.** In the event that a particular location closes or changes its Merchant Identification Number (MID), Merchant agrees that Elavon may bill the Primary Merchant for any fees associated with subsequent Transactions processed on Electronic Gift Cards activated by the closed MID. This would apply to any system generated transactions including, but not limited to, deduction and points conversion transactions. Monthly fees billed for Loyalty Cards/members activated at the closed location may also be billed to the Primary Merchant.
- 7) **POST TERMINATION.** Following termination, Merchant will pay Elavon a transfer fee based on but, not limited to, the number of issued Electronic Gift Cards that must be converted to another processor and the data specifications required.

Section B – Glossary

- 8) **Cardholder Data:** One or more of the following data elements pertaining to a Cardholder's account: Electronic Gift Card number, Cardholder name (if applicable), Electronic Gift Card account activity, Cardholder account balance, and/or such other data applicable to the Merchant's EGC program.
- 9) **Electronic Gift Card (EGC):** Has the meaning given in the TOS, and includes any electronic gift card, gift certificate, Loyalty Card or Stored Value Card, as may be applicable, and/or as offered by Merchant to Customers from time to time.
- 10) **Electronic Gift Card (EGC) Services:** Processing Services provided by Elavon to Merchants with respect to EGCs offered by such Merchants, as more fully described in this Schedule D and the MOG.
- 11) **Loyalty Card:** A device used to hold a currency and/or points value in a stored value program (also referred to as a "Stored Value Card").
- 12) **Graphic Specifications and Procedures:** The requirements, specifications and procedures applicable to standard and custom Electronic Gift Cards, including all artwork appearing or permitted to appear on Electronic Gift Cards, as may be provided by Elavon to Merchant from time to time.
- 13) **Master Account:** The account (e.g. funds pool) that is used to hold the value of Electronic Gift Cards that have been issued among a group or chain of merchants, alternatively, this may refer to the back-up account used to offset ACH rejects, if applicable.
- 14) **Primary Merchant:** The Merchant Identification Number (MID)/location originally enrolled for Electronic Gift Cards and set up to be billed for the card orders placed or designated as the corporate or headquarter location.
- 15) **Stored Value Card:** A device used to hold a currency and/or the points value in a stored value program (also referred to as a "Loyalty Card").



Commonwealth of Virginia

Gift Card Pricing – The pricing provided below is able to be customized based on the needs of the Agencies program. We also offer additional optional features and services not listed below.

Setup Fee - \$300.00 per Agency program

Processing Fee - \$0.14 per transaction

Monthly Fee - \$100.00 per Agency

Gift Card Production Costs	
1 - 200,000 cards	\$14,499
200,001 - 300,000 cards	\$22,999
300,001 and above	\$32,399

The pricing above includes up to 5 custom card designs.