

## MERCHANT PARTICIPATION LETTER - GIFT CARD PROGRAM

<b>Gift Card Program:</b>	(the "Gift Card Program")
<b>Retailer:</b>	
<b>Location:</b>	(the "Location")
<b>Product Type:</b>	[ e.g. gift card, fuel card, other ]
<b>Date:</b>	

This letter ("Letter") confirms the agreement of the retailer named above ("Retailer") to participate in and accept Gift Cards issued (i) in accordance with the Gift Card Program and (ii) subject to the terms and conditions in this Letter, commencing on the date above.

EML Payments Europe Limited ("EML") of 4th Floor, Eleven Brindley Place, Birmingham B1 2LP, United Kingdom administers and manages the Gift Card Program.

In consideration of EML permitting Retailer to participate in the Gift Card Program at the Location, Retailer agrees as follows:

- 1. Retailer has received and understands the terms of the "EML Retailer Reference Guide"** which is set out in the A5 information card supplied by centre management. "Gift Card" means a gift card issued in accordance with the Gift Card Program which can be used for the purchase of goods and services at the Retailer and other merchants participating in the Gift Card Program at the Location.
- 2. Retailer agrees** that it shall (i) accept Gift Cards as a form of payment solely for goods and services at the Location; (ii) not make cash available or cash refunds to any holder of a Gift Card in connection with use of the Gift Card; (iii) make all its personnel aware of the procedures outlined in the EML Retailer Reference Guide (if applicable) and refer any associated questions to EML; (iv) receive real-time preauthorization for all Gift Card transactions; and (v) not generate or otherwise enable any forced settlements.
- 3. Forced Settlements and Chargebacks.** Retailer agrees that it will only process transactions online and acknowledges that any forced settlements where an authorization code was not given by EML will be charged back through Mastercard and Retailer's merchant acquirer.
- 4. EML shall** have the right to restrict or terminate the participation of the Retailer in the Gift Card Program with or without notice to the Retailer.
- 5. Transaction Processing.** Retailer agrees that it is responsible for the negotiation and payment of any transaction processing fees (or similar fees) charged by the Retailer's merchant acquirer for Gift Card transactions and that EML shall have no liability with respect to such amounts.
- 6. No Warranties.** EML makes no warranties, express or implied, in relation to the Gift Cards and/or the Gift Card Program.
- 7. Right to terminate.** This Letter will automatically terminate upon the earlier of (i) termination of the Gift Card Program or (ii) termination of the Retailer's participation in the Gift Card Program under paragraph 4 of this Letter. **The Retailer can terminate** its participation in the Gift Card Program at any time by giving 30 days notice in writing to EML. In all cases, paragraphs 3, 6, 8, and 9 of this Letter will survive indefinitely. On termination, EML will remove the Retailer from the network which means it will no longer be able to accept Gift Cards as a form of payment.
- 8. No Liability.** Subject to clause 3, neither party shall be liable to the other, whether in contract, tort (including negligence), for any loss, damage or expense arising under or in connection with this Letter including but not limited to (i) loss of profits; (ii) loss of sales; (iii) loss of or damage to goodwill or (iv) any indirect or consequential loss. EML's liability to Retailer under this Letter shall be strictly limited to the requirement to process and settle transactions in accordance with the relevant payment card scheme rules and EML shall have no other liability whatsoever. The parties agree that these limitations represent a reasonable allocation of the risk given the circumstances.
- 9. Miscellaneous.**
  - 9.1.** This Letter is the entire agreement between the parties regarding the Gift Card Program and replaces any prior agreements or understandings. EML may from time to time update the terms and conditions of this Letter by advanced notice. Any delay or failure by either party to exercise a right or remedy will not result in a waiver of any right or remedy. Retailer may not assign any right or obligation under this Letter without EML's prior written consent. EML may assign any of its rights or obligations under this Letter at any time without notice to Retailer. This Letter shall bind and continue for the benefit of the successors and assigns of each party.
  - 9.2.** If any provision of this Letter is unenforceable, the parties will revise that provision so that it can be enforced. If no revision is possible, the remaining terms of this Letter will continue in effect.
  - 9.3.** This Letter and any dispute or claim of whatever nature relating to this Letter or its formation (including any non-contractual disputes or claims) is governed by the laws of England and the parties submit to the non-exclusive jurisdiction of the courts of England. In the event this Letter is translated into any language other than English then the English language version will prevail.

**Signed for and on behalf of the Retailer:**

[ enter Retailer name and Location ]

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

**INTERNAL USE ONLY:**

Manual Entry on Till System?	YES	NO
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Time Stamp	
Amount Swiped	
Authorisation Code	
Card Number Used (Ref)	
Added to Swipe List	
Linked in ATLAS	