



BUSINESS REGISTRATION FORM

PLEASE PRINT CLEARLY

Name of Business (Doing Business As)

Legal Name

Address

Type of Business

Contact Name

Business Phone Number

Cell Number

Email Address

Website (if any)

BANK INFORMATION:

Bank Name

Branch location (Town)

ABA Number

Account Number

No ACH fee will apply.
ACH Reject fee is \$25.

FREE BANNERS

We will be featuring two of your banners in our web portal. One large banner on the main page, displayed on a rotation basis, and a smaller banner in our "List of Participants" where users may view your business information. Your banners will be linked to your website, if you have one. Banners must be: 1) 240 px wide by 70 high and 2) 112px wide by 88 high.

Please email your banners to: Admin@propertytaxcard.com

If you would like us to create your banners (\$25 charge), please check below.

___ Please create my banners. I understand there is a cost of \$25

___ No, thank you. I will email you my banners **(No Cost)**. If I do not email you my banners within 5 business days, I authorize you to create the banners for us at the above cost of \$25 for both banners.

MARKETING LINE and RESTRICTIONS, IF ANY (THIS WILL SHOW ON WEBSITE)

e.g. Experience the Best Food in Town. Cannot combine with other offers.

HOW WOULD YOU LIKE TO PROCESS TAX CREDITS?

I would like to process transactions as follows (See attached Input Options - check one)

On line, manually, FREE _____

CARD READER TO SWIPE THE CARD (PLUGS IN USB PORT):
\$50.00 _____

Android Device Set Up (Android and Stand):
Cost \$100 _____ (WiFi access necessary)

I WOULD LIKE TO PARTICIPATE WITH THE FOLLOWING CREDIT TO MY CUSTOMERS:

For best results, we recommend a percentage similar or higher than what normally provided in other promotions. Please check one

<u>Cost to me (% rounded):</u>	<u>Net Reward to Customer:</u>	
10%	7.5%	_____
13%	10%	_____
16%	12%	_____
20%	15%	_____
24%	18%	_____
28%	21%	_____
40%	30%	_____

Other (specify)

_____ % (multiply by 75%) _____ % _____

I understand that there is a \$10 monthly fee.

I may cancel at any time upon 2 weeks written notice to Admin@propertytaxcard.com .
No cancellation fee applies.

I have read the Terms and Conditions.

_____ Date: _____
Name
Title

TERMS AND CONDITIONS

This Agreement to accept and process Stored-value cards is made between you, the Merchant (also "you" and "your(s)"), and Fincredit Inc. (also "Fincredit", "we", "us" and "our"(s)). Fincredit Inc. is the Program Administrator of **Shop Marlboro** Property Tax Reward Program (the "Program").

According to the terms of this Agreement and any applicable operating procedures, you agree to participate in the Program, honor Stored-value cards, and submit the necessary information and electronic data to us for processing. We agree to provide processing services.

This Agreement will be binding upon the successors, assignees and legal representatives of the parties. The terms of this Agreement and the Program it authorizes are subject to all applicable state, local and federal laws. We reserve the right to cancel this agreement at any time for your failure to comply with any term of this Agreement.

GLOSSARY OF TERMS

The definitions contained in the Glossary will apply to the defined terms contained in this agreement.

- a) "Stored-value card": A mag-stripe card or smart card relating to the Program.
- b) "Mag-stripe card": A card with a magnetic strip on the front or back of the card.
- c) "Merchant": Any business that accepts Stored-value cards for the purpose of providing a Credit under the Program.
- d) "Credit" A percentage of the sale amount as agreed under Participation Information above.
- e) "Smart Card": A credit card size plastic card or key tag with an imbedded memory or microprocessor chip that stores data that may be accessed through a contact surface on the card or by wireless a proximity reader.
- f) "POS Terminal": An electronic point of sale (POS) terminal that is capable of reading mag-stripe or smart cards for the purpose of authorizing transactions.

1. STORED-VALUE CARD ACCEPTANCE

You agree to be responsible for the actions of your employees while acting in your employ. You agree that you cannot utilize information that may be made available to you, including but not limited to, names, addresses, email addresses, for purposes other than advertising your business.

2. TRANSACTION PROCEDURES

You agree to follow the steps for completing transactions as set forth below and the Quick Reference Guide, which may be modified or supplemented by future guides or updates.

PROVIDE A REBATE:

1. Collect payment, cash or credit, as customary, during your normal course of business.
2. Swipe the Stored-value card (eg. **Shop Marlboro** property tax card) in your dedicated device or via a web-terminal.
3. Enter the amount of the pre-tax sale. A receipt for the amount of the Credit (eg amount of sale multiplied by the percentage indicated under Participation Information above-Total Credit column) will print. In the case of web terminal, a receipt prompt will show (please "allow popups").
4. Return the Stored-value card and copy of the Credit receipt to the customer.
5. If your business has a 'Returns and Exchanges' policy, indicate by writing "**Shop Marlboro**" and your initial on the main receipt.

VOID A REBATE:

1. Obtain the Rebate receipt to be voided from the customer.
2. Swipe the Stored-value card (eg. Shop Marlboro property tax card) in your dedicated device.
3. Choose the command to void transactions
4. After you enter the required receipt code, a void receipt will print
5. Return the Stored-value card and customer copy of the void receipt. Write 'Void' on the original receipt and Credit receipt

PARTIAL RETURN ON A SALE RECEIPT WITH MULTIPLE ITEMS

1. Obtain the sale receipt which has the return item.
2. Swipe the Stored-value card (eg. **Shop Marlboro** property tax card) in your dedicated device.
3. Choose the command to Return item
4. After you enter, a return receipt will print
5. Return the Stored-value card and customer copy of the return receipt. Strike the returned item from the original receipt

3. RETURNS AND EXCHANGES

A. You agree to establish and maintain a fair and uniform policy consistent with your existing operation procedures for the exchange and return of merchandise purchased with a Stored-value card.

B. All disputes involving the goods or services purchased with a Stored-value card will be settled between you and the cardholder. You agree to indemnify and hold Fincredit Inc., **Marlboro Township** and **Shop Marlboro** harmless from any claim or liability relating to any such dispute.

C. **Subject to your refund policy**, when a customer returns an item with a receipt previously subject to **Shop Marlboro** reward, you may refund the full amount by reversing the Credit you had provided on the sale. However, if the Credit was already processed by Fincredit at the time of the refund request, the customer is entitled only to store credit.

D. The Program has no impact on store credits and exchanges. Therefore credits and exchanges up to the full amount of the sale may be provided at all time. Any internal operating policy regarding non-cash credit is your expressed decision. You agree to indemnify and hold Fincredit Inc., **Marlboro Township** and **Shop Marlboro** harmless from any claim relating to any dispute regarding the Rebates and your non-cash credit policy.

5. EQUIPMENT

A. If you are implementing the Program at your establishment, you agree to obtain from us the electronic terminal(s) and/or any other device you will need, unless you inform us otherwise.

6. DESIGNATED AUTOMATIC FUNDS TRANSFER ACCOUNT

A. You authorize us to initiate and/or transmit automatic credit and/or debit entries to account and depository of your choice identified in this Application or in any subsequent written designation (Designated Automatic Funds Transfer Account). This authority includes, but is not limited to, the initiation and transmission of such entries, request or orders as may be necessary to:

- 1) Debit or charge the Designated Automatic Funds Transfer Account for any fees, or other reimbursements due to us under the terms of this Agreement or our operating procedures,
- 2) Reverse or adjust any entries made in error or by mistake however caused, or,
- 3) Revoke any provisional credit with respect to any entry or group of entries.

B. You agree to be bound by all applicable terms and provisions of the rules of the National Automated Clearinghouse Association (NACHA) or other applicable association or network, in effect from time to time.

C. You agree that we may adopt or use such schedules, facilities, intermediaries and/or means of transmission, or alternatives as we believe suitable and that we accept no undertaking and make not warranty or assurances regarding the date or time at which entries will be received by, credited to or debited from the Designated Automatic Funds Transfer Account.

D. You acknowledge that we have no control over you, your agents or employees, intermediaries such as NACHA or other facilities involved in the initiation or transmission of entries to and from the Designated Automatic Funds Transfer Account, and that such facilities or intermediaries may be damaged, impaired or otherwise fail to function properly or timely due to circumstances beyond our control. You agree that we shall have no responsibility or liability for any loss or damage resulting, wholly or partial, from such failures or circumstances beyond our control, and you assume the risk of any such loss or damage.

E. You acknowledge that we are providing ACH Services at cost and that we would not do this if we were exposed to liability and cost other than those required by law. Consequently you agree that we shall not be liable to any extent not required by New Jersey Uniform Commercial Code. You agree that in no event shall we be liable for any indirect or consequential losses or damages, damages to person or property, or any loss of profits notwithstanding notice to us of the possibility of such losses.

7. AMENDMENTS

A. You agree that we shall have the right to change the rules, procedures, terms and conditions under this Agreement. We agree to inform you of the changes at least 10 of our business days before the change becomes effective.

B. We may change the fees from time to time and will give you notice of the change at least 30 calendar days before the effective date.

C. This Agreement may not otherwise be amended except by written agreement between the parties.

8. LEGAL LIABILITY

A. Should it be necessary for either party to initiate legal action to enforce its rights under this Agreement, the prevailing party will be reimbursed by the other party for all cost and expenses, including reasonable attorney's fees, incurred by this legal action.

B. We agree to exercise due care in processing Stored-value card transactions. We will have no liability for any acts or omissions due to any cause or conditions beyond our reasonable control. Our sole liability to you or any third party will be to correct such errors or omissions that are within our power and authority to correct. In no event will we be liable for any indirect, consequential, special, exemplary or punitive damages, even if we have been advised of the possibility of such damages.

9. HOLD HARMLESS

You, the Merchant, shall defend, indemnify, and hold harmless Fincredit, **Shop Marlboro** and the **Township of Marlboro** from any and all actual or alleged claims, demands, causes of action, liability, loss, and/or damage, whether brought by an individual or other entity, or imposed by a court of law or by administrative action of any federal, state, or local governmental body or agency, arising out of or incident to any acts, omissions, negligence, or willful misconduct of the Merchant, its personnel, employees, agents, contractors, associates or volunteers in connection with or arising out of merchant's services, including, but not limited to, awarding Credits to Cardholders.

This indemnification applies to and includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys' fees, and related costs or expenses, and any reimbursements to Fincredit and its associates and clients for all legal expenses and costs incurred by them.

10. ARBITRATION

You and we agree that any and all claims, demands, disputes or controversies of every kind or nature between us arising out of or related to this Agreement, as to the existence, applicability, construction, validity, interpretation, performance or non-performance, enforcement, operation, or breach thereof, which is not otherwise settled by your agreement, shall be submitted to, determined and decided by arbitration, held at Marlboro, NJ in accordance with the provisions of the state of NJ Uniform Arbitration Act, or any successor statute.
