

SCHEDULE G

ADDITIONAL TERMS FOR OTHER CARD SERVICES

A. Discover® Network Program

The terms and conditions of the MSA and the Operating Procedures shall govern CUSTOMER's acceptance of Discover® Network Cards, and PROVIDERS' provision of Services to CUSTOMER in connection with Discover® Network Card transactions.

PROVIDER is the Acquirer for Discover transactions under this Agreement and the Discover services are solely between CUSTOMER and PROVIDER. BANK is not an Acquirer or sponsor of any services that are related to Discover Card Transactions and shall bear no responsibility.

Pricing. The fees and charges set forth in Schedule C shall also apply to Discover.

Settlement of Transactions: The timing of CUSTOMER's Settlement payments is described in the Operating Procedures and Bankcard Addendum, unless otherwise indicated by PROVIDER in writing. PROVIDER may, at its discretion, change the timing of CUSTOMER's Settlement payment upon five (5) calendar days' advance written notice if required by Discover® Network. CUSTOMER's terminals or point-of-sales devices must be programmed with the Merchant Account Number that PROVIDER assigned to CUSTOMER if CUSTOMER is to receive Settlement for Discover® Network Card Sales. CUSTOMER is responsible for reprogramming of CUSTOMER's terminals. If a third party programs CUSTOMER's terminals, CUSTOMER is responsible for such third party's acts and omissions in connection there-with, including, without limitation, any payment of CUSTOMER's Settlement amounts to the incorrect party. If CUSTOMER does not receive Settlement amounts for Discover® Network Card sales in accordance with the Bankcard Addendum and Operation Regulations, CUSTOMER must contact PROVIDER immediately or risk non-payment for such Discover® Network Card sales.

Term. PROVIDER may terminate the Discover® Network Program or this Discover® Network Program Addendum at any time and for any reason by giving you thirty (30) days prior written notice. PROVIDER may terminate immediately and without such notice if CUSTOMER has materially breached the Discover® Network Program due to an Event of Default as outlined in the Bankcard Addendum, or if the Discover® Network Card sales conducted by CUSTOMER, the goods or services sold by CUSTOMER or CUSTOMER's business practices violate any U.S. federal, state or local laws, statute or regulation. Furthermore, CUSTOMER acknowledges that the Discover® Network Operating Procedures give Discover® Network certain rights to require termination or modification of the Discover® Network Program with respect to transactions involving Discover® Network Cards and Discover® Network Card system and to investigate CUSTOMER.

Retention of Records. CUSTOMER agrees to keep an original copy of all Sales Drafts, mail/telephone order forms, documentation required in the Operating Procedures and other related document(s), e.g. shipping invoices, for no less than three hundred and sixty five (365) days from the Discover® Network Card transaction date, or one hundred and eighty (180) days from the date of submission of the Sales Draft, whichever is later. CUSTOMER also agrees to keep microfilm or other copies of Sales Drafts for no less than three (3) years from the date of the Discover® Network Card transaction.

Factoring. CUSTOMER agrees that they will not factor any Discover® Network Card sales. See Operating Procedures for complete details regarding what constitutes factoring and the liability incurred if CUSTOMER factors any Discover® Network Card sales.

Contact. Any provision contained in the Bankcard Addendum which directs CUSTOMER to contact Discover Network for customer services or for any other inquiry or purpose is modified hereby to provide that CUSTOMER is to contact PROVIDER for customer service or in relation to such inquiry or purpose.

References to Discover® Network Procedures. Any provisions contained in the Bankcard Addendum which refers to Cards other than Visa or MasterCard shall be construed so as not to apply to Discover® Network Cards, and any provision which refers CUSTOMER specifically to procedures or terms and conditions of Discover® Network (but not references to Card Organization Rules) will be disregarded.

B. Debit Transactions

CUSTOMER understands and agrees that PROVIDER is the service provider for processing CUSTOMER's debit card transactions ("Debit Services"), pursuant to the terms herein. BANK is not a party to Agreement and shall and shall bear no responsibility. PROVIDER will designate a bank that is a member of the debit network ("Debit Network Bank").

Until and unless otherwise authorized by PROVIDER, CUSTOMER agrees to utilize PROVIDER compatible terminals/PIN pads or systems capable of processing all on-line debit card transactions, and to place them at its merchant locations. As between PROVIDER and CUSTOMER, all software residing on these terminals or systems is the sole property of PROVIDER. Any software residing in CUSTOMER-owned terminals or systems must be PROVIDER compatible. CUSTOMER's placement of the terminals or system at its merchant locations shall constitute acceptance of all terms and conditions set forth in this Addendum. In the case of an inoperative terminal or system CUSTOMER shall consult CUSTOMER's warranty, or terminal maintenance addendum, as applicable.

CUSTOMER agrees to submit all debit card transactions and to abide by all applicable rules and regulations of the applicable PIN Debit card network(s) selected by CUSTOMER.

CUSTOMERs understands that it is granted a non-exclusive, non-transferable, limited sublicense to use the service mark(s) of those POS networks that CUSTOMER participates in accordance with the rules of the applicable debit networks (each a "Protected Mark"). CUSTOMER shall have no power, right or authority to transfer, assign or license any rights in or to the use of any Protected Mark. CUSTOMER will not at any time do or cause to be done any act or deed in any way impairing or intended to impair a POS network's exclusive right, title and interest in and to its Protected Mark. CUSTOMER shall permit PROVIDER or Debit Network Bank at all reasonable times, to inspect the CUSTOMER's use of the Protected Mark, and shall, upon request, provide samples of CUSTOMER's use of the Protected Mark in advertising or otherwise for review.

Upon notice to CUSTOMER, another debit network member may be substituted for Debit Network Bank under whose sponsorship this Agreement is performed. Upon substitution, such other debit network member shall be responsible for all obligations required of Debit Network Bank, including without limitation, as may be expressly required by applicable debit network rules. Subject to debit network rules, PROVIDER and Debit Network Bank may assign or transfer this Agreement and their rights and obligations hereunder and may delegate their duties hereunder, in whole or in part, to any third party, whether in connection with a change in sponsorship, as set forth in the preceding sentence, or otherwise, without the notice to or consent of CUSTOMER.

CUSTOMER further understands that any claims it may have regarding the Debit Services may not be offset against non PIN Debit sales.

CUSTOMER assumes all responsibility for paper copy of debit card transactions, pursuant to the appropriate debit card network rules.

Within one (1) business day of the original transaction, CUSTOMER must balance each location to the PROVIDER system for each business day that each location is open. If CUSTOMER determines that transaction(s) have been processed in error, CUSTOMER will initiate the appropriate transaction for adjustment to correct the transaction in question. CUSTOMER is responsible for all applicable adjustment fees per appropriate debit card network.

CUSTOMER shall be responsible for all telephone message unit costs, if any, as they are incurred by CUSTOMER for any of the services provided.

The responsibility for the installation of and training in the use of terminals shall be dependent upon the type of equipment or system being utilized by CUSTOMER.

PROVIDER shall settle debit card transaction proceeds to CUSTOMER daily, via a deposit to CUSTOMER's Settlement Account. All such settlements to CUSTOMER will be net of adjustments, network fees or PROVIDER's fees.

The fees for the PIN Debit network used to process your transaction will be applied. Which PIN Debit Network will be used will depend upon the availability of the network at the time of the transaction, whether a particular PIN Debit Card is enabled for a particular network, the routing requirements established by the networks and the card issuers, or other factors. You agree that we may, at our sole discretion, utilize any PIN Debit Network available to us for a given transaction.

The fees and charges set forth in Schedule C shall also apply for Debit transactions processed under this Schedule.

General Pricing Information:

1. Billable transactions include: purchases, returns, declines, reversals, and authorizations.
2. The PIN-Debit Network transactions include authorization, settlement and sponsorship.
3. The fees and charges set forth herein are in addition to all other Third Party Fees and all fees due and payable to PROVIDER and/or any applicable third party, will be collected by PROVIDER as set forth in the Agreement. In addition, CUSTOMER will also be charged the network fees on a per transaction per network basis as indicated above.

CUSTOMER AGREES THAT THE ABOVE-REFERENCED NETWORK FEES ARE CONTROLLED BY SAID NETWORK(S) AND ARE SUBJECT TO CHANGE BY THE NETWORK(S) AND THEREFORE TO THE CUSTOMER AT ANY TIME. PROVIDER WILL USE COMMERCIALY REASONABLE EFFORTS TO NOTIFY CUSTOMER PRIOR TO ANY EFFECTIVE CHANGE.

NOTWITHSTANDING THE ABOVE, CUSTOMER WILL BE GIVEN WRITTEN NOTICE THIRTY DAYS BY PROVIDER PRIOR TO OTHER CHANGES IN FEES. CUSTOMER AGREES TO COMPLY WITH ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS APPLICABLE TO DEBIT TRANSACTIONS. CUSTOMER ACKNOWLEDGES THAT DEBIT TRANSACTIONS ARE GOVERNED BY NETWORK REGULATIONS AS WELL AS FEDERAL AND STATE LAW, INCLUDING THE ELECTRONIC FUNDS TRANSFER ACT (KNOWN AS REGULATION E) AND AGREES TO BE COMPLIANT WITH SUCH REGULATIONS.

- C. American Express:** BANK is not an Acquirer or sponsor of any services that are related to American Express Transactions and shall bear no responsibility.
Fees: The fees and charges set forth in Schedule C shall apply.

Card processing services for these transaction types may be subject to a separate agreement.

Pricing Information. Billable transactions include: purchases, returns, declines, reversals, authorizations & terminal balancing totals.

The credit card transaction fee includes authorization and data capture. Settlement and payment for such card types will be provided by the applicable third party provider, pursuant to the agreement between CUSTOMER and such third party provider.

The fees and charges set forth above are in addition to all other Third Party Fees and all fees due and payable to Servicers and/or any applicable third party, and will be collected by SERVICERS as set forth in the Bankcard Addendum.

General. In the event CUSTOMER has a separate Issuer Agreement with a respective Issuer, all Chargeback and financial obligations including but not limited to fees and issues related thereto shall be governed by the terms of such Issuer Agreement. Notwithstanding the foregoing, in the event PROVIDER is providing settlement services for Diners Club and/or JCB transactions PROVIDER shall be responsible for providing such services pursuant to the terms of the Bankcard Addendum. CUSTOMER shall comply with all terms and conditions of the Issuer Agreement and the applicable rules, regulations, interpretations and other requirements of the respective Issuer and shall not seek authorization for or submit for processing or settlement hereunder any Issuer Card transactions at any time when CUSTOMER does not have in effect a valid Issuer Agreement with such Issuer. CUSTOMER agrees to notify PROVIDER immediately upon the termination of any Issuer Agreement to which it is a party. Upon such termination, PROVIDER shall have no further obligations hereunder to provide any services to CUSTOMER with respect to any transactions involving such Issuer Cards.

In the event CUSTOMER does not have a separate Issuer Agreement with a respective Issuer, the Issuer Card services to be provided hereunder shall be in accordance with the terms herein and the Bankcard Addendum.

Issuer Consents. CUSTOMER shall be responsible for obtaining any operational consents required of Issuer to comply with procedures or practices contemplated by both CUSTOMER and PROVIDER under this Bankcard Addendum. PROVIDER does not warrant or bear responsibility for the performance of any Issuer in any way.

Authorization Services Only. For each of the networks selected above, PROVIDER is providing authorization services only for Issuer Card transactions as specified herein, and CUSTOMER shall seek such authorization through PROVIDER. PROVIDER will submit the settlement file to the applicable Issuer on behalf of CUSTOMER. For any network not selected above, PROVIDER is not providing processing services for Issuer Card transactions, and CUSTOMER shall be responsible for processing and submitting directly to the applicable Issuer for settlement of such Card transactions, if CUSTOMER accepts such networks' Cards.

Processing and Submission to Issuers. In the event PROVIDER is providing processing services for Issuer Card transactions as specified herein, CUSTOMER shall submit to PROVIDER for processing all of CUSTOMER's Issuer Card transactions and PROVIDER shall process such transactions and transmit them electronically to the applicable Issuer with a summary of such Card transactions.