



SURCHARGE/CASH DISCOUNT PROGRAM ADDENDUM

EPSG, LLC would like to ensure your business understands the requirements of the Surcharge and/or Dual Pricing /Cash Discount programs outlined below.



Scan to learn more

Program type and requirements:

Surcharge:

- If implementing merchant surcharge, a maximum of 3% may be assessed on credit cards only and may not be assessed on debit card or prepaid card transactions.
- Surcharge disclosures must be posted at the point of entry, website, point of sale and printed on all receipts with the required disclosure verbiage. **
- Acquirers mandate that merchants must give 30 days’ notice prior to implementation of surcharging*.
*Please note that, in this context, we constitute as your acquirer, and you do not have to provide additional notice.

Please note Surcharge is prohibited in the following states: **Connecticut, Maine, Massachusetts, Oklahoma.**

** **California and New York State** have passed legislation that impacts any merchant imposing a surcharge. The legislation mandates that any surcharge merchants in these states must display the maximum price on the shelf or product to show what the consumer may pay regardless of payment method.

Dual Pricing/Cash Discount: If implementing cash discount or dual pricing, the cardholder must be shown the new “regular price,” with a discount shown on the receipt when cash is the chosen form of payment. Prices must not reference “card” or “credit” when showing any increase in prices to customers.

This document serves to acknowledge the receipt of the above Surcharge, Cash Discount and Dual Pricing merchant requirements. Merchant hereby certifies to strictly adhere to the information and requirements regarding the Programs. Merchant understands that failure to adhere to the above requirements may result in the cancellation of the respective programs, and/or the imposition of non-compliance assessments with associated fines.

Merchant further acknowledges that EPSG, LLC is not a law firm, and nothing contained herein shall be deemed to be legal advice. Merchant had an opportunity to review this document, the program, and the requirements with counsel of its choice to confirm the legality of each program within the jurisdiction of its operation, and the necessary content of all relevant disclosures for each program. Merchant hereby waives any and all claims it may have against EPSG, LLC with respect to losses arising out of our participation in the program and compliance with the requirements. We understand that the program requirements are subject to change, and it is our sole and absolute responsibility to comply with all changes as they become due.

Program Type:

Indicate which of the below Programs in which you wish to enroll:

_____ % Surcharge: Credit Surcharge

_____ % Dual Pricing/Cash Discount

The signature below, of an authorized officer of the business, acknowledges, accepts, and agrees to abide by the standards and requirements as outlined above.

Merchant Legal Name

Signature

Printed Name and Title

Date