

This Store and Forward Addendum to the merchant processing account is entered into as of the Effective Date by _____ (“Merchant”), NXGEN Payment Services, referred to as NXG.

This addendum asserts the following Merchant’s Responsibilities:

1. **Participation.** Once the Merchant has been approved to accept Transactions using the Store and Forward Application and their terminal has been programmed with the Store and Forward Application, Merchant may utilize the Store and Forward Application.
2. **Limitations.** Merchant will not utilize the Store and Forward Application to process PIN-based Online Debit Card Transactions or any type of PIN-based transactions, Electronic Gift Card Transactions or Electronic Check Transactions.
3. **Forwarding Transaction Data; Authorizations.** Merchant will forward Transaction Data to Processor via a point-of-sale terminal within twenty-four (24) hours of the Transaction.
4. **Risk.** Merchant understands that there is significant risk associated with utilizing the Store and Forward Application and not obtaining an authorization at the time of the sale – i.e., Merchant may receive a “decline” or “error” message in response to the subsequent authorization request. Merchant acknowledges and agrees it is fully liable for all Transactions whether or not an authorization approval code is received.
5. **Changes to Store and Forward Application; Termination.** Merchant acknowledges and agrees that NXG, in its sole discretion, may make changes to or terminate the Store and Forward Application at any time. Merchant will indemnify and hold NXG harmless for any action it may take pursuant to this Section.
6. **Indemnification.** Merchant will be liable for and will hold harmless and indemnify NXG and their respective employees, officers, directors and agents, against all claims by third parties arising out of the Agreement or the Store and Forward Application and for all attorneys’ fees and other costs and expenses paid or incurred by NXG in the enforcement of the Agreement, including but not limited to those resulting from any transaction processed under this Addendum or any breach by Merchant of this Addendum. In addition, Merchant will be liable for and will hold harmless and indemnify NXG and their respective employees, officers, directors and agents, against any fees, fines, or penalties assessed by Visa, MasterCard or Discover Network.
7. **Warranties and Limitation of Liability.**
 - a. NXG is not responsible for Store and Forward Transactions.
 - b. NXG makes no warranty, express or implied, with respect to the services provided hereunder including, without limitation, any express or implied warranty regarding the services’ compliance with any Laws or Payment Network Regulations governing the acceptance of Store and Forward Transactions.

