**Governed by the Lone Star Operating Rules**

## APPLICATION AND AGREEMENT FOR BENEFITS REDEMPTION

**Lone Star State-Supported (Exempt) Retailer**

THIS AGREEMENT ("Agreement") between Fidelity Information Services (FIS), LLC, an Arkansas limited liability company located at 601 Riverside Avenue, Jacksonville, Florida 32204 (together with its subsidiaries and affiliates, “FIS”), and Retailer named below (hereinafter "Retailer") shall be effective as of contract execution. This Agreement relates to Electronic Benefit Transfer ("EBT") services provided by the state of Texas Health and Human Services Commission (HHSC) (“State”), and shall be governed by and construed in accordance with Texas State law, without regard to its conflict of law principles.

The Agricultural Act of 2014 P.L.113-79, Section 4002 describes the SNAP provisions and regulations regarding the use of State-provided point-of-sale (POS) equipment and supplies.

This Agreement for Benefits Redemption includes:

* Terms and Conditions
* Supplemental Nutrition Assistance Program (SNAP) or Temporary Assistance for Needy Families (TANF) Cash Retailer to complete – Retailer Information Sheets 1 and 2

 **Complete all required information on pages 1, 2, and 3.**

\* Required information

|  |  |
| --- | --- |
| **FNS No. \*** | This is your FNS Authorization number for SNAP/Food Stamps |
|  |  |
| **Retailer Store Name\*** |  |  |  |
|  | Please PRINT name of your store and primary address as shown on your FNS license. |  |  |
| Primary Address**\*** | Primary Phone**\*** |  |  |
|  |  |  |  |
| City**\*** | State**\*** |  | Zip Code**\*** |
|  |  |  |  |
| **IRS Legal Filing Name\*** |  |  |  |
|  | PRINT legal name of your enterprise as shown on your income tax return |  |  |
| **Federal Tax ID or SSN\*** | (Check one)* Federal Tax ID SSN
 |
|  |  |
| Type of Business**\*** (Check one) | * Corporation Individual/sole proprietor Partnership
* Nonprofit/Tax-exempt Government Entity Limited Liability Corporation (LLC)
* Foreign Entity

*If you check “Foreign Entity”, you must complete and provide FIS with a signed Form W-8BEN Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding. Download from* [*http://www.irs.gov/pub/irs-pdf/fw8ben.pdf*](http://www.irs.gov/pub/irs-pdf/fw8ben.pdf) |

## ACCEPTED AND AGREED:

**IN WITNESS WHEREOF, the parties hereto have caused this State-Supported Retailer Agreement for Benefits Redemption to be executed by the persons thereunto duly authorized as of the dates written below. By signing this agreement, I certify that, if I elect to redeem Cash Benefits, my retail establishment will comply with the Lone Star Operating Rules and State and Federal laws related to the redemption of Cash Benefits.**

|  |  |
| --- | --- |
| **RETAILER** | **FIDELITY INFORMATION SERVICES, LLC** |
| **** |  |  |  |
| Signed by\* |  | Signed by |  |
| Print Name\*  |  | Print Name |  Brian T. Dugan  |
| Title\*  |  | Title |  Line of Business Executive  |
| Date Signed\*  |  | Date Rec’d by FIS |   |

|  |  |  |
| --- | --- | --- |
| **Complete, sign and return this agreement to FIS by fax OR mail.** | **Fax to:** | **414.341.7085** Secure electronic fax. No cover page needed. |
| **Mail to:** | FIS Merchant Services, PO Box 290, Milwaukee WI 53201-0290 |

**RETAILER INFORMATION—1**

**\*** Required information

|  |  |
| --- | --- |
| Chain Store Information |  |
| Chain Store? **\*** | * No
* Yes, Name of Chain:
 |
|  |
| Chain Contact Name & Phone |  |
|  |
| Checkout Lanes |  |  |
| Number of Checkout Lanes**\*** |  |

Phone No.

Operations Contact

Operations Contact Name**\***

Operations Contact Email\* Fax

Operations Contact Home

Emergency Phone Numbers**\***

Phone No.

Cell Phone

No.

Use of Terminals**\***

(\* SNAP, Cash, or SNAP & Cash)

## Retailer’s Store(s)

Please PRINT name of your store and primary address as shown on your FNS license (Retailer to complete; provide on a separate sheet or electronically.)

|  |  |  |
| --- | --- | --- |
| FNS Number | Store Address(es) | Number of Terminals |
|  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |
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## RETAILER INFORMATION—2

For electronic settlement of transactions (per Terms and Conditions, Section 2.1 Retailer Account of this agreement), Retailer must maintain a CHECKING account that can accept ACH debits and credits.

FIS will verify your financial institution and account information using the codes at the bottom of your check.

Write VOID on a business check.

BEFORE faxing (or mailing) the printed copy of the Agreement to FIS,

**tape top edge of voided check over this picture >>**

**\*** Required information

|  |  |  |
| --- | --- | --- |
| **Bank Routing Number\*** |  | **Retailer’s Bank Account Number\*** |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Transaction ProcessingCutoff Time**\*** |  |  |  | Please refer to Terms and Conditions, Section 2.2, Credits to Account |
|  |  |  |  |  |
| **Cutoff** Time is when your transaction processing cuts off each day.The 24-hour period from one Cutoff Time to the next is your **Processing Day**.The ACH Deposit deadline is 6:00pm CT. If your Cutoff Time is:* BEFORE 6:00pm CT, your processing day funds will be deposited in your bank account the next business day.
* AFTER 6:00pm CT, your funds will be deposited in two (2) business days.
 |
|  |
| Store Hours**\*** |  |  |  |  |
| Open 24/7? | Yes No: provide store hours below |
|  |  |
|  |  | Open |  | Close |
| Monday |  |  |  | Time Zone |
| Tuesday |  |  |  |  |
| Wednesday |  |  |  |  |
| Thursday |  |  |  |  |
| Friday |  |  |  |  |
| Saturday |  |  |  |  |
| Sunday |  |  |  |  |

—END RETAILER INFORMATION—

**TERMS AND CONDITIONS**

WHEREAS, Fidelity Information Services, LLC, ("FIS") has developed a system for the redemption of certain public assistance and Supplemental Nutrition Assistance Program (SNAP), formerly the Food Stamp Program, benefits to eligible recipients (the "System"); and

WHEREAS, FIS, in accordance with the terms and conditions of its agreement with the State (“Contract”), manages the redemption of and processes transactions related to United States Department of Agriculture, Food and Nutrition Service ("FNS") SNAP benefits and Temporary Assistance for Needy Families (TANF) Cash benefits through the System to benefit recipients who use EBT cards (“EBT Cardholders” or “Recipients”), and

WHEREAS, Retailer, a retail seller of goods, represents itself to be properly authorized by the Food and Nutrition Service of the U.S. Department of Agriculture ("FNS") to accept SNAP benefits in the State and authorized by the State to accept Cash benefits, in accordance with the Conditions of Participation listed below.

WHEREAS FIS may offer the placement of one or more terminals, printers, scanners and/or PIN pads (collectively "Terminals") at Retailer’s retail location in order to: (a) allow EBT Cardholders to access such benefits when purchasing goods from Retailer; and (b) enable Retailer to utilize vouchers for SNAP or TANF Cash transactions only in the event of a EBT host System failure or State Disaster in accordance with FNS guidelines.

NOW THEREFORE, FIS and Retailer hereby agree as follows:

1. **Conditions of Participation.** Retailer if participating in SNAP program, must be authorized by FNS to participate in the SNAP program. Retailer must provide EBT Cardholders access at a retail store to SNAP benefits or State Cash benefits authorized in accordance with Federal regulations. As a part of its determination, the State shall examine household shopping patterns. Authorized Retailers shall be identified as a participating Retailer and in agreeing to the terms and conditions of this Agreement are entitled to the rights of participation as defined by this Agreement.

Retailer, if participating in the TANF Cash program, must comply with the Lone Star Operating Rules and State and Federal laws related to the redemption of TANF Cash Benefits (see section 10)
2. **Retailer Accounting.**
	1. **Retailer Account.** Retailer shall maintain a checking account at a financial institution of Retailer's choice for purposes of electronic settlement of transactions. This checking account must accept debit and credit ACH Transactions.
	2. **Credits to Account.** Retailer's bank account shall be credited in an amount equal to the aggregate value of all on-line and all authorized offline transactions completed pursuant to this Agreement no later than, depending upon time of Retailer processing cutover, either one (1) or two (2) bank business days following the day on which such transactions occur less applicable State taxes or other required deductions***.*** FIS shall guarantee settlement for all transactions approved by FIS. State-Supported Retailers shall have a cutover time of 2:30 am Central Time (CT) with the option to change. For cutover times prior to 6:00 p.m. Central Time ("CT"), funds will be deposited to the Retailer's bank on the next bank business day following the day on which the transactions occurred. For cutover times after 6:00 p.m. CT, funds will be deposited two banking days following the day on which the transactions occurred. A "banking day" shall mean a day that is not a nationally recognized bank holiday and on which a branch of the Federal Reserve that is used for settlement is open for business. FIS reserves the right to discontinue authorizing transactions if FIS fails to receive reimbursement of funds from the appropriate government agency. In the event of such a discontinuance, FIS shall use reasonable commercial efforts to notify affected Retailers.
	3. **Out of Balance Discrepancies.** Retailer shall notify FIS of any transaction that is erroneously or believed to be erroneously handled by the System within six (6) business days from the original transaction date. Retailer shall supply FIS with any supporting documentation upon request. Failure to notify FIS within such six (6) business day period waives any right to an adjustment. In addition, FIS may initiate adjustments where a client submits a substantiated claim within ninety (90) calendar days of the date of a Transaction or where other System errors have been identified. The out of balance discrepancies are between the Retailer and FIS and are not client or retailer adjustments that must comply with the timeframes as specified in the federal regulations.
	4. **Correction of Data.** In the event FIS' employees cause errors in Retailer's data to occur and Retailer requests correction of such data within six (6) business days from the date of the error, FIS will correct such data as necessary at FIS' expense. Retailer is required to provide all information requested with respect to alleged errors. The expense to FIS of correcting such data shall be the only responsibility of FIS and shall constitute Retailer's sole and exclusive remedy with respect to such errors.
	5. **Unsettled Funds.** FIS will follow FNS regulations regarding unsettled funds.

## Term and Termination.

* 1. **Term.** The term of this Agreement shall begin as of the date hereof and shall continue until terminated in accordance with this Agreement or upon termination of the Contract, whichever is earlier.

## Termination.

* + 1. **By Retailer Without Cause.** Retailer may terminate this Agreement for any reason with written notice to FIS.
		2. **For Breach.** Either party may terminate this Agreement upon the material breach of this Agreement by the other party if the breaching party fails to cure such breach within (30) calendar days after receipt of written notice specifying in detail the breach claimed.
		3. Notwithstanding anything to the contrary in 3.2.2 above, this Agreement shall immediately terminate upon written notification to FIS that Retailer is no longer authorized or approved to participate in State programs.
		4. Upon any termination hereof, all Equipment shall be immediately returned to FIS, in good condition, normal wear and tear excepted, using an FIS-provided return label. If necessary, FIS shall have the right to enter Retailer's premises and take possession of Equipment or charge Retailer for the cost of the Equipment.
1. **Charges to Recipients.** Unless specifically allowed by law, Retailer shall not charge recipients a fee for providing benefits or doing a balance inquiry. Retailer shall not require a balance inquiry as a condition to a food purchase.
	1. SNAP Transactions. No fees will be charged to clients.
	2. TANF Cash Transactions. If Retailer has elected to support the electronic redemption of TANF Cash Benefits and the Retailer provides Cash Only transactions to clients, the Retailer will receive $0.50 from FIS via daily settlement for each of the first two TANF Cash Only transactions (no purchase included) of $50 or more in a calendar month for each Recipient. Retailers, at their option, may charge the recipient $0.50 for each $50 or more TANF Cash Only transaction beyond the first two for a Recipient in a calendar month. The TANF Cash Only transaction receipt will indicate whether the TANF Cash Only transaction is one of the first two or after the first two TANF Cash Only transactions meeting the above criteria. A Retailer is not permitted to charge a TANF Cash Program Recipient any other fee in connection with the Recipient’s use of his or her TANF Cash Benefit account.
2. **Lone Star Operating Rules.** FIS and Retailer shall each comply with the Lone Star Operating Rules, as amended from time-to-time, issued by the State of Texas Health and Human Services Commission (HHSC).
3. **Signage.** EBT Cardholders shall not be identified or otherwise singled out as recipients of the SNAP or TANF Program. Specifically prohibited is the designation of "SNAP only" or "welfare only" lanes. Retailer agrees to maintain signage as requested by States to indicate participation by the Retailer and within the store to allow the EBT Cardholder to determine which lane(s) accept EBT Cards without overtly referencing the Recipients' public assistance status. Signs and other information indicating which cards are accepted at such checkout stations shall identify EBT only by its logo and/or its initials unless otherwise agreed to by the State.
4. **EBT Service Marks.** Retailer agrees to display the Lone Star service marks or any other licensed marks of any governmental entity, and other materials supplied by FIS, in accordance with the standards set by the State. Retailer will use the service marks only to indicate that Benefit(s) are redeemed at Retailer's location and will not identify or otherwise single out EBT Cardholders as recipients of the SNAP or TANF Program.

## Confidentiality/Release of Information.

* 1. **Confidentiality.** "Confidential Information" means (i) a party's proprietary or confidential information which is designated in writing as such or that by nature of the circumstances surrounding the disclosure ought in good faith to be treated as proprietary or confidential, and (ii) all FIS products or services, including all trade secrets contained therein. Each party agrees (a) that during the course of its performance of this Agreement it may learn certain information concerning the other party's Confidential Information; (b) that the Confidential Information of the other shall remain the property of the other, and that such Confidential Information is made available on a limited use basis solely in connection with this Agreement; (c) that it will advise its employees to whom the information is disclosed of their obligations under this Agreement; (d) that it will not use, sell, disclose or otherwise make available any such Confidential Information, in whole or in part, to any third party without the prior written consent of the other party; and (e) that it will utilize the same degree of care it utilizes for its own confidential information, but in no case less than a reasonable degree of care, to prevent disclosure or use of such Confidential Information to or by any unauthorized person or entity. Upon termination of this Agreement all copies of Confidential Information shall be returned. The restrictions under this section shall not apply to information which: (i) is or becomes publicly known through no wrongful act of the party receiving the Confidential Information; or (ii) becomes known to a party without confidential or proprietary restriction from a source other than the disclosing party; or (iii) a party can show by written records that such information or data was in its possession prior to disclosure by the other party. In the event a party is legally compelled to disclose the Confidential Information it will be entitled to do so provided it gives the other party prompt notice and assists the other party, at the other party's expense, in obtaining any protective order.
	2. **Disclosure of EBT Cardholder Information.** The use or disclosure by Retailer of any information concerning an EBT Cardholder for any purpose not directly connected with the performance of Retailer's duties pursuant to this Agreement is prohibited.
	3. **Retailer Information.** Notwithstanding the foregoing, Retailer acknowledges that FIS may release Retailer information regarding Retailer's use of the System upon request by any Federal or State agency having authority to request such information, and Retailer shall have no claim or cause of action against FIS for such release of information.
1. **Compliance with Laws.** Retailer is responsible for complying with all applicable state and federal laws or regulations as amended from time to time, including but not limited to the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the American With Disabilities Act of 1990, the Clean Air Act, the Clean Water Act, the Energy Policy and Conservation Act and the Immigration Reform and Control Act of 1986. Retailer shall not, on grounds of race, color, religion, sex, sexual preference, national origin, creed, marital status, age, Vietnam era or disabled veteran's status, or the presence of any sensory, physical or mental handicap, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA: (a) deny an individual any contracted activities or other benefits provided under this Agreement; (b) provide any contracted activities or other benefits to an individual which are different, or are provided in a different manner, from those provided to others under this Agreement; (c) deny any individual an opportunity to participate in any program provided by this Agreement through the provision of contracted activities or otherwise, or afford an opportunity to do so which is different from that afforded under this Agreement.
2. **Redemption of TANF Cash Benefits.** The Retailer is required to comply with state and federal laws relating to the redemption of cash benefits. This Agreement may be suspended or terminated by the State or FIS (for) Retailer’s failure to comply with the Lone Star Operating Rules and the state and federal laws related to the redemption of TANF Cash Benefits. This includes that if Retailer redeems TANF Cash Benefits, the Retailer must not redeem TANF Cash Benefits for ineligible products (which are goods and services that are not necessary and essential to the welfare of the children, such as alcoholic beverages, tobacco products, lottery tickets, adult entertainment, firearms, ammunition, bingo, illegal substances, etc.), the Retailer, if not SNAP- authorized, must not derive more than 10% of their revenue from Entertainment (which is defined as the sale of alcoholic beverages, legalized games of chance, sexually oriented materials, coin-operated amusement machines or amusement services), the Retailer must not be a liquor store, casino, gambling casino, or other gaming establishment, or a retail establishment which provides adult-oriented entertainment in which performers disrobe or perform in an unclothed state for entertainment, and the Retailer must maintain the written certification statement found at the beginning of this agreement that states the Retailer will comply with the TANF Cash Benefit requirements. Notwithstanding anything to the contrary herein, a SNAP-authorized Retailer may only be terminated or suspended in accordance with this provision if such Retailer has first been de-authorized by FNS.
3. **Indemnification and Liability**. Notwithstanding any other provisions of this Agreement, FIS shall not be obligated to indemnify or to hold harmless Retailer, or Retailer’s officers, directors, employees, or any other party, except as required by applicable law or applicable operating rules, provided that FIS shall refund to Retailer the correct transaction amount of an erroneous or fraudulent transaction where such erroneous or fraudulent transaction was caused solely by FIS fraud or gross negligence, and in breach of this Agreement. Except to the extent required by applicable law or applicable operating rules, FIS’ liability shall be limited in all cases to direct damages which shall not exceed the dollar amount of transactions erroneously or fraudulently processed by FIS. Retailer hereby agrees to indemnify and hold FIS harmless from and against any liability arising out of this Agreement and FIS’ performance hereunder except with respect to Retailer’s direct damages caused by fraud committed by FIS’ employees. In no event shall either party be liable to the other for indirect, incidental or consequential damages.

## Equipment and Installation.

* 1. **FIS Supplied Terminals.** FIS will furnish a POS terminal (“Equipment”) to Retailer at no expense. FIS will furnish the Equipment for installation in Retailer's store(s) as listed in Retailer Information Sheet 1.

## Conditions of Use.

* + 1. Use of FIS-supplied Terminals for purposes other than contracted reasons is strictly prohibited.
		2. The Retailer shall maintain security procedures reasonably necessary to ensure the physical security of the Terminals and any controllers.
		3. All Terminals, and/or PIN pads, scanners, controllers and any other equipment furnished by FIS ("Equipment") and title thereto shall at all times hereunder remain the property of FIS. FIS reserves a security interest in all Equipment. Retailer shall provide FIS all reasonable assistance in perfecting such interests. No right or title to Equipment shall pass to Retailer by virtue of this Agreement except as expressly provided hereunder.
		4. Retailer shall not suffer or allow any lien, claim or encumbrance to attach to Equipment.
		5. All Equipment shall be returned to FIS in the same condition as supplied to Retailer, normal wear and tear accepted, upon any termination of this Agreement.
		6. Risk of loss or damage to Equipment shall pass to Retailer upon delivery to Retailer's store(s). Retailer shall be liable for lost, stolen, or damaged Equipment, or Equipment not returned to FIS, and Retailer's bank account will be debited at the current book value cost of the equipment. Retailer must notify FIS promptly if Equipment is lost, stolen or damaged. Retailer is advised to maintain adequate insurance to cover the value of Equipment in the event of any loss or damage thereto or theft thereof.
	1. **Terminal Problems**. If Retailer believes an FIS-supplied Terminal is malfunctioning, Retailer shall call the appropriate phone number to report such problem. FIS will attempt to determine by phone if there is a Terminal problem. Retailer shall cooperate with FIS in attempting to resolve any Terminal problems. If an FIS-supplied Terminal has a problem that would negatively impact benefit redemption, FIS shall replace the Terminal within 48 hours of notice of a problem.
	2. **Replacement Terminals.** If it is determined a replacement Terminal is needed, FIS may contact the Retailer to assist with the replacement process. FIS ships the replacement equipment with a return label for the Retailer to return malfunctioning equipment. Retailer is expected to return malfunctioning equipment at the time the replacement equipment and return label is received. If equipment is not returned within 14 business days of receipt of replacement equipment, Retailers’ account will be debited for the current book value of equipment.

## Training and Operation.

* + 1. FIS will supply initial training to Retailer on how to use the Equipment. FIS also agrees to provide face-to-face training whenever necessary at the option of the Retailer Thereafter, Retailer shall be responsible for on-going training of its employees.
		2. **Lone Star State-Supported Retailer POS Procedures Manual.** The Procedures Manual is available via download from the Retailer portal at [www.ebtEDGE.com](http://www.ebtedge.com/) or may be mailed to retailer at retailer’s request, and is a manual governing the operation of the System and Equipment. Retailer shall comply with the procedures of such manual.
		3. **Availability.** A designated employee of Retailer shall be available to assist EBT Cardholders with SNAP or Cash purchases during normal store hours of operation.
	1. **Power.** Retailer is expected to have adequate clean power located in close proximity to accommodate the EBT supplied equipment. A UL approved power strip with a surge protector may be utilized to supplement existing power outlets.
	2. **NO WARRANTIES.** FIS MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE TERMINALS PROVIDED BY FIS AND ALL WARRANTIES, EXPRESS OR IMPLIED, ARE HEREBY DISCLAIMED INCLUDING ANY WARRANTY OF RETAILER ABILITY OR FITNESS FOR A PARTICULAR PURPOSE

## Offline Vouchers and Stand-In Processing.

* 1. **Permissible Use**. Offline (manual) vouchers are used by Retailers who do not use POS terminals and by Retailers whose POS terminal or connectivity is malfunctioning. The Retailer processing offline manual vouchers will follow the FNS current policies and/or regulations. The Retailer will also follow the policies and rules of the State related to voucher usage.

	Stand-in processing can only be used when the State and FIS have invoked Stand-In Processing using offline manual vouchers. The State and FIS may invoke Stand-In processing when there is an EBT System failure lasting more than 30 minutes or a disaster declared by the State. When Stand-in processing is invoked, the maximum amount that may be authorized to a cardholder can be found in the Lone Star Operating Rules.
	2. **Offline Voucher Transactions.** Retailers are allowed to use offline vouchers for SNAP purchase, returns and reversal; and Cash benefit purchase and reversal transactions by eligible EBT Cardholders.
	3. **Limitations of Use.** Based on current FNS and State regulations, vouchers can be processed under Lone Star Operating rules for SNAP or Cash.
	4. **Offline Voucher Processing**. When using vouchers to process a SNAP or Cash transaction, retailer must obtain authorization (approval) from the FIS toll-free voice authorization system. In order to be reimbursed for the transaction, a Retailer must perform a Voucher Clear transaction within fifteen (15) calendar days of the transaction. Retailer may perform a Voucher Clear transaction on the POS terminal or online using the Retailer portal at [www.ebtEDGE.com](http://www.ebtedge.com/). Failure to clear the voucher may result in non-payment to the Retailer. If Retailer does not have a terminal, the voucher must be returned to FIS at the address listed on the voucher within fifteen (15) calendar days of the date of the transaction. If the voucher is mailed to FIS for processing, corrections and re-submissions of offline manual vouchers must occur within the 15 calendar days of the transaction—the amount of time allowed for offline manual voucher submission.
	5. **Stand-In Processing.** If Stand-In processing is invoked, the Retailer is not required to obtain authorization (approval) in advance and must mail the voucher to FIS for processing within 5 calendar days. The maximum amount guaranteed during stand-in processing is covered in the Lone Star Operating Rules.
	6. **Operating Instructions and Training.** Retailer will be furnished instructions and a quick reference guide for offline voucher processing and manuals governing the operation of the System. Retailer agrees to comply with the instructions contained therein.
	7. **Offline Manual Voucher Retention**. Retailer shall retain a copy of any executed offline manual voucher for a period of five (5) months after the effective date of the completed transaction.
1. **Notification of address or other changes.** Retailer must provide notice to FIS of any changes in the Retailer ownership and/or address. The new, or revised, ownership must obtain approval from FNS before the Retailer can begin to redeem SNAP benefits. Retailer must provide notice to FIS of any changes in the Retailer bank account number.
2. **Notice.** Any notice required or permitted hereunder shall be in writing and shall be deemed given when sent by certified mail, return receipt requested, to the address of the party receiving notice as appears on the signature page of this Agreement or as changed through written notice to the other party.
3. **No Assignment.** Retailer may not assign this Agreement.
4. **Force Majeure.** Each party hereto shall be excused from performance hereunder for any period and to the extent that it is prevented or delayed in the performance of any obligation as a result of acts of God or other causes beyond its control.
5. **Precedence.** In the event of a conflict between the terms and conditions of this Agreement and the Lone Star Operating Rules, the Lone Star Operating Rules shall take precedence.
6. **Amendment.** No amendment shall be effective until and unless reduced to writing and signed by both parties. FIS reserves the right to send change in terms and conditions to retailer’s known address.
7. **Entire Agreement.** Unless explicitly stated elsewhere, this Agreement is the complete Agreement between the parties and supersedes any other oral or written communication.

**—END OF TERMS AND CONDITIONS—**