



# Texas Auto Dealer Fee Verification

Sales Representative Name \_\_\_\_\_

Merchant Business Name \_\_\_\_\_

The undersigned, being duly authorized, hereby:

1. Certifies that the below referenced fees have been explained to me in full
2. Certifies that the EZPAY Merchant Service Agreement dated \_\_\_\_\_ was signed and duly executed by a person authorized to do so in the name of, and on behalf of \_\_\_\_\_ (Subscriber)
3. Confirms that the fees for single check conversion with guarantee are understood to be:

**Warranty Fee:** Greater of \_\_\_\_\_ % or \$.50  
**Electronic Inquiry Fee:** \$ 0.20 per inquiry      **Transaction Limit:** \$ \_\_\_\_\_  
**Monthly Minimum Fee:** \$ \_\_\_\_\_ Note: This monthly minimum is waived if EZPAY is included.  
**Statement Fee:** \$ \_\_\_\_\_ per month  
**Operator Assisted Call:** \$0.95 per Check      **December % Discount Surcharge:** 0.20%

4. Confirms that the fees for EZPAY Advantage are understood to be:

**Basic Set-up / Annual Subscription Fee:** \$ \_\_\_\_\_ / \_\_\_\_\_ per physical location  
**Pre-Authorization Feature: Set Up =** \$ \_\_\_\_\_ per physical location  
**Warranty Fee:** \_\_\_\_\_ % + \$ 2.95 (per approved check/debit deducted from funding)  
**Monthly Minimum Fee:** \$ \_\_\_\_\_ per location (this replaces the Monthly Minimum Fee in section 3)  
**Transaction Limit:** \$ \_\_\_\_\_      **December % Discount Surcharge:** 1.0%  
**Reserve % Withheld From Funding:** \_\_\_\_\_ % until \$ \_\_\_\_\_ is accumulated

5. Acknowledges that (a) by allowing a consumer to pay the down payment in one or more deferred installments, Subscriber may not add a fee onto the cash sales price as such constitutes the equivalent of a finance charge, and (b) Subscriber shall be held solely liable for transactions contemplated by the EZPAY Service Agreement as such relates to state and federal regulatory compliance.
6. Acknowledges that SPS will (a) deduct the warranty and transaction fees for the entire transaction amount from the initial payment check and (b) pay Subscriber the entire amount of the subsequent debits when the debits are scheduled in accordance with the terms of the Agreement.
7. Acknowledges that SPS uses customer personal credit file data from time to time to aide in the authorization process.
8. Acknowledges that (a) a lease obligation related to a POS device, scanner, or tablet, et al may be ongoing and continuing if the EZPAY service is cancelled, voluntarily or otherwise, and (b) that neither Subscriber nor an affiliated party shall file a cause of action directly or indirectly against SPS for a dispute relating to either a lease or the representations of an independent sales agent.
9. Acknowledges that (a) the EZPAY service is reserved for allowing a consumer to make a deferred down payment related to the sale of an automotive vehicle and (b) providing cash, the promise of cash, or a loan to a consumer in lieu of or in addition to providing goods and/or services is a violation of Texas law and a material breach of the Agreement resulting in a chargeback of the EZPAY transaction as well as immediate cancellation.
10. Confirms that the Terms and Conditions section of the EZPAY Advantage Service Agreement has been shown to me, or if not, that I understand that I shall view and accept such prior to initiating my first transaction at: <http://securepaymentsystems.com/pub/terms/TXDEZPAY.pdf>

Printed Owner/Officer Name \_\_\_\_\_

Title \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_