**WAIVER OF LIABILITY FOR EMV COMPLIANCE**

**I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (print name),**

**representing \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**(hereinafter “Company”) hereby acknowledge that Reseller has advised Company that their pin pad terminals and system fail to comply with the standards set by EMVCo. Company acknowledges that individuals may attempt to make purchases with misappropriated credit card information that would be prevented with EMV compliance.**

**By declining EMV enabled equipment Company assumes all responsibility for any claims made against Reseller that may have been prevented by the implementation of EMV enabled equipment. Company agrees to indemnify and hold Reseller harmless from any claims, including attorneys’ fees and costs, resulting from Company’s failure to purchase and install EMV enabled equipment.**

**Signed this \_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_.**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**(Signature and title of authorized representative of Company.)**