

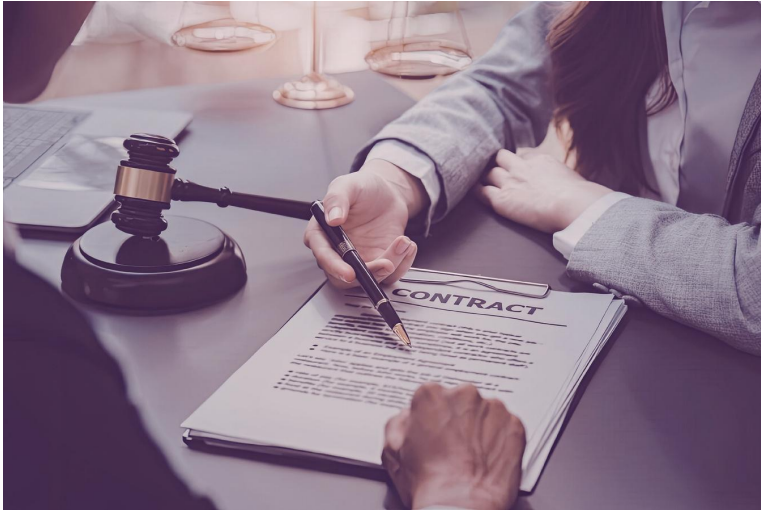


# Compliance & Savings

**Chamber Chats Networking Event**

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# You Hold the Cards



## Do not rush into signing a contract

- Providers want your business
- Good providers do not require restrictive long term agreements
- Strong partnerships are built on trust, not pressure

# Do Your Research

## Consider more than one option

- Compare multiple quotes
- Evaluate transparency, service, and support
- Make sure the solution fits your business needs



# Understand the Agreement



## Read the entire contract carefully

- Confirm fees match what was promised
- Look for hidden fees and termination clauses
- Ask questions — good providers explain clearly and patiently

# Why Payment Compliance Matters

## Understand ME and NH payment regulations

- Reduce credit card fees compliantly
- Communicate fees clearly to customers
- Protect your business from penalties and surprises
- Understand that not every provider holds compliance standards, but regardless the business owner is responsible.



# Surcharging: The "Add-On" Model

**Surcharging is adding a fee only when a credit card is used.**

- ❓ **How it works:** You keep your existing prices but add a fee at checkout for credit users.
- ✓ **The Golden Rule:** You can never surcharge debit or prepaid cards (even if run as "credit").

- ⚠️ **The Limits:** Capped at 3% or your actual cost of acceptance (whichever is lower).
- 🕒 **The Prep:** You must notify your processor 30 days in advance and post clear signage at the door and the register.
- 🚫 **Where it's banned:** Connecticut, Maine, and Massachusetts. Oklahoma is capped

**i** If a fee appears only on card transactions, even if you call it a "non-cash adjustment," "service fee," or "technology cost", it is a surcharge.

# Cash Discounting: The Reward Model

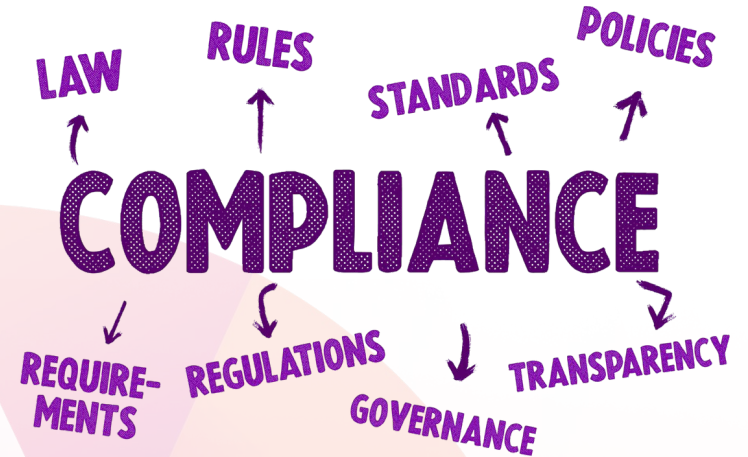
**Cash discounting is the non-fee approach. Instead of a penalty for cards, it's a "thank you" for cash.**

**How It Works in Practice:** To offset costs, you raise your standard list prices by roughly 4%. That \$10 burger becomes a \$10.40 burger on your menu.



# Cash Discounting: The Reward Model

- **At the Register:** The customer paying with cash receives a \$0.40 discount, paying the original \$10.
- **The Compliance Key:** The posted price must always be the card price. If you advertise the lower price and then add a fee for cards at the end, Visa calls that a surcharge, not a discount.



# Dual Pricing: The "Safe Harbor"

Dual pricing is the visual ultimate of transparency. Both the cash and card prices are displayed side-by-side everywhere—menus, shelves, and websites.

*Example: \$10.00 Cash / \$10.40 Card.*

Visa considers this a "safe harbor" because there are no surprises. As long as the customer sees both prices upfront and the system charges the advertised amount without a separate "fee" line on the receipt, you are operating in the clear.




# Comparison at a Glance

Feature	Surcharging	Cash Discount	Dual Pricing
Max Cap	3% (Standard)	No Limit	No Limit
Debit Cards	✗ Prohibited	✓ Allowed	✓ Allowed
Posted Price	Must be same for all	Must be Card Price	Both displayed
Visa Notification	Required (30 Days)	Not Required	Not Required

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