



Merchant Fee Advocate

Terms and Conditions

Last Updated: 02/04/2025

1. Agreement to Terms

By accessing or using Merchant Fee Advocate's website ("Site"), you agree to these Terms and Conditions ("Terms"). If you do not agree, do not use the Site.

2. Services Description

Merchant Fee Advocate ("MFA", "we", "us", "our") provides payment processing consulting and referral services ("Services"), including:

- - Payment processing solutions
- - Merchant services consulting
- - Processing fee analysis
- - Equipment recommendations
- - Provider referrals

3. User Accounts

3.1. Account Creation

- - Must provide accurate information
- - Maintain current contact details
- - Protect account credentials
- - Notify us of unauthorized access

3.2. Account Types

- - Merchant accounts
- - Referral Partner accounts
- - Each subject to specific agreements

4. Payment Terms

4.1. For Merchants

- - No direct fees for initial analysis
- - Provider fees determined by processor
- - Terms specified in merchant agreement

4.2. For Referral Partners

- - Commission structure per partner agreement
- - Payment terms per Schedule A
- - Subject to provider policies

5. **Intellectual Property**

5.1. Ownership

- - Site content owned by MFA
- - Logos, trademarks protected
- - Partner materials used with permission

5.2. Limited License

- - Personal, non-commercial use
- - No reproduction without consent
- - No derivative works

6. **User Conduct**

Users shall not:

- - Submit false information
- - Violate laws or regulations
- - Interfere with site operation
- - Access unauthorized areas
- - Share confidential information

7. **Privacy & Data**

7.1. Data Collection

- - See Privacy Policy
- - Business information collected
- - Transaction data analyzed

7.2. Data Usage

- - Service improvement
- - Partner matching
- - Regulatory compliance

8. **Disclaimers**

8.1. Service Availability

- - No guaranteed uptime
- - Maintenance without notice
- - System updates as needed

8.2. Results

- - No guaranteed savings
- - Rates subject to change
- - Provider terms vary

9. **Limitation of Liability**

9.1. Cap on Liability

- - Limited to fees paid
- - No consequential damages
- - No lost profit claims

9.2. Exclusions

- - Gross negligence
- - Willful misconduct
- - Required by law

10. **Indemnification**

Users agree to indemnify MFA against:

- - False information
- - Agreement violations
- - Unauthorized access
- - Third-party claims

11. **Termination**

11.1. By MFA

- - Violation of terms
- - False information
- - Suspected fraud
- - Without cause notice

11.2. By User

- - Written notice
- - Account closure
- - Data retention period

12. **Changes to Terms**

- - Updates without notice
- - Continued use is acceptance
- - Material changes notified

- - Prior version available

13. **Governing Law**

- - Oregon law applies
- - Arbitration in Jacksonville
- - Class action waived
- - Individual claims only