

Merchant Application



Merchant # _____
 New Location ☒ Additional Location ☐
 1455 NW Leary Way • Suite 200 • Seattle, WA 98107
 Tel: 866.701.4700 • Fax: 206.428.7102
 www.gravitypayments.com

► Business Information

Business Name (DBA): ADAFRUIT INDUSTRIES LLC

Physical Street Address (No P.O. Box): Mailing Address City: State: Zip:
 150 VARICK ST New York NY 10013

Customer Service Phone #: 646 465-3692 Customer Service Email: support@adafruit.com Website: www.adafruit.com

Legal Business Name (As it appears on your income tax return):
 ADAFRUIT INDUSTRIES LLC

Legal Address: Check here if same as DBA Mailing Address City: State: Zip:
 150 VARICK ST New York NY 10013

Phone #: 646 465-3692 Contact:

Federal Tax ID # (As it appears on your income tax return): 2 6 3 2 1 6 6 5 9 Years in business: 8 ☐ I certify that I am a foreign entity/nonresident alien.
 (If checked, please attach IRS Form W-8)

Note: Failure to provide accurate information may result in a withholding of merchant funding per IRS regulations (see Part II, Section A.3 of your Program Guide for more information)

► Owners or Officers · Individual Ownership Must be Equal to or Greater than 50%

Primary Owner/Officer: Title: Date of Birth: Applicant's SSN #: % Equity Ownership:
 LIMOR FRIED Owner 10/27/1979 016706889 100

Residence Address: City: State: Zip: Home Phone #:
 474 Greenwich Street, 6w New York NY 11013 646 465-3692

Secondary Owner/Officer: Title: Date of Birth: Applicant's SSN #: % Equity Ownership:

Residence Address: City: State: Zip: Home Phone #:

Gravity Payments does not disclose any personal or financial information supplied on this merchant application to our associates or to any third parties.

► American Express ESA / Pass Through* - New Account Request

By signing below, I represent that I have read and am authorized to sign and submit this application for the above entity which agrees to be bound by the American Express® Card Acceptance Agreement ("Agreement"), and that all information provided herein is true, complete and accurate. I authorize Gravity Payments and American Express Travel Related Services Company, Inc. ("American Express") and American Express's agents and Affiliates to verify the information in this application and receive and exchange information about me personally, including by requesting reports from consumer reporting agencies, and disclose such information to their agents, subcontractors, Affiliates, and other parties for any purpose permitted by law. I authorize and direct Gravity Payments, American Express and American Express's agents and Affiliates to inform me directly, or through the entity above, of reports about me that they have requested from consumer reporting agencies. Such information will include the name and address of the agency furnishing the report. I also authorize American Express to use the reports from consumer reporting agencies for marketing and administrative purposes. I understand that upon American Express's approval of the application, the entity will be provided with the Agreement and materials welcoming it to American Express's Card acceptance program. In addition, by signing this form, you authorize American Express and its agents and Affiliates to send you account information and exclusive offers and savings for your business via the information that you have provided, which includes your business e-mail address. For information on how we use your information and protect your privacy, please visit us at www.americanexpress.com/privacy. *American Express will charge either a Flat Fee of \$7.95 or a Discount Rate and Transaction Fee directly to the merchant.

Signature: X Date: Existing S/E #:

► Automated Clearing House (Bank Deposit Information)

Merchant authorizes Gravity Payments or Bank to present Automated Clearing House credits, Automated Clearing House debits, wire transfers, or depository transfer checks to and from the following account and to and from any other account for which Gravity Payments or Bank are authorized to perform such functions under the Merchant Processing Agreement, for the purposes set forth in said Agreement. This authorization extends to such entries in said account concerning lease, rental or purchase agreements for POS terminals and/or accompanying equipment and/or check guarantee fees and amounts due for supplies and materials. This Automated Clearing House authorization cannot be revoked until all Merchant obligations under this Agreement are satisfied, and Merchant gives Gravity Payments written notice of revocation.

Checking Account Number: 3172451937 Bank Routing Number (9 digits): 021272723

► Business Profile

TYPE OF OWNERSHIP: ☐ Sole Proprietor ☐ Corporation (Public) ☐ Corporation (Private) ☐ Tax Exempt Org
☐ Medical or Legal Corp ☒ Single Member LLC ☐ Multi Member LLC ☐ Other _____

AVERAGE TICKET: \$ 115 AVERAGE MONTHLY VOLUME: \$ 900,000

Do you currently accept Discover/Visa/MasterCard? ☒ Yes ☐ No Name of Current Processor: Gravity

Type of Goods or Services Sold (be specific): computer parts

► Merchant Site Inspection - For Office Use Only

I hereby verify that this application has been fully completed by merchant applicant and that I have physically inspected the merchant at this address and the information stated above is true and correct to the best of my knowledge and belief.

Gravity Representative: Date:

► Sales Profile

Discover/Visa/MasterCard Sales Profile (Be Accurate):

Card Swipe %

Manual Key Entry %

Mail Order / Telephone %

Internet 100 %

Total = 100 %

Industry			Pricing Structure		
<input checked="" type="checkbox"/> Standard Retail & Restaurant <input type="checkbox"/> MOTO/Key Entry <input type="checkbox"/> E-Commerce			<input checked="" type="checkbox"/> Interchange & Association Fees Pass Through ¹ <input type="checkbox"/> Tiered ² <input type="checkbox"/> Flat Rate ³		
VS/MC/DSC Discount Rate: <u>0.13</u> % VS/MC/DSC Signature Debit Rate: <u>0.13</u> % VS/MC/DSC Mid-Qualified Rate: <u>na</u> % VS/MC/DSC Non-Qualified Rate: <u>na</u> %			VS/MC/DSC Merchant Chooses to accept the following: Accept ALL MasterCard, Visa and Discover Network Transactions (unless noted below) MasterCard Acceptance: MC Credit Trans <u>only</u> MC Non-PIN Debit Trans <u>only</u> Visa Acceptance: VS Credit Trans <u>only</u> VS Non-PIN Debit Trans <u>only</u> Discover Acceptance: DSC Credit Trans <u>only</u> DSC Non-PIN Debit Trans <u>only</u> See Section 1.9 of the program Guide for details regarding limited card acceptance.		
VS/MC/DSC Transaction Fee <u>0.06</u> Per Item Non-Bankcard Transaction Fee <u>0.06</u> Per Item Monthly Minimum: <u>25.00</u> Monthly Statement / Service Fee <u>0.00</u> Monthly Batch Fee <u>0.00</u> Per Batch Debit Transaction Fee Plus Network <u>0.00</u> Per Item EBT Transaction Fee <u>0.00</u> Per Item Annual Fee <u>0.00</u> Per Year Address Verification Service Fee <u>0.00</u> Per Item Voice Auth Fee <u>\$0.95</u> Per Item Chargeback/ACH Reject Fee <u>\$25.00</u> Per Item Retrieval Fee <u>\$5.00</u> Per Item Online Reports Access <u>0.00</u> Monthly Early Termination Fee <u>\$495.00</u> if canceled within the first 3 years Other Fees (Please Specify) _____			Optional Merchant Fees & Gateway Information: Gateway (e.g. Authorize.net, USA ePay) _____ Is this an existing gateway to be reprogrammed? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Retail Swiper <input type="checkbox"/> MO/TO Virtual Terminal <input type="checkbox"/> e-Commerce Shopping Cart Gateway Fees Activation Fee _____ Upon Setup Transaction Fee _____ Per Item Monthly Gateway Fee _____ Monthly Recurring Billing Monthly Fee _____ Monthly Annual Fee _____ Per Year Email address to receive gateway activation (required; please print legibly): _____ Wireless Fees Activation Fee _____ Upon Setup Per Item Fee _____ Per Item Monthly Access Fee _____ Monthly Seasonal Re-Activation Fee (if de-activated within 12 months) _____ Per Terminal		
<small>I/We understand and agree to the following: 1) Pass through fees include all Interchange and Card Association Fees. Card Association Fees include: Dues and Assessments, Visa FANF, Visa Misuse of Auth Fee, Visa ACQ Processing Fee, Visa Zero Floor Limit Fee, Visa Int'l ACQ Fee, Visa ACQ ISA Fee, MC ACQ Support Fee, MC Cross Border Fee, MC NABU Fee, MC Proc Integrity Fee, Discover Int'l Proc Fee, Discover Int'l Service Fee, Discover Data Usage Fee. 2) The qualified rate as stated above will be charged on all electronically authorized payment card transactions that are in batches closed daily. All payment card transactions may be charged higher than the listed qualified rate (mid- or non-qualified rate). Card Association Fees, excluding Dues and Assessments, are passed through. 3) Interchange and Card Association Fees are encompassed in the Flat Rate, unless otherwise disclosed.</small>					
► Equipment Order/One Time Charge					
Quantity	Description	Unit Price	Total Price		
Total amount due will be paid by automatic bank withdrawal. If payment by credit card is preferred, complete the form below:					
Credit Card Number: _____ Exp. Date: _____					
Signature: _____ Date: _____				Total: _____	
Printed Name on Card: _____				* Plus Applicable Tax	
<small>IMPORTANT NOTICE: All information contained in this application was completed, supplied and/or reviewed by the undersigned Merchant. Gravity Payments shall not be responsible for any change in printed terms unless specifically agreed to in writing by an officer of Gravity Payments and/or Wells Fargo Bank. By signing below you are agreeing to the provisions stated within this merchant application, on the reverse side (the Merchant Agreement) and acknowledge receipt of the Merchant Program Guide. Those provisions must be read before signing. By signing below, you agree to the terms on the first and second page of this MERCHANT Processing Agreement and the Merchant Program Guide. You further acknowledge and agree that you will not use your merchant account and/or the Services for illegal transactions, for example, those prohibited by the Unlawful Internet Gambling Enforcement Act, 31 U.S.C. Section 5361 et seq, as may be amended from time to time, or processing and acceptance of transactions in certain jurisdictions pursuant to 31 CFR Part 500 et seq. and other laws enforced by the Office of Foreign Assets Control (OFAC). Client certifies, under penalties of perjury, that the federal taxpayer identification number and corresponding filing name provided herein are correct.</small>					
► Individual Guaranty			► For All Businesses - Business Resolution		
As a primary inducement to Gravity Payments and Bank to enter into this Agreement, the undersigned Guarantor(s), identified as Primary and Secondary on the Agreement, by signing this Agreement, jointly and severally, personally guarantee the continuing full and faithful performance and payment by Merchant of each of its duties and obligations to Gravity Payments and Bank under this Agreement or any other agreement currently in effect in the future entered into between Merchant or its principals and Gravity Payments or Bank, as such agreements now exist or are amended from time to time, with or without notice. Guarantor(s) understands further that Gravity Payments or Bank may process directly against Guarantor(s) without first exhausting their remedies against any other person or entity responsible to it or any security held by Gravity Payments and Bank or Merchant. This guarantee will not be discharged or affected by death of the undersigned, will bind all heirs, administrators, and assigns and may be enforced by or for the benefit of any successor of Gravity Payments and Bank. Guarantor(s) understand that the inducement to Gravity Payments and Bank to enter into this agreement is consideration for the guaranty, and that this guaranty remains in full force and effect even if the Guarantor(s) receive no additional benefit from the guaranty.			The indicated officer(s) identified as Primary and Secondary below have the authorization to execute the MERCHANT Processing Agreement on behalf of the here within named business. THE UNDERSIGNED, "MERCHANT", UNDERSTANDS THAT THIS AGREEMENT SHALL NOT TAKE EFFECT UNTIL SAID MERCHANT HAS BEEN APPROVED BY BANK AND A MERCHANT NUMBER IS ISSUED.		
AGREED AND ACCEPTED: Primary Owner/Officer—Signature: _____ Date: <u>3/7/14</u> Secondary Owner/Officer—Signature: _____ Date: _____			Print Legal Name of Business: <u>Adafruit Industries LLC</u> Primary Owner/Officer—Signature: _____ Date: <u>3/7/14</u> Secondary Owner/Officer—Signature: _____ Date: _____		
Accepted by Processor _____ Date: _____			Accepted by Wells Fargo, N.A. _____ Date: _____		