

## 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](http://www.gravitypayments.com)

### ► Business Information

Business Name (DBA): ADAFRUIT INDUSTRIES LLC

Physical Street Address (No P.O. Box): <b>150 VARICK ST New York NY 10013</b>	Mailing Address	City:	State:	Zip:
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Customer Service Phone #: <b>646 465-3692</b>	Customer Service Email: <b>support@adafruit.com</b>	Website: <b>WWW. adafruit.com</b>
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Legal Business Name (As it appears on your income tax return):

**ADAFRUIT INDUSTRIES LLC**

Legal Address:	Check here if same as DBA <b>150 VARICK ST New York NY 10013</b>	Mailing Address	City:	State:	Zip:
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Phone #: <b>646 465-3692</b>	Contact:
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Federal Tax ID # (As it appears on your income tax return): <b>2 6 3 2 1 6 6 5 9</b>	Years in business: <b>8</b>	<input type="checkbox"/> I certify that I am a foreign entity/nonresident alien. (If checked, please attach IRS Form W-8)
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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: <b>LIMOR FRIED</b>	Title: <b>Owner</b>	Date of Birth: <b>10/27/1979</b>	Applicant's SSN #: <b>016706889</b>	% Equity Ownership: <b>100</b>
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Residence Address: <b>474 Greenwich Street, 6w</b>	City: <b>New York</b>	State: <b>NY</b>	Zip: <b>11013</b>	Home Phone #: <b>646 465-3692</b>
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Secondary Owner/Officer:	Title:	Date of Birth:	Applicant's SSN #:	% Equity Ownership:
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Residence Address:	City:	State:	Zip:	Home Phone #:
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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](http://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:	<input type="checkbox"/> Sole Proprietor	<input type="checkbox"/> Corporation (Public)	<input type="checkbox"/> Corporation (Private)	<input type="checkbox"/> Tax Exempt Org
	<input checked="" type="checkbox"/> Medical or Legal Corp	<input checked="" type="checkbox"/> Single Member LLC	<input type="checkbox"/> Multi Member LLC	<input type="checkbox"/> Other

### ► Sales Profile

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

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:
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Card Swipe %

Manual Key Entry %

Mail Order / Telephone %

Internet **100** %

Total = **100** %

<b>Industry</b>		<b>Pricing Structure</b>		
<input checked="" type="checkbox"/> Standard Retail & Restaurant	<input checked="" type="checkbox"/> MOTO/Key Entry	<input checked="" type="checkbox"/> Interchange & Association Fees Pass Through <sup>1</sup>		
<input type="checkbox"/> E-Commerce		<input type="checkbox"/> Tiered <sup>2</sup>		
		<input type="checkbox"/> Flat Rate <sup>3</sup>		
VS/MC/DSC Discount Rate:	0.13 %	VS/MC/DSC Merchant Chooses to accept the following: <b>Accept ALL MasterCard, Visa and Discover Network Transactions (unless noted below)</b>		
VS/MC/DSC Signature Debit Rate:	0.13 %	MasterCard Acceptance:	MC Credit Trans <u>only</u> MC Non-PIN Debit Trans <u>only</u>	
VS/MC/DSC Mid-Qualified Rate:	na %	Visa Acceptance:	VS Credit Trans <u>only</u> VS Non-PIN Debit Trans <u>only</u>	
VS/MC/DSC Non-Qualified Rate:	na %	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	0.06	Per Item	Optional Merchant Fees & Gateway Information:	
Non-Bankcard Transaction Fee	0.06	Per Item	Gateway (e.g. Authorize.net, USA ePay)	
Monthly Minimum:	25.00	Monthly	Is this an existing gateway to be reprogrammed? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Statement / Service Fee	0.00	Monthly	<input type="checkbox"/> Retail Swiper <input type="checkbox"/> MO/TO Virtual Terminal <input type="checkbox"/> e-Commerce Shopping Cart	
Batch Fee	0.00	Per Batch	<b>Gateway Fees</b>	
Debit Transaction Fee Plus Network	0.00	Per Item	Activation Fee _____ Upon Setup	
EBT Transaction Fee	0.00	Per Item	Transaction Fee _____ Per Item	
Annual Fee	0.00	Per Year	Monthly Gateway Fee _____ Monthly	
Address Verification Service Fee	0.00	Per Item	Recurring Billing Monthly Fee _____ Monthly	
Voice Auth Fee	\$0.95	Per Item	Annual Fee _____ Per Year	
Chargeback/ACH Reject Fee	\$25.00	Per Item	Email address to receive gateway activation (required; please print legibly): _____	
Retrieval Fee	\$5.00	Per Item		
Online Reports Access	0.00	Monthly	<b>Wireless Fees</b>	
Early Termination Fee	\$495.00 if canceled within the first 3 years		Activation Fee _____ Upon Setup	
Other Fees (Please Specify)	_____		Per Item Fee _____ Per Item	
Monthly Access Fee _____ Monthly Seasonal Re-Activation Fee (if de-activated within 12 months) _____ Per Terminal				
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.				
<b>► Equipment Order/One Time Charge</b>				
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		
<p><b>IMPORTANT NOTICE:</b> 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.</p>				
<b>► Individual Guaranty</b>				
<p>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.</p>				
<b>► For All Businesses - Business Resolution</b>				
<p>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. <b>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.</b></p>				
<p><b>Print Legal Name of Business:</b> Adafruit Industries LLC</p>				
<p>Primary Owner/Officer—Signature: _____ Date: 3/7/14 X _____</p>				
<p>Secondary Owner/Officer—Signature: _____ Date: _____ X _____</p>				
<p><b>AGREED AND ACCEPTED:</b></p>				
<p>Primary Owner/Officer—Signature: _____ Date: 3/7/14 Accepted by Processor Date: _____ X _____</p>				
<p>Secondary Owner/Officer—Signature: _____ Date: _____ Accepted by Wells Fargo, N.A. Date: _____ X _____</p>				