



MERCHANT SOLUTIONS

LL MERCHANT SOLUTIONS MERCHANT APPLICATION & AGREEMENT

LL Merchant Solutions is a registered ISO/MSP for Deutsche Bank AG, New York, NY
17822 17th St. #208, Tustin, CA 92780 Toll-free: 888-714-8442, Fax: 949-266-5859

DATE	REPRESENTATIVE	OFFICE
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MERCHANT INFORMATION

BUSINESS LEGAL NAME		DBA NAME		
LOCATION ADDRESS	CITY	STATE	ZIP	TIME AT ADDRESS
MAILING ADDRESS	CITY	STATE	ZIP	TIME IN BUSINESS
CONTACT	BUSINESS PHONE	BUSINESS FAX	BUSINESS HOURS	BUSINESS ENTITY <input type="checkbox"/> SOLE OWNER <input type="checkbox"/> LLC <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> OTHER <input type="checkbox"/> CORPORATION <input type="checkbox"/> NON-PROFIT
E-MAIL ADDRESS		WEB ADDRESS		
# OF LOCATIONS	TYPE OF BUSINESS	PRODUCT/SERVICE SOLD		
ARE YOU PROCESSING BANKCARDS NOW, OR HAVE YOU IN THE PAST? <input type="checkbox"/> YES <input type="checkbox"/> NO IF YES, PLEASE NAME PROCESSOR				
HAVE ANY OF THE PRINCIPALS HAD A BANKCARD RELATIONSHIP TERMINATED? IF YES, ATTACH LETTER OF EXPLANATION <input type="checkbox"/> YES <input type="checkbox"/> NO				

PRINCIPAL OWNERS (COMPLETED INFORMATION REQUIRED IN ORDER TO COMPLY WITH SECTION 326, USA PATRIOT ACT OF 2001)

PRINCIPAL NO.1 NAME		TITLE	% OWNERSHIP	RESIDENCE PHONE	
SOCIAL SECURITY #	DOB	DRIVERS LICENSE #	STATE	E MAIL	
RESIDENCE ADDRESS		CITY	STATE	ZIP	HOW LONG
PRINCIPAL NO.2 NAME		TITLE	% OWNERSHIP	RESIDENCE PHONE	
SOCIAL SECURITY #	DOB	DRIVERS LICENSE #	STATE	E MAIL	
RESIDENCE ADDRESS		CITY	STATE	ZIP	HOW LONG

DEPOSIT BANK INFORMATION (INCLUDE VOIDED CHECK OR BANK LETTER - MUST BE CHECKING ACCOUNT)

BANK NAME	PHONE	ABA ROUTING #	ACCOUNT NUMBER
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BANKCARD SALES PROFILE (IF PROCESSING UNDER 80% "CARD SWIPE", YOU MUST FILL OUT MOTO FORM BELOW)

<input type="checkbox"/> STANDARD 3 TIER PLAN <input type="checkbox"/> TWO TIER PLAN <input type="checkbox"/> IC ASSESSMENTS PLUS PLAN <input type="checkbox"/> ONE RATE PLAN								
CARD SWIPE	%	MANUALLY KEYED WITH IMPRINT	%	VIRTUAL TERMINAL	%	INTERNET (CAT)	%	= TOTAL 100%
REQUESTED AVERAGE MONTHLY VOLUME \$		REQUESTED AVERAGE TICKET \$		REQUESTED MAXIMUM TICKET AMOUNT \$				
ARE THERE FUTURE DELIVERY OR PREPAID SERVICES?		<input type="checkbox"/> YES <input type="checkbox"/> NO IF YES: <input type="checkbox"/> 1-30 DAYS <input type="checkbox"/> QUARTERLY <input type="checkbox"/> SEMI-ANNUALLY <input type="checkbox"/> ANNUALLY <input type="checkbox"/> MORE THAN 1 YEAR		WHAT % OF THE TOTAL MONTHLY VOLUME IS FUTURE DELIVERY? _____ %				

MOTO FORM (Mail Order Telephone Order) ONLY REQUIRED FOR MERCHANTS THAT PROCESS UNDER 80% "CARD SWIPE"

FOR MERCHANTS PROCESSING UNDER 80% "CARD SWIPE" ONLY 	DO YOU SELL: <input type="checkbox"/> PHYSICAL PRODUCT <input type="checkbox"/> SERVICE <input type="checkbox"/> OTHER: _____		DO YOU OWN THE PRODUCT/INVENTORY? <input type="checkbox"/> YES <input type="checkbox"/> NO	
	BRIEFLY DESCRIBE PRODUCT/SERVICE: _____			
	PROD. STORED AT BUSINESS LOCATION? <input type="checkbox"/> YES <input type="checkbox"/> NO IF NO: WHERE? _____		PROD. SHIPPED BY: <input type="checkbox"/> YOU <input type="checkbox"/> FULLFILLMENT CENTER	
	CUSTOMER CHARGED AT: <input type="checkbox"/> TIME OF ORDER <input type="checkbox"/> TIME OF SHIPMENT IF BILLED AT ORDER: HOW LONG FOR PRODUCT TO SHIP? _____ DAYS			
	SIGNATURE OBTAINED AT DELIVERY? <input type="checkbox"/> YES <input type="checkbox"/> NO		INTERNATIONAL SALES? <input type="checkbox"/> YES <input type="checkbox"/> NO IF YES: WHAT PERCENTAGE OF TOTAL SALES? _____ %	
	BRIEFLY DESCRIBE THE RETURN/REFUND POLICY: _____			

IRS REPORTING - REQUIRED (BACKUP WITHHOLDING CERTIFICATIONS & SUBSTITUTE FORM W-9)

TIN: (If "Sole Owner", use SSN or EIN) _____		LEGAL NAME: (must match income tax return) _____	
<input type="checkbox"/> TAXPAYER I.D. NUMBER - The Tax Payer Identification Number shown above (TIN) is my correct taxpayer identification number			
<input type="checkbox"/> BACKUP WITHHOLDING - I am not subject to backup withholding, either because I have not been notified that I am subject to backup withholding as a result of a failure to report all interest or dividends, or the IRS has notified me that I am no longer subject to backup withholding.			
<input type="checkbox"/> EXEMPT RECIPIENTS - I am an exempt recipient under the Internal Revenue Service Regulations.			
SIGNATURE: I certify under penalties of perjury the statements checked in this section are true and accurate and that I am a U.S. citizen or other U.S. Person			
PRINCIPAL SIGNATURE 			DATE

BANKCARD SERVICES For Definitions, Details, and Specifics on each Rate and Fee please visit: usms.com/regulatoryfees									
QUALIFIED RATE	%	AUTHORIZATION FEE	\$	IVR (VOICE AUTH) FEE	\$	ONE RATE PLAN MONTHLY FEE: \$			
MID-QUAL SURCHARGE	%	MID-QUAL PER ITEM SURCHARGE	\$	BATCH FEE	\$	PIN DEBIT: <input type="checkbox"/> YES <input type="checkbox"/> NO			
NON-QUAL SURCHARGE	%	NON-QUAL PER ITEM SURCHARGE	\$	NON-BANKCARD AUTHORIZATION FEE	\$	PIN DEBIT DISCOUNT RATE + Associated Network Fees %			
SIGNATURE DEBIT RATE	%	SIGNATURE DEBIT PER ITEM SURCHARGE	\$	AVS SURCHARGE	\$	PIN PER ITEM FEE (DEFAULT TO AUTH FEE IF BLANK) \$			
						DEBIT MONTHLY ACCESS FEE \$			
MAINT./STATEMENT FEE		ANNUAL FEE		MONTHLY MINIMUM		ONLINE ACCESS FEE		RETRIEVAL FEE	
\$		\$		\$		\$		\$15.00	
						CHARGEBACK FEE		\$30.00	
						ACH REJECT FEE		\$30.00	
						PCI COMPLIANCE FEE		\$	
						GOV. REPORTING FEE		\$	
INTERCHANGE DUES, ASSESSMENTS, & OTHER FEES: V/MC/D Network Access, and Acquirer Processing Fees (Assessed Per Transaction): MC: \$0.0185 Visa: \$0.0195 Discover: \$0.0075 - V/MC/D Dues and Assessments: MC: 0.12% Visa: 0.12% Discover: 0.115%. (Average Ticket > \$1,000 MC: 0.14%) Covers all IC Dues, Assessments + Estimated MC ALRF Fee and Visa Settlement per item fee. All Dues and Assessment fees listed are subject to change.									
INTERNATIONAL CARD ASSESSMENT FEES: Visa International Service Assessment (ISA) Fees: 0.75% surcharge (per assessment). Mastercard Crossborder Service Assessment Fees: 0.75% surcharge (per assessment) for Cross-Boarder (with Credit). MasterCard Acquirer Program Support Fee, Visa International Acquirer Fee, and Discover International Service Fee: 0.55% surcharge (per assessment).									
OTHER DUES & ASSESSMENT FEES: VISA charges a Fixed Acquirer Network Fee (FANF) to all merchants. These fees will be passed through by USMS directly from VISA. FANF is based on # of locations and/or gross VISA volume. See bankcard service terms for specific amounts. (NOTE: Mastercard/Discover may also soon elect to charge a similar fee in the near future)									
ADDITIONAL CREDIT AND DEBIT SERVICES NOTE: AMERICAN EXPRESS® IS SUBJECT TO SEPARATE APPROVAL									
AMERICAN EXPRESS® <input type="checkbox"/> ENROLL ME <input type="checkbox"/> DO NOT ENROLL ME <input type="checkbox"/> I HAVE AN EXISTING ACCOUNT				EXISTING AMEX MERCHANT ID			RETAIL: \$0.10 TRANS FEE + 0.30% CNP DOWNGRADE SERVICES, WHOLESALE & ALL OTHER: \$0.15 TRANS FEE		
EBT: <input type="checkbox"/> I HAVE AN EXISTING ACCOUNT				EXISTING EBT ID					
EBT CASH ONLY: <input type="checkbox"/> ENROLL ME IN EBT CASH ONLY				<i>Note: All standard EBT accounts include EBT Cash</i>			MONTHLY FEE \$		
							TRANSACTION FEE (IF LEFT BLANK, DEFAULT TO AUTH FEE) \$		
GATEWAY FEES (APPLIES ONLY TO MERCHANTS USING INTERNET GATEWAYS)									
INTERNET GATEWAY NEED? <input type="checkbox"/> YES <input type="checkbox"/> NO		BASE MONTHLY GATEWAY FEE \$		GATEWAY MONTHLY FEE WITH AUTOMATED RECURRING BILLING <input type="checkbox"/> YES <input type="checkbox"/> NO			FREE: \$		PER TRANSACTION FEE \$
									# OF TRANSACTIONS INCLUDED
WIRELESS FEES (APPLIES ONLY TO MERCHANTS USING WIRELESS EQUIPMENT, CHARGED PER TERMINAL)									
WIRELESS SERVICE NEEDED? <input type="checkbox"/> YES <input type="checkbox"/> NO		ACTIVATION FEE \$		PER TRANSACTION FEE \$		MONTHLY ACCESS FEE \$			
CREDIT LINE/CASH ADVANCE PRE-APPROVAL (FULL APPROVAL MAY REQUIRE ADDITIONAL DOCUMENTATION)									
<div style="display: flex; align-items: center;"> <div style="background-color: #000; color: #fff; padding: 5px; margin-right: 10px; text-align: center;"> GET WORKING CAPITAL! </div> <div> <input type="checkbox"/> YES! I would like to be "pre-approved" for a business line of credit or merchant cash advance of \$ _____ </div> <div style="margin-left: 20px; font-size: small;"> <i>USMS will provide the best available program that you qualify for</i> </div> </div>									
EQUIPMENT/GATEWAY/SOFTWARE PAYMENT INFORMATION									
PAYMENT METHOD <input type="checkbox"/> ACH <input type="checkbox"/> BILL TO AGENT <input type="checkbox"/> CREDIT/DEBIT CARD				CARD NUMBER				EXP	
NAME ON CARD			BILLING ADDRESS				STATE		ZIP
MERCHANT RECEIPT FORM									
QTY	EQUIPMENT TYPE	MAKE	MODEL	EQUIPMENT STATUS			AMOUNT	TOTAL	
				NEW	REFURBISHED	REPROGRAM			
	POS TERMINAL			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
	EXTERNAL PIN-PAD			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
	GATEWAY			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
	SOFTWARE			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
	OTHER:			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
	OTHER:			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
EQUIPMENT INFORMATION									
POS APPLICATION <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <input type="checkbox"/> RETAIL <input type="checkbox"/> RETAIL WITH TIPS <input type="checkbox"/> LODGING <input type="checkbox"/> SEASONAL <input type="checkbox"/> LEVEL II AND/OR LEVEL III </div> <div style="width: 45%;"> <input type="checkbox"/> MOTO WITH AVS <input type="checkbox"/> RESTAURANT WITH TIPS <input type="checkbox"/> RESTAURANT WITHOUT TIPS <input type="checkbox"/> POS SYSTEM / SOFTWARE <input type="checkbox"/> MULTI MERCHANT </div> </div> PARAMETERS (Bold indicates default setting) CONNECTIVITY <input type="checkbox"/> DIAL-UP <input type="checkbox"/> IP* C/V2/CVC2 ON KEYED TRANSACTIONS <input type="checkbox"/> YES <input type="checkbox"/> NO AUTO-SETTLE (EXCL. RESTAURANT) <input type="checkbox"/> YES* Time _____ <input type="checkbox"/> NO DIAL ACCESS CODE <input type="checkbox"/> NONE <input type="checkbox"/> # 9 <input type="checkbox"/> OTHER: RESTAURANT TIP ADJUST RECEIPT <input type="checkbox"/> YES <input type="checkbox"/> NO RESTAURANT SERVER ID <input type="checkbox"/> YES <input type="checkbox"/> NO PIN-DEBIT CASH BACK** <input type="checkbox"/> NO <input type="checkbox"/> YES, AMOUNT: _____ EBT CASH BACK** <input type="checkbox"/> NO <input type="checkbox"/> YES, AMOUNT: _____				VISA/MASTERCARD/DISCOVER APPLICATION FEE (Non-Refundable) OTHER APPLICATION FEES RE-PROGRAMING FEE SHIPPING*: <input type="checkbox"/> GROUND (\$15.00) <input type="checkbox"/> 2-DAY (\$25.00) <input type="checkbox"/> STANDARD O/N (\$35.00) <input type="checkbox"/> PRIORITY O/N (\$45.00) <input type="checkbox"/> 1ST PRIORITY O/N (\$85.00) <i>*Standard Overnight is by 4pm, Priority Overnight is by 10:30am, First overnight is by 10am Overnight Saturday Delivery subject to additional charges. For exact pricing please contact Sales Support</i> <input type="checkbox"/> ENROLL IN EQUIPMENT PROTECTION PLAN - /MONTH ACH <input type="checkbox"/> REQUEST NEXT BUSINESS DAY FUNDING (separate approval) - /MONTH ACH AMOUNT DUE (NOT INCLUDING APPLICABLE SALES TAX FOR TANGIBLE PRODUCTS)					
SPECIAL INSTRUCTIONS									
* Default Auto-Settle time is 11:00pm ** Not available on all equipment. Consult Terminal Matrix.									

MERCHANT SITE INSPECTION - AGENT USE ONLY (INCLUDE ANY INTERIOR AND EXTERIOR PHOTOS)

SPECIFIC BUSINESS TYPE	TYPE OF BUILDING: <input type="checkbox"/> RETAIL <input type="checkbox"/> OFFICE <input type="checkbox"/> RESIDENCE <input type="checkbox"/> OTHER <input type="checkbox"/> RESTAURANT <input type="checkbox"/> WAREHOUSE <input type="checkbox"/> HOTEL	SQUARE FOOTAGE	MERCHANDISE: SOLD
DOES THE MERCHANT USE A FULLFILLMENT HOUSE? <input type="checkbox"/> YES <input type="checkbox"/> NO	IF YES, WAS THE FULLFILLMENT HOUSE INSPECTED? <input type="checkbox"/> YES <input type="checkbox"/> NO	DATE	COMMENTS:
			By signing here I certify that I have visited the location and the information herein set forth is true and correct:

MEMBER BANK RELATIONSHIP INFORMATION

MEMBER BANK INFORMATION: Deutsche Bank AG, c/o Deutsche Card Services GmbH - Kaltenbornweg 1-3 - 50679 Colonge, Germany +49 221 99577 777 support.deucs@db.com
Debit Sponsorship provided by either Wells Fargo N.A. Or JP Morgan Chase N.A., as applicable.

IMPORTANT MEMBER BANK RESPONSIBILITIES: 1) A Visa Member is the only entity approved to extend acceptance of Visa products directly to the merchant. 2) A Visa Member must be a principal (signer) to the Merchant Agreement. 3) The Visa Member is responsible for educating Merchants on pertinent Visa Operating Regulations with which Merchant must comply. 4) The Visa Member is responsible for and must provide settlement funds to the Merchant. 5) The Visa Member is responsible for all funds held in reserve that are derived from the settlement.

IMPORTANT MERCHANT RESPONSIBILITIES: 1) Merchant must ensure compliance with cardholder data security and storage requirements. 2) Merchant must maintain fraud and chargebacks below thresholds. 3) Merchant must review and understand the terms of the Merchant Agreement. 4) Merchant must comply with the Visa Operating Regulations.

The responsibilities listed in this section do not supersede terms of the Merchant Agreement and are provided to ensure the Merchant understands these specific responsibilities.

BANKCARD SERVICES TERMS

I/We understand and agree to the terms of the acquiring bank. All Discount Rates and the facilities and method of charging can be found at www.usms.com/regulatoryfees

IMPORTANT NOTICE: All information contained in this application was completed or supplied by all contracting parties. Any change in printed terms shall be of absolutely no force or effect unless specifically agreed to in writing by all contracting parties. By signing below on either the original, a facsimile, scanned, or on-line version of this application you are agreeing to the provisions stated within the Terms and Conditions of the Merchant Processing Agreement, Merchant Application and other terms and conditions, and you are acknowledging that you have carefully read each of those provisions before signing.

AMERICAN EXPRESS® ACCEPTANCE (Only applies to merchants who have chosen to enroll in American Express® Services): By signing below, I represent that I have read and am authorized to sign and submit this application on behalf of the entity above and all information I have provided herein is true, complete, and accurate. I authorize American Express Travel Related Services Company, Inc. ("American Express") to verify the information in this application and receive and exchange information about me personally, including by requesting reports from consumer reporting agencies. I authorize and direct American Express to inform me directly, or through the entity above, of reports about me that American Express has requested from consumer reporting agencies. Such information may 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' approval of the entity indicated above to accept the American Express Card, the terms and conditions for American Express® Card Acceptance ("Terms and Conditions") may be sent to such entity along with a Welcome Letter. By accepting the American Express Card for the purchase of goods and/or services, or otherwise indicating its intention to be bound, the entity agrees to be bound by the Terms and Conditions.

CERTIFICATION AND AGREEMENT: By signing below, the Merchant named above: (1) certifies that all information and documents submitted in connection with this Application are true and complete; (2) Recognizes US Merchant Systems, LLC (USMS) is the registered agent of Deutsche Bank AG, NY., EVO Merchant Services Inc., and Global Payment Direct, Inc. and that US Merchant Systems, LLC has the complete authority to act on behalf of the above named companies for the purpose of enforcing any and all terms of the "Merchant Application", "Merchant Processing Agreement", "Merchant Debit Card Service Addendum", and "Reserve Acknowledgement" and the "Business Agreement", collectively to be known as the Merchant Operating Guide (MOG) between Merchant and the above named companies, including but not limited to, the collecting of fees or other amounts owed by Merchant, setting reserve requirements, establishment of processing limits and the setting or adjusting of rates and fees. (3) Authorizes Bank or USMS to verify any information given, including credit references, and to obtain credit reports (including a spouse's if in a community property state) and check applicant's name(s) against government anti-terror watch list(s); (4) has agreed to all terms and conditions as stated on the Merchant Application and MOG, and acknowledges the Merchant's Duty to Read each of the documents as referenced herein for their terms and/or conditions establishing the Merchant's obligations, duties and responsibilities to all contracting parties, (5) agrees that Merchant and each transaction submitted to Bank may be bound by the terms and conditions in the Merchant Processing Agreement; and (6) agrees that Merchant may submit transactions to Bank only in accordance with the information on this Application and in the MOG and may immediately inform the service provider in writing if any information in this Application changes; and (7) Merchant agrees that US Merchant Systems may assign this agreement in whole or in part including any documents such as credit report, processing history, bank statements, financials, etc. to another merchant service provider for the benefit of merchant in the event that US Merchant Systems declines this application or deems account has excessive risk at any time. (8) Merchant agrees that the initial term of this agreement is 36 months unless otherwise noted on this application and that this account will Automatically Renew based on the terms found in the Business Agreement. (9) Merchant agrees that during the term of this Agreement and subsequent renewals, that Merchant shall process all credit and debit card transactions for this location, exclusively through this Agreement, and further agrees that if the Merchant terminates this Agreement, or breaches any of the aforementioned agreements, resulting in the termination of Service, before the end of the initial term, or during any subsequent renewal terms, the Merchant shall pay EVO, GLOBAL OR US Merchant Systems, LLC as liquidated damage, a cancelation fee of \$295, which the Merchant has read and subsequently can be found at www.usms.com/TermsConditions. (10) Merchant agrees to the Right of First Refusal at retaining the merchant Account. Merchant will only consider written proposals, quotes or written applications from competing Merchant Services, et. al., at which time the Merchant agrees to immediately supply the same documents to USMS for review and assist in retaining this account. (11) Merchant agrees to not accept or process any transactions for services "prepaid" where delivery is in excess of thirty (30) days, without written authorization from USMS.

ACCEPTANCE OF DOCUMENTS: The signers (Merchant and Guarantor) of this agreement attest to receiving and reading the Merchant Operating Guide and Business Agreement, et al., and agree to be bound by the terms and conditions contained therein, which can be found any time at: www.usms.com/TermsConditions

 X BY: _____ DATE: _____ Merchant, Principal, or Corporate Office Signature	X BY: _____ DATE: _____ Merchant, Principal, or Corporate Office Signature
PRINT NAME: _____	PRINT NAME: _____

PERSONAL GUARANTY: By signing below, the undersigned Guarantor(s) jointly and severally, unconditionally and irrevocably, personally guarantee the continuing full and faithful performance and payment by Merchant of each of its duties and obligations under the attached Merchant Processing Agreement, as such Agreement now exists or as may be amended from time to time, with or without notice. Guarantor(s) understands further that any party to the Merchant Processing Agreement may proceed directly against Guarantor(s) without first exhausting their remedies against any other person or entity or any security being held pursuant to the Merchant Processing Agreement. Guarantor(s) waive trial by jury with respect to any litigation arising out of or relating to this personal guaranty. This guaranty will not be discharged or affected by the death of the undersigned, will bind all heirs, administrators, representatives and assigns, and may be enforced by or for the benefit of a successor of any party to the Merchant Processing Agreement. Guarantor(s) understand that the inducement to the parties to enter into the Merchant Processing Agreement is consideration for this guaranty, and that this guaranty remains in full force and effect even if the Guarantor(s) receive no additional benefit from the guaranty.

 X BY: _____ DATE: _____ As an Individual	X BY: _____ DATE: _____ As an Individual
PRINT NAME: _____	PRINT NAME: _____

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