



1795 E Holt Blvd, Suite 201
 Ontario, CA 91761
 Phone: 909.971.9583
 Fax: 909.988.8889

1. Business Information

D/B/A Name of Business:		Corporate Name (if different):	
Business Physical Address (No PO Box):		City:	State: Zip:
Mailing Address (if different than business Address):		City:	State: Zip:
Business Phone (xxx-xxx-xxxx):	Cust. Service Phone (xxx-xxx-xxxx):	Business Fax (xxx-xxx-xxxx):	Federal Tax ID: (xx-xxxxxxx)
Mobile Phone (xxx-xxx-xxxx)	Year Established:	Years under Current Ownership:	And Months:
Email:		Website:	
Country Of Business Headquarters:		Geographic Footprint:	No. of Locations:

Bank Account

Bank Name	ABA/Routing #	DDA Account #
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Transaction Information

Average Sale Amount: \$	Total Monthly Sales (V,MC,DISC, AMEX): \$	Description of Product or Services:	
Card Present: %	Card Not Present %	Internet (shopping cart): %	NOTE: Max 80% card present / 20% not present Max 80% card not present/20% present Max 90% Internet / 10% card not present Internet with card present not allowed *If expected transactions exceed the max then two account will be needed.
When does the customer receive the product or service?	Previous processor name:	Please submit your last 3 months current processing statements	

2. Ownership Information:

First Name:	Middle Name:	Last Name:	Title:
DOB (mm/dd/yyyy):	Social Security Number (xxx-xx-xxxx):	Home Phone (xxx-xxx-xxxx):	Ownership %
Residential Address:		City:	State: Zip:
Previous Address:		Previous City	Previous State Previous Zip
ID Document Type:	Document ID Number:	Issuing Agency:	
Document Issue Date (mm/dd/yyyy):	No Issue Date on ID	Document Expiry Date (mm/dd/yyyy):	No Expiry Date on ID
Sole Proprietors only:			
Country of Permanent Residence:		Country of Citizenship:	






3. Other Company Information

Business Located in:

Separate Building Private Residence Shopping Center/Mall Office Building Kiosk Other (Describe)

4. Pricing, Terms and Conditions

Rate Plan: Enhanced Interchange Plus

*Select cards:		*0.25% + \$0.05 per trans. ^{1,2}	¹ Processing (Discount) rate is based on qualified debit Interchange Categories. A additional charge of 1.50%+ .20 may be added for transactions that fail to qualified rate criteria. ² Plus Interchange processing rate and assessments.
All Visa, MasterCard, Discover, AMEX, Union Pay			
Debit Cards			
    		Voice Auth \$00.65 Batch Per Item \$00.25 Monthly Fee \$10.00 Monthly Minimum \$25.00 Other Fees see section 10 & 11	
DEBIT CARDS			

Point of Sale (Equipment, Software or Payment Gateway)

Authorize.net

Virtual Terminal with app on device

Credit Card Terminal (Type:)

Other - Specify:

For purposes of this Merchant Bankcard Application Agreement (hereafter known as "This Agreement"), Electronic Merchant Services, Inc. shall hereafter be known as "EMS," a California Corporation with office at 1795 E Holt Blvd Suite 201, Ontario, CA 91761 and is an MSP for US Bank, Minn., MN. For purposes of this Merchant Bankcard Application Agreement, Business Owner or the "Applicant" shall hereafter be known as "Merchant". For purposes of this Merchant Bankcard Application Agreement, the Visa / MasterCard Bank(s) to which EMS submits this Merchant Bankcard Application Agreement for approval shall hereafter be known as "Bank". For purposes of this Merchant Bankcard Application Agreement, the Equipment Leasing Company to which EMS submits the Merchant's equipment financing lease for approval shall hereafter be known as "Equipment Leasing Company". Merchant understands and agrees that EMS is not a bank and assumes no liability for the Bank's decisions and/or its actions as it relates to the Merchant bankcard account and Merchant's credit / debit card monies or deposits. Merchant understands and agrees that EMS may not be the Equipment Leasing Company and furthermore EMS assumes no liability for third party Equipment Leasing Company's decisions and/or its actions as it relates to the Merchant bankcard processing equipment. Merchant understands and agrees that EMS is engaged solely for the purposes of establishing service and is not responsible for any ongoing service as it relates to the Bank and/or Equipment Leasing Company.

1) By signing this Agreement, Merchant agrees that he / she has formally engaged and authorized EMS and its affiliates to perform one or all of the following services (provided that Merchant has completed and signed all required documents and paid all required fees):

A) Establish a Merchant bankcard account to process Visa, MasterCard, American Express, Discover, Diners Club, JCB, or ATM Debit cards transactions between Merchant and a Visa / MasterCard sponsored member bank.

B) Establish an account between Merchant and a bankcard equipment leasing company for the purposes of financing bankcard transaction processing equipment.

C) Establish a Check processing account between Merchant and a Check Processing Company for check guarantee and verification services

D) Establish Internet Services such as Web Site, Shopping Cart, Secured Internet Gateway as well as Virtual Terminal for Internet Processing accounts between Merchant and an Internet Hosting Company.

E) Purchase Bankcard processing equipment from EMS for the purpose of processing credit cards, debit card transactions or checks verification and guarantee services.

F) Make any business and personal credit and other inquiries necessary to review the acceptance and continuation of this Agreement.

2) Once a bankcard processing account is approved, Merchant is responsible for all applicable bank fees related to such account independent of other fees assessed by EMS or the equipment leasing company. In the event that the Merchant cancels the services as specified in this Agreement after the Merchant's credit card processing account and/or the Merchant's equipment financing lease are (is) approved, the Merchant is still responsible to pay all applicable fees and penalties assessed by the Bank, Leasing Company and EMS as specified in this Agreement or related contract (s). Merchant understands and agrees that fees assessed by the Bank, Leasing Company, EMS and its affiliates are independent of each other.

3) EMS does not guarantee the performance of any Bank, any Equipment Leasing Company or any other independent vendors with whom the Merchant has established services. EMS does not guarantee Merchant's credit card or debit card deposits by the Bank and will not take any responsibility for fees charged to Merchant by the Bank, Leasing Company or any other independent vendor. Merchant understands that he / she is responsible for any cur-rent / ongoing vendor account changes and is responsible for closing their previous processing accounts if any, and that all current and future fees or penalties associated with such accounts are his / her own responsibility.

4) Either party may terminate or cancel this Agreement by sending the other party 30 days prior written notice.

5) The Terms and Conditions of this Agreement supersede any and all other agreements, either verbal or written, between the Merchant and EMS hereto with respect to the providing of the services within this contract and with all the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Merchant acknowledges that no representation, inducement, promise, or agreement verbally or otherwise made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing and approved by EMS.

6) Any legal action including arbitration or any action for declaratory relief brought by Merchant against EMS, or by EMS against Merchant, shall be taken to a Court of Law in the State of California, County of Los Angeles. If any legal action, including arbitration or an action for declaratory relief, is brought to enforce the provisions of the Terms and Conditions of this Merchant Bankcard Application Agreement, Merchant agrees to pay EMS all reasonable attorney's fees, expenses, cost and other relief, which may be set by the court in the same action or in a separate action brought for that purpose. This includes, but is not limited to, contract disputes, legal procedures, bankruptcy or other similar events, whether the fees or costs are incurred during or after the term of this Agreement. This provision applies to this entire Application Agreement.

7) If any term, provision, covenant, or condition of this Agreement should be held by a court of competent jurisdiction to be invalid, void, or unenforceable, all terms, provisions, covenants, and conditions of this Agreement not held invalid, or unenforceable, shall continue in full force and effect and shall in no way be affected or impaired.

8) By signing this Agreement, Merchant understands and agrees that EMS may collect any amounts that the merchant owes EMS, including fines, penalties, collections, reserves, security deposits, chargebacks and fee, by: (a) setting off the amounts against any payments that EMS owes the merchant; (b) making electronic withdrawals without prior notice or demand, from the Merchant Bank Account or any other deposits accounts and credit card accounts that the merchant maintains; (c) sending the merchant an invoice for the amount owed (which must be immediately paid); (d) taking any lawful collection measures, in court or otherwise, to collect such sums. Merchant also authorizes EMS or its agent to initiate credit and/or debit entries for the payment of funds due to or due from Merchant to any of the Merchant's accounts through the Automated Clearing House (ACH) or bank draft, including but not limited to any reversals or adjustments on original entries, equipment lease or rental payments, supply, repair, service, programming, software, hardware, license, gateway and all other applicable fees associated with the Merchant processing account. This authorization is irrevocable and coupled with interest; it will remain in effect until Merchant's obligations to EMS under this Agreement end and that EMS consents to its revocation. Merchant will reimburse EMS immediately upon demand for any debit that cannot be processed against Merchant's account for any reason.

9) Merchant will be responsible for all shipping and handling costs arising from repairs or replacement of equipment (a minimum of \$250 per wireless unit, a minimum of \$150 per non-wireless unit and a minimum of \$150 per software). In-warranty repairs do not cover equipment malfunction caused by liquids or physical damage.

10) Other Fees: Dial-up Authorization \$0.10. Association Compliance \$7.50 per month. Next Day Funding \$10.00 per month. Debit Cards \$10.00 per month. Diners Club / Carte Blanche and/or JCB will be assessed a Transaction Fee: \$0.30 per item. Wireless Transaction Fee: \$0.10 per item. Virtual Terminal Monthly Fee: \$12.00 per month. Foreign Network Transaction Fee: \$0.10 per item. Voice Authorization (touch tone): \$0.65 per item. Voice Authorization with AVS (Operator Assisted): \$2.20 per item. Voice Authorization (Operator Assisted): \$0.95 per item. Referral Voice Authorization: \$4.00 per item. ARU: \$0.65 per item. Transactions which fail to meet qualified debit rate criteria may be assessed additional surcharges up to 1.50% + \$0.20. Consumer cards +0.50% & \$0.10, Rewards cards +1.00% & \$0.10, Partial-Qualify +1.00% & \$0.20, Commercial Cards +1.50% & \$0.20 and Non-Qualify +1.50% & \$0.20. DDA Change (Account Maintenance) Fee: \$20.00 per request. Chargeback Fee: \$15.00 per incident. NSF or Returned item: \$25.00 per item. AuthorizeNet Monthly Gateway Fee: \$15.00. AuthorizeNet Transaction Fee: \$0.10 per item. Annual Membership Fee: \$95.00. Wireless Monthly Service Fee: \$20.00 per wireless terminal. Merchant must settle the transactions batch daily in order to obtain the qualified discount rate and receive on time funding.

11) Merchant warrants to EMS that all information in this Agreement is correct and complete. Merchant must notify EMS in writing of any changes to the information in this Agreement. The notice must be received by EMS within ten (10) business days from the date of the change. Merchant is liable to EMS for all losses and expenses incurred by EMS arising out of Merchant's failure to report changes to EMS.

12) Merchant will hold harmless and indemnify EMS and its employees, officers, directors and agents against all claims by third parties arising out of this Agreement and Merchant will be liable for all attorneys' fees and other costs and expenses paid or incurred by EMS in the enforcement of this Agreement.

13) Affiliates: Merchant agrees to EMS reporting monthly card volume to their referral source when applicable.

14) Limitations of Liability: Any liability of EMS under the terms of this Agreement, whether to merchant or any other party, whatever the basis of liability, will not exceed the amount of fees that EMS has collected from the Merchant as specified in this Agreement, excluding Merchant account processing bank fees. Merchant understands that no claim for adjustment or credit will be accepted for surcharge or accounting errors that have elapsed for more than three months from the date of occurrence. In no event will EMS or its agents, officers, directors or employees be condemned liable for indirect, special or consequential damage.

REPORT TOOLS				
<input type="checkbox"/> MCP ONLY OR <input type="checkbox"/> MCP WITH OCM MONTHLY FEE \$ _____ SET UP FEE \$ _____ # USERS _____ SET UP TYPE (CHECK ONE) <input type="checkbox"/> MID <input type="checkbox"/> CHN <input type="checkbox"/> ENT				
<input type="checkbox"/> ACS MONTHLY FEE \$ _____ SET UP FEE \$ _____ REMOTE ID _____				
SUBSTITUTE FORM W-9				
<input type="checkbox"/> SOLE PROPRIETOR <input type="checkbox"/> PUBLIC CORP <input type="checkbox"/> CLOSELY HELD CORP <input type="checkbox"/> SUB S CORP <input type="checkbox"/> GOVERNMENT <input type="checkbox"/> GENERAL PARTNERSHIP <input type="checkbox"/> LIMITED PARTNERSHIP <input type="checkbox"/> TAX EXEMPT ORGANIZATION (INCLUDE DOCUMENTS THAT SUPPORT EXEMPT STATUS) <input type="checkbox"/> OTHER (ASSN/ESTATE/TRUST) <input type="checkbox"/> LIMITED LIABILITY COMPANY – TAX CLASSIFICATION (D=DISREGARDED ENTITY, C=CORPORATION, P=PARTNERSHIP): _____ (IF LLC, PLEASE INDICATE D, C OR P)				
NAME* : _____				
*NAME (OF BUSINESS) AS SHOWN ON YOUR BUSINESS INCOME TAX RETURNS. FOR SOLE PROPRIETORS, THIS SHOULD ALWAYS BE THE OWNER'S NAME.				
ADDRESS: _____			OR TIN (EMPLOYER ID #): _____	
CITY: _____	STATE: _____	ZIP: _____	TIN (SOCIAL SECURITY #): _____	
5 COMPANY REPRESENTATIONS AND CERTIFICATIONS				
<p>Company Representations and Certifications. By signing below, the applicant company ("Company") and its representative(s) represent and warrant to Elavon, Inc. ("Elavon" or "Member" as applicable), with offices at 7300 Chapman Highway, Knoxville, TN 37920</p> <p>(collectively, "we" or "us") that (i) all information provided in this company application ("Company Application") is true and complete and properly reflects the business, financial condition, and principal partners, owners, or officers of Company; and (ii) the persons signing this Company Application are duly authorized to bind Company to all provisions of this Company Application and the Agreement. The signature by an authorized representative of Company on the Company Application, or the transmission of a Transaction Receipt or other evidence of a Transaction to us, shall be the Company's acceptance of and agreement to the terms and conditions contained in the Agreement including, without limitation, this Company Application, the Terms of Service ("TOS") and the Operating Guide incorporated herein by this reference and located at our website at https://www.merchantconnect.com/CWRWeb/pdf/TOS_Eng.pdf and https://www.merchantconnect.com/CWRWeb/pdf/MOG_Eng.pdf, respectively. If Company does not have access to view the TOS or Operating Guide at our website please contact our customer service center. Notwithstanding any such non-receipt of the TOS or Operating Guide, Company agrees to comply with the Agreement, and all applicable laws, rules, and regulations including the rules and regulations of the Payment Networks, and understands that failure to comply will result in termination of processing services. Capitalized terms shall, unless otherwise defined in this Company Application, have the same meaning ascribed to them in the TOS and Operating Guide.</p> <p>IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT. To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. This means we will ask for certain information and identifying documents to allow us to identify you. Company and its representative(s) authorize us prior to our acceptance of this Company Application and from time to time thereafter, to investigate the individual and business history and background of Company, each such representative and any other officers, partners, proprietors, and/or owners of Company, and to obtain credit reports or other background investigation reports on each of them that we consider necessary to review the acceptance and continuation of this Company Application. Company also authorizes any person or credit reporting agency to compile information to answer those credit inquiries and to furnish that information to us.</p> <p>This Company Application may be signed in one or more counterparts, each of which shall constitute an original and all of which, taken together, shall constitute one and the same Company Application. Delivery of executed counterparts of this Company Application may be accomplished by a facsimile transmission, and a signed facsimile or copy of this Company Application shall constitute a signed original.</p> <p>Company understands that an authorization code is not a guarantee of acceptance or payment of a Transaction. Receipt of an authorization code does not mean that company will not receive a Chargeback for that Transaction.</p> <p>All companies must comply with the requirements of the Payment Card Industry Data Security Standards ("PCI DSS"). Elavon requires Level 4 companies (determined based on Transaction volume) to validate PCI DSS compliance on an annual basis, with initial validation to occur no later than ninety (90) days after account approval. Any company that has not validated PCI DSS compliance within ninety (90) days of account approval, or in subsequent years on or before the anniversary date of account approval, will be charged a monthly non-compliance fee of \$45 until Elavon is provided with validation of PCI DSS compliance. Company may be eligible for Data Breach Financial Assistance Coverage following account approval and PCI DSS compliance validation. See the PCI Compliance Program Overview for assistance details and conditions.</p> <p>Under penalties of perjury, Company certifies that:</p> <ol style="list-style-type: none"> 1. The number shown on this Company Application is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and 3. I am a U.S. citizen or other U.S. person. 4. The FATCA code(s) entered on this form (if any) indicating I am exempt from FATCA reporting is correct. <p><u>American Express Acceptance Program (Acceptance Program).</u> If Company has elected to accept American Express® Transactions (as indicated in the Card Acceptance section of this Company Application), in addition to all other terms of this Agreement, Company agrees to the provisions set forth in Section E (Acceptance Program) of the TOS. By signing below or by accepting a Transaction initiated with an American Express® Payment Device, Company expressly authorizes Elavon to submit American Express® Transactions to, and to receive settlement funds from, American Express on Company's behalf. Company further authorizes Elavon to provide Company's contact information to American Express, and Company agrees that American Express may use and share such contact information for its business purposes and as permitted by applicable Laws, including to communicate with Company regarding products, services, and resources available to Company's business. American Express's use of the email address and mobile phone number provided above is subject to the consent to such use as indicated in Section 1 of this Company Application. Consent to American Express's use of contact information for such communications may be withdrawn at any time by contacting our customer service center. Even if consent is withdrawn, Company may still receive messages related to important information about Company's account from American Express. Company or Elavon may terminate Company's acceptance of American Express® Payment Devices at any time, with or without cause, without affecting Company's rights and obligations pursuant to the remainder of this Agreement. Company acknowledges that, if at any time Company is no longer qualified to participate in the Acceptance Program, Company may be enrolled in the standard American Express® card acceptance program, which may have different terms and conditions than the Acceptance Program, and Company's acceptance of American Express® Payment Devices pursuant to this Agreement will be terminated. Company acknowledges that American Express is an intended third-party beneficiary of this Agreement, solely with respect to the terms and conditions applicable to Company's acceptance of American Express® Payment Devices, and that American Express has the right to enforce such terms and conditions directly against Company.</p>				
*The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.				
SIGNATURE: X _____		PRINTED NAME: _____		TITLE: _____
SIGNATURE: X _____		PRINTED NAME: _____		TITLE: _____
6 PERSONAL GUARANTY				
<p>As a primary inducement to us to accept this Company Application, the undersigned Guarantor(s), by signing the Company Application, jointly and severally, unconditionally and irrevocably, guarantee the continuing full and faithful performance and payment by Company of each of its duties and obligations to us (including, without limitation, Chargebacks and obligations in connection with Leased Equipment, if applicable) pursuant to the Company Application and Agreement, as may be amended from time to time, with or without notice. Guarantor(s) understand further that we may proceed directly against Guarantor(s) without first exhausting our remedies against any other person or entity responsible therefore to them or any security held by us or Company. This guarantee will not be discharged or affected by the death of the Guarantors, will bind all heirs, administrators, representatives and assigns and may be enforced by or for the benefit of any of our successors. Guarantor(s) understand that the inducement to us to accept this Company Application 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 undersigned hereby directs any consumer reporting agency to furnish a consumer credit report that relates personally to the undersigned upon the request of Elavon or any of its designees, successors or assigns and agrees that all parties involved are in compliance with the Fair Credit Reporting Act.</p>				
SIGNATURE: X _____		PRINTED NAME: _____		DATE: _____
SIGNATURE: X _____		PRINTED NAME: _____		DATE: _____
SUBMITTED BY (SALES USE ONLY)				
To the best of my knowledge, I certify that the information provided in this Company Application was provided by the Company and is true, complete and accurate. I further certify that the signatures were provided by the Company's owner(s) or officer(s), as appropriate.				
SALES REP SIGNATURE: X _____		PRINTED NAME: _____		REP ID #: _____
REP PHONE #: _____		REP EMAIL: _____		ELAVON USA-MSP-ELV-0716

VOIDED CHECK

Proof of Business Existence:

Please provide any one of the following: business license, federal tax identification paperwork, tax certificate, website registered to your business, photos of the business site, articles of incorporation, proof of exempt status, professional license, yellow pages advertisement, resellers certificate, business lease / rental agreement, CPA-prepared financials, recent processing statements or utility bill that displays your business name and address.

Non face to face transactions also include any one of the following: product brochures, catalogs, advertisements or website address.

Check List:

- ☐ Page 1 of 3: completely fill out
- ☐ Page 2 of 3: review and fill out
- ☐ Page 3 of 3: sign two times where indicated
- ☐ Voided check (transaction deposit account)
- ☐ Proof of business existence
- ☐ Copy of your drivers license

***Scan / email (info@emspayments.com) or Fax
all checklist documents to 909.988.8889***