Item Description	Config/Color	Qty	Code	Price**	Bill To**	TC FEATUR	ES*	TC EXTENDED FEATU	JRES*
NoTab/register/print/scan/2swipe						Allow Blind Credits	□Y	AVS	⊠Y
NoTab/register/print/2swipers						Group ID:		Private Label	ΠY
iPadMini/print/2swipers						PIN Based Debit	ΠY		
iPadMini/2swipers						TXP PROCESSING OPTIONS*			
iPadAir/Stand/NoTab/2swipers						Batch Close Method	⊠M/A	Batch Close Time:	
2 Mobile Swipers						Direct Swipe	~	Intrchng Optimization	ΠY
1 Mobile Swiper						Partial Auth	_	Resp Code Monitoring	ΠY
						Batch Response File	_ _	Private Label	ΠY
						Group ID:			
						*Important: If feature not selected, it will be defaulted off. If Manual Recurring is selected, Auto Recurring is also activated. If both ECI and Recurring needs to be setup under 1 MID, 2 Transaction Central setups are required. Note: A=Auto / M=Manual			
Special Instructions:									

\*\*Shipping, handling, and tax will be billed in addition to the equipment price listed above. Bill To Options: Merchant, Agent, TSYS, N/A

Codes: FU = Free use, MO = Merchant owned, PN = Purchase new, PO = Purchase via other source, PRF = Purchase refurbished, PI=Purchase Installments, FLS = First Data Leasing, EE = Encryption exchange, RTL = TSYS rental program or STR = Short term rental. Any free use equipment provided by TSYS is, as between Merchant and TSYS, the property of TSYS and is being provided for free use and Merchant agrees that it has read and agrees to the terms and conditions regarding such free use equipment as set forth in the Merchant Card Processing Agreement located at www.transfirst.com/documents and included with this application.

PLEASE CAREFULLY REVIEW THE MERCHANT CARD PROCESSING OPERATING GUIDE (the "OPERATING GUIDE") AND THE TERMS AND CONDITIONS OF VERSION 14.0417 OF THE MERCHANT CARD PROCESSING AGREEMENT (the "MPA") AVAILABLE AT <a href="https://www.transfirst.com/documents">www.transfirst.com/documents</a>, EACH OF WHICH IS HEREBY INCORPORATED BY REFERENCE. IF APPLICABLE, PLEASE ALSO CAREFULLY REVIEW THE TERMS AND CONDITIONS OF VERSION 5.0614 OF THE CARD NOT PRESENT ADDENDUM TO THE MERCHANT CARD PROCESSING AGREEMENT AVAILABLE AT <a href="https://www.transfirst.com/documents">www.transfirst.com/documents</a>, WHICH IS HEREBY INCORPORATED BY REFERENCE.

Agreement Signature: As the person signing below on behalf of the business designated on the above application as the Merchant, I certify that I am an owner, partner or officer of the Merchant and have been duly authorized to sign this application and to bind the Merchant to the MPA and the Operating Guide. Merchant and each Guarantor signing below hereby acknowledge that they have each read this application and the MPA and agree to be bound by the terms and conditions contained in these documents. Merchant (and Guarantor when applicable) by signing below agrees to comply with the Operating Guide. Merchant certifies that all information provided in this application is true, correct and complete. Merchant (and Guarantor when applicable) authorizes the Merchant Bank and Processor or their respective agents to make whatever inquiries the Merchant Bank or Processor deems appropriate to investigate and verify any of the credit, financial and other information given by Merchant for the purpose of this application, including credit references and to obtain credit reports on each person signing below. Credit or other information on Merchant, owners, officers and any guarantors of the Merchant may be requested for purposes of this application and during the merchant processing relationship pursuant to the MPA.

If 'RTL' or 'STR' is indicated in Section 10, then by signing below, and upon receiving delivery of the rental equipment, Merchant represents that Merchant has read and agrees to be bound by the terms of either the POS Portal Rental Agreement or the Equipment Terms set forth in Section 24 of the Merchant Card Processing Agreement (as applicable). If renting equipment from POS Portal, Inc. ("POS Portal") Merchant authorizes POS Portal to verify the application information and receive and exchange information about Merchant, including requesting reports from consumer reporting agencies. If 'FLS' is indicated, then by signing below and upon receipt of the First Data Global Leasing (FDGL) equipment, Merchant represents that Merchant has read and agrees to be bound by the terms of the Equipment Lease Agreement.

Processor will settle your American Express®, PayPal In-Store Checkout and Discover® transactions and (a) Merchant will receive one consolidated statement from Processor that will reflect Merchant's Visa, MasterCard, American Express, PayPal In-Store Checkout and Discover transactions; (b) Merchant's American Express, PayPal In-Store Checkout and Discover settlement funds will be paid at the same time and in the same manner as Merchant's Visa and MasterCard settlement; and (c) Merchant will not have a direct relationship with American Express, PayPal or Discover and the terms set forth in the MPA for American Express, PayPal In-Store and Discover transactions will apply. By signing below, Merchant agrees to be bound by the PayPal Operating Regulations for In-Store Checkout and the American Express merchant requirements contained in the Operating Guide. Merchant consents to the disclosure of transaction data, merchant data and other information about the Merchant to American Express and to the use by American Express of such information to perform its responsibilities in connection with the provision of its services, to promote the American Express Network, perform analytics and create reports, and for any other lawful business purposes including marketing purposes. Merchant agrees American Express may use any information in this application to screen and/or monitor Merchant in connection with American Express card marketing and administrative purposes.

If the TransFreedom Program is selected above, then by signing Merchant acknowledges, accepts and agrees that pricing is based upon processed volume and average ticket size and that this pricing may be subject to Automatic Volume Purchase billing, in addition to the TransFreedom monthly fee, if Merchant's actual processing volume exceeds its current pricing tier. Merchant accepts and agrees that it is obligated for all monthly pricing based on its processed volume and average ticket size, including any applicable Automatic Volume Purchase billing.

If Check Services is selected above, then CrossCheck acceptance shall be added to this application and by signing below, Merchant agrees to be bound by and perform in accordance with all the terms and conditions and provisions of the Check Services Agreement and as set forth by CrossCheck. Merchant acknowledges that the Terms and Conditions for Check Service will be sent to Merchant upon approval by CrossCheck.

By electing to process Credit Card and/or Debit Card transactions and by signing this application, Merchant grants consent and authorization to Merchant Bank or its agents or designated representatives to initiate automatic debit and credit entries and adjustments to the Settlement Account and any Reserve Account through the ACH Settlement Process for the amounts due under and in accordance with the terms and conditions of the this application and the MPA.

By electing to process ACH transactions and by signing this application, Merchant grants consent and authorization to Processor or its agents or designated representatives to initiate automatic debit and credit entries and adjustments to the Settlement Account and any Reserve Account through the ACH Settlement Process for the amounts due under the Automated Clearing House (ACH) Addendum and ACH Terms and Conditions available at <a href="https://www.transfirst.com/documents">www.transfirst.com/documents</a>, which are incorporated by this reference. By signing below Merchant acknowledges that it has read and agrees to be bound by the ACH Addendum and the ACH Terms and Conditions (v5.0417TC for TC Plus or v3.0417TXP for TXP ACH depending on processing services selected in Section 9).

Merchant certifies that Merchant does not and will not provide, offer or facilitate gambling services, including offering or facilitating internet gambling services, or establishing quasi-cash, credits or monetary value of any type that may be used to conduct gambling.

Any unilateral alteration, strikeover or modification to the preprinted text or line entries of the application or MPA shall be of no effect. Merchant acknowledges that the parties may produce and rely upon a copy or electronically stored image of the merchant application and MPA for all legal purposes.

12. MERCHANT(S) SIGNATURE(S)		GUARANTOR(S) SIGNATURE(S)	
1) Devek Distributed	10/30/2017	13:19:57- PROTined by:  1) Our L Distlember L	10/30/2017   13:19:5
Merchant Signature (Owner or Officer)	Date	Guarantor Signature	Date
Derek Disttenfield	CEO	Derek Disttenfield	
Print name	Title	Print name	(No Titles)
2)		2)	
Merchant Signature (Owner or Officer)	Date	Guarantor Signature	Date
D	T:0	-	(A) T'(I)
Print name	Title	Print name	(No Titles)

# **CARD ORGANIZATION DISCLOSURE PAGE**

### **Merchant Services Provider Contact Information**

Name: <u>TSYS Business Solutions, LLC</u>

Address: 12202 Airport Way, Suite 100 Broomfield, CO 80021
URL: www.TransFirst.com

Customer Service #: (800) 654-9256

### Member Bank/Merchant Bank Information

The Bank's mailing address is Wells Fargo Bank, N.A., 1200 Montego, Walnut Creek, CA, 94598, and the phone number is (925) 746-4167.

# Important Member Bank Responsibilities

- The Bank is the only entity approved to extend acceptance of Visa and MasterCard products directly to a Merchant.
- The Bank must be a principal (signer) to the Merchant Card Processing Agreement.
- The Bank is responsible for educating Merchants on pertinent Visa and MasterCard Rules with which Merchants must comply; but this information may be provided to you by Processor.
- The Bank is responsible for and must provide settlement funds to the Merchant.
- The Bank is responsible for all funds held in reserve that are derived from settlement.

## **Important Merchant Responsibilities**

- Ensure compliance with cardholder data security and storage requirements.
- Maintain fraud and chargebacks below thresholds.
- Review and understand the terms of the Merchant Card Processing Agreement.
- Retain a signed copy of this Card Organization Disclosure Page.
- Comply with Visa Regulations. You may download a copy from Visa's website at:
- http://usa.visa.com/merchants/operations/op\_regulations.html
- Comply with MasterCard Regulations. You may download a copy from MasterCard's website at: <a href="http://www.mastercard.com/us/merchant/support/rules.html">http://www.mastercard.com/us/merchant/support/rules.html</a>
- Ensure compliance with American Express Program Requirements.
- Ensure compliance with Discover Card Acceptance regulations.
- Ensure compliance with PayPal Operating Regulations for In-Store Checkout.

The responsibilities above do not replace the terms of the Merchant Card Processing Agreement and are provided to ensure the Merchant understands some important obligations of each party and that the Bank is the ultimate authority should the Merchant experience any problems.

## **Merchant Information** (\* = Required)

*Business Legal Name (Printed):	October30_test				
*Business Address:	502 Railway Campnell CA 95008				
*Business Phone:	(646) 823-4209				
*Signature of Owner or Officer:	Denk Distlenfield				
*Printed Name of Owner or Officer:	Derek forstenfield				
*Title:	CEO				
*Date:	10/30/2017   13:19:57 PDT				