



21215 Burbank Boulevard, Suite 100  
Woodland Hills, CA 91367  
(800) 558-9558

## MERCHANT APPLICATION

- ☐ Westamerica  
Santa Rosa, CA  
FDIC Insured
- ☐ JPMorgan Chase Bank  
Columbus, OH  
FDIC Insured

AGENT OFFICE NAME Commerce Technologies Corporation		AGENT OFFICE # 75		SALES REPS NAME		SPECIAL CODE 371		OFFER CODE	
Merchant Information	<input type="checkbox"/> SOLE PROPRIETORSHIP <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> LLC <input type="checkbox"/> CORPORATION <input type="checkbox"/> NON-PROFIT ORGANIZATION								
	LEGAL NAME OF BUSINESS					DBA NAME			
	MAILING ADDRESS					LOCATION ADDRESS			
	CITY			STATE	ZIP	CITY		STATE	ZIP
	BUSINESS PHONE			FAX NUMBER			AGE OF BUSINESS Yrs.   Mos.		
	FEDERAL TAX ID NUMBER	EMAIL			WEB SITE ADDRESS			CONTACT NAME	
Principal #1	PRINCIPAL #1 PERCENTAGE OF OWNERSHIP   %								
	LAST NAME		FIRST NAME			MIDDLE INITIAL		DATE OF BIRTH	
	RESIDENCE ADDRESS		CITY		STATE	ZIP	<input type="checkbox"/> RENT   How Long <input type="checkbox"/> OWN   Yrs.   Mos.		
	RESIDENCE TELEPHONE #		SOCIAL SECURITY NUMBER		DRIVERS LICENSE NUMBER			STATE/EXPIRATION DATE	
Principal #2	PRINCIPAL #2 PERCENTAGE OF OWNERSHIP   %								
	LAST NAME		FIRST NAME			MIDDLE INITIAL		DATE OF BIRTH	
	RESIDENCE ADDRESS		CITY		STATE	ZIP	<input type="checkbox"/> RENT   How Long <input type="checkbox"/> OWN   Yrs.   Mos.		
	RESIDENCE TELEPHONE #		SOCIAL SECURITY NUMBER		DRIVERS LICENSE NUMBER			STATE/EXPIRATION DATE	
Business Information	PRODUCTS/SERVICES SOLD ( BE DESCRIPTIVE) <u>1</u>			MUST EQUAL 100% <u>2</u>			TYPE OF BUSINESS – MUST EQUAL 100%		
				% Swiped % Keyed with imprint % Keyed w/o imprint			% Retail   % Mail/Phone Order % Restaurant   % Internet % Service   % Other		
	<input type="checkbox"/> New Merchant <input type="checkbox"/> Reprogram <input type="checkbox"/> Existing IPS Merchant (Include IPS Merchant # Below)		Have you ever processed payment cards before? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, with whom? Reason for leaving previous payment card processor			Have you ever been placed on the CTMF/Match? (Combined Terminated Merchant File) <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, submit a letter of explanation with this application			
Methods of Advertising	METHODS OF ADVERTISING AND FULFILLMENT (Applies to Keyed Transactions Only)								
	<input type="checkbox"/> Newspaper <input type="checkbox"/> Magazine/Catalog <input type="checkbox"/> Yellow Pages <input type="checkbox"/> Radio <input type="checkbox"/> Television <input type="checkbox"/> Internet <input type="checkbox"/> Mail <input type="checkbox"/> Other (Please Specify):								
	REFUND POLICY <input type="checkbox"/> No Refund <input type="checkbox"/> Exchange Only <input type="checkbox"/> Refund within 30 days <input type="checkbox"/> Other (Please Specify):								
	WHO SUPPLIES COMPANY'S PRODUCT OR SERVICE?					HOW ARE COMPANY'S ORDERS RECEIVED?			
	WHERE IS COMPANY'S INVENTORY STOCKED?					ONCE ORDER IS RECEIVED, WHEN WILL THE PRODUCT(S) BE SHIPPED?			
DO YOU USE A FULFILLMENT HOUSE? <input type="checkbox"/> YES <input type="checkbox"/> NO					DESCRIBE FULFILLMENT PROCEDURES				

Member Bank Relationship Information	MEMBER BANK INFORMATION Westamerica Bank 3750 Westwind Blvd. Santa Rosa, CA 95403 Tel: 800-939-9942		MEMBER BANK INFORMATION JP Morgan Chase, N.A. 1111 Polaris Parkway, Suite 1A OH 1-0242 Columbus, OH 43240-2050 Tel: 614-231-3263		DEBIT SPONSOR INFORMATION Pueblo Bank & Trust 301 West 5 <sup>th</sup> Street Pueblo, CO 81003 Tel: 888-728-3550	
	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.		

MERCHANT SIGNATURE (Required): **X**

By initialing here, I represent that the information I have provided on page 1 of 3 of the Merchant Application is complete and accurate and that I agree to all Rates and Fees listed on Page 1 of 3:

Initial Here **X**   Date

INTUIT PAYMENT SOLUTIONS MERCHANT APPLICATION 1 OF 3

Payment Card	Average Ticket <b>*3</b>	Monthly Visa/MC/Discover® Network/American Express Volume <b>*3</b>	Visa/MC/Discover® Network Debit <b>*4.8</b>	Visa/MC/Discover® Network Credit <b>*4.8</b>	Transaction Fee <b>*5</b>	Customer Service Fee <b>*6</b>	Monthly Minimum <b>*7</b>
	\$	\$	%	%	\$	\$	\$
Misc	<b>*8</b> Mid-Qualified Rate: <u>Debit/Credit Discount Rate</u> + <u>Transaction Fee</u> <b>*8</b> Non-Qualified Rate: <u>Debit/Credit Discount Rate</u> + <u>Transaction Fee</u> + \$0.07 <input type="checkbox"/> Accept Visa/MasterCard/Discover® Network/American Express Branded Cards <input type="checkbox"/> Do Not Want to Accept Check Cards						
Other Cards	Previous American Express Relationship		American Express Discount Rate		Opt out of American Express OnePoint <sup>SM</sup>		
	<input type="checkbox"/> Yes: AXP Account Number _____ <input type="checkbox"/> No		____%		Initial: X____		
	<input type="checkbox"/> Retail = AXP Discount Rate + \$0.10 (+ .30% for card not present trans) + Transaction Fee <b>*5</b> <input type="checkbox"/> Restaurant = AXP Discount Rate (+ .30% for card not present trans) + Transaction Fee <b>*5</b> <input type="checkbox"/> Services, Wholesale and All Others = AXP Discount Rate + \$0.15 + Transaction Fee <b>*5</b> <input type="checkbox"/> Fast Food Restaurant, Lodging, Mail Order & Internet, Supermarket, Travel & Transportation, Tuition = AXP Discount Rate + Transaction Fee <b>*5</b>						
	JCB	<input type="checkbox"/> JCB 3% disc. + trans fee = payment card trans fee					
Debit	DEBIT TRANSACTION FEE \$ _____ + NETWORK FEE <b>*9</b> – TOTAL DEBIT CARD TRANSACTION FEE \$ _____ MONTHLY ACCESS FEE \$ _____						
	DEBIT NETWORKS Accept Pin-Debit: <input type="checkbox"/> Yes <input type="checkbox"/> No Debit Networks: Interlink, Maestro, Star/Explore, Pulse Pay, NYCE, AFFN						
Check Services	<b>*10 ELECTRONIC CHECK SERVICES</b>						
	Average Monthly Check Volume	Maximum Check Amount	Average Check Amount	Number of Checks Per Month	One-Time Setup Fee	Monthly Fee	Collection Initial
	\$ _____	\$ _____	\$ _____	_____	\$ _____	\$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No _____
	<b>*11 ELECTRONIC CHECK CONVERSION WITH GUARANTEE</b>						
	Rate	Transaction Fee	Average Monthly Check Volume	Maximum Check Amount	Monthly Minimum	Initial	
	____%	\$ _____	\$ _____	\$1,000.00	\$25	_____	

Gateway	<b>*12 INNOVATIVE GATEWAY SOLUTIONS</b>		
	Software Fee: \$ _____	Gateway Access Fee: \$ _____	Transaction Fee: \$ _____ Signature: _____
EBT	<b>*12 EBT</b>		
	Transaction Fee \$0.12 per trans	Monthly Fee \$10.00 per month	FN Number _____ Signature: _____
Gift and Loyalty	<b>*12 GIFT AND LOYALTY</b>		
	<input type="checkbox"/> Accept Gift and Loyalty Cards	Transaction Fee \$ _____	Monthly Fee \$ _____ Initial: X____
<b>EQUIPMENT INFORMATION</b>			
Terminal Type: _____		Printer Type: _____	Pin Pad Type: _____
Model: _____		Model: _____	Model: _____
Check Reader/Imager Type: _____		Software Type: _____	Software Version: _____
Model: _____			
<b>SITE INSPECTION</b>			
Where does merchant conduct business? <input type="checkbox"/> Store Front <input type="checkbox"/> Office <input type="checkbox"/> Residence <input type="checkbox"/> Other (Specify): _____			
Signature Agent/Sales Representative (Acknowledge of completion of this agreement)			Date _____

**\* IPS is not in the business of leasing equipment. All leases are between the merchant and an independent leasing company**

#### NUMBER LEGEND

**Merchant warrants that all information contained in the Merchant Application or any other documents delivered to IPS and/or its Bank in connection therewith is true and complete and properly reflects Merchant's business.**

Note: Numbered sections are denoted by an asterisk and the corresponding number that are both bolded and underlined (Example: **\*1**)

- \*1.** Deviation from Merchant's approved business type is considered grounds for termination and/or delay in processing of funds.
- \*2.** Merchant's representation of processing method will determine the nature of the approved account and must reflect how Merchant's business accepts cards from customers. Deviation from approved percentages is considered grounds for termination and/or delay in processing of funds.
- \*3.** The stated estimates become Merchant's approved limit. Among other criteria located within the terms of the Merchant Agreement, actual processing activity in excess of this estimate may cause Intuit Payment Solutions to review Merchant's account, which may result in delay in transmission of funds and possible interruption or termination of service.
- \*4.** The Discount Rate is the Qualified percentage that will be charged for each non-pin based transaction, including returns.
- \*5.** A fee charged per transaction. Batch closures are also considered a transaction and will be charged accordingly.
- \*6.** Billed monthly, this fee is in addition to Merchant's Monthly Minimum and other fees.
- \*7.** The Visa/MasterCard/Discover® Network Monthly Minimum processing fee is calculated as follows: Monthly Minimum less the combined total of discount fee and total transaction fees = net Monthly Minimum.
- \*8.** Detailed explanation for fee calculation is located in the Merchant Agreement.
- \*9.** Individual network processing fees available upon request, or at <http://payments.intuit.com/legal.jsp>.
- \*10.** This offering is subject to the terms of Articles I, IV and V of the Merchant Agreement. If Merchant elects to receive Collection Services, Articles VII and VIII of the Merchant Agreement also apply.
- \*11.** This offering is subject to the terms of Articles I, IV, V and VI of the Merchant Agreement.
- \*12.** This service is provided in addition to Visa/MasterCard/Discover Network processing offered by Innovative Merchant Solutions. Details regarding the terms and conditions of this service are provided in the Merchant Agreement.

By physically signing or electronically approving this Merchant Application, I acknowledge that I have been able to access, review and print the Merchant Agreement located at <http://payments.intuit.com/legal.jsp>, a copy of which is also available from IPS upon request. I have read and understand the Merchant Agreement. I understand that this Merchant Application is incorporated into the Merchant Agreement and that both documents, together with any documents incorporated into them by reference, constitute Merchant's contract with IPS and Bank. I understand that IPS may update the terms of the Merchant Agreement from time to time, with or without advanced notice, including making updates to the fees and changes payable by Merchant. I understand that IPS may advise Merchant of such changes in messages included in monthly statements or other communications.

By initialing here, I represent that the information I have provided on page 2 of 3 of the Merchant Application is complete and accurate and that I agree to all Rates and Fees listed on Page 2 of 3:

Initial Here **X** \_\_\_\_\_ Date \_\_\_\_\_

INTUIT PAYMENT SOLUTIONS MERCHANT APPLICATION 2 OF 3

I agree to periodically view the Merchant Agreement at <http://payments.intuit.com/legal.jsp>, or to request a copy from IPS, to understand my obligations and to ensure that I am abiding by the most current version of the Merchant Agreement. I understand that this Merchant Application and the Merchant Agreement may only be amended in writing by an authorized officer of Bank and the corporate office of IPS, and that no other representative of Bank or IPS has the authority to make verbal or written modifications to the Merchant Application or Merchant Agreement.

I agree that Merchant will pay to IPS and/or Bank the fees and charges set forth in this Merchant Application, any applicable Schedule of Fees, and the Merchant Agreement. I understand that IPS will debit Merchant's Account through ACH for fees, charges or adjustments incurred by Merchant under the Merchant Agreement. I understand and agree that Merchant will pay all taxes and other charges imposed by any government authority on the services provided under the Merchant Agreement.

I declare under penalty of perjury that all of the information supplied in and in connection with this Merchant Application is true, correct and complete. As the Principal or Corporate Officer of Merchant, I authorize IPS and Bank to investigate and verify the information contained in this Merchant Application about Merchant and me. I approve IPS' and Bank's use of credit reports, and other services offered by reporting agencies and third parties for such verification purposes and to assess Merchant's and my financial condition and credit status. Accordingly, I authorize credit reporting agencies and other sources to release any information they may have pertaining to me and Merchant to Bank and/or IPS, and consent to receive notices and communications regarding such credit status via the service's website or email.

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 Intuit Payment Solutions and American Express Travel Related Services Company ("AXP") and AXP'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 agencies, and disclose such information to their agent, subcontractors, Affiliates and other parties for any purpose permitted by law. I authorize and direct Intuit Payment Solutions and AXP 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 AXP to use the reports from consumer reporting agencies for marketing and administrative purposes.

I understand that upon AXP's approval of the application, the entity will be bound by the Agreement and materials welcoming it, either to AXP's program for IPS to perform services for AXP or in AXP's standard Card Acceptance program which has different servicing terms (e.g. different speeds of pay and servicing). I understand that if the entity does not qualify for the IPS servicing program that the entity may be enrolled in AXP's standard Card Acceptance program, and the entity may terminate the Agreement.

<input checked="" type="checkbox"/> _____ Signature, Principal or Corporate Officer      Date	<input checked="" type="checkbox"/> _____ Signature, Principal or Corporate Officer      Date
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All business entities must have their obligations guaranteed by a principal or other creditworthy individual. As a primary inducement to Bank and IPS to enter into the Merchant Agreement, the undersigned Guarantor(s) jointly and severally, unconditionally and irrevocably, guarantee the continuing full and faithful performance and payment by Merchant of each of its current and future duties and obligations to IPS and Bank under the Merchant Agreement. The guarantee applies to the Merchant Agreement as it now exists or as it may be amended from time to time, whether or not Guarantor has received notice of any amendment to the Agreement, and applies to all services provided to Merchant, including those added after commencement of the processing relationship. If Merchant breaches the Merchant Agreement, IPS and Bank may proceed directly against Guarantor without first exhausting its remedies against any other person or entity, or any security held by Bank. This guarantee will not be discharged or affected by the death of the undersigned and may be enforced by or for the benefit of any successor of IPS or Bank. Guarantor understands that this guaranty is a condition of IPS providing services to Merchant and remains in full force and effect even if Guarantor receives no additional benefit from the guaranty. Guarantor also agrees to be bound by the provisions of the Merchant Agreement applicable to Guarantor. Guarantor authorizes IPS and Bank to use of credit reports, and other services offered by reporting agencies and third parties to verify information provided in the Merchant Application about Guarantor and to assess Guarantor's financial condition and credit status. Guarantor further authorizes credit reporting agencies and other sources to release any information they may have pertaining to Guarantor to IPS and Bank, and consents to receive notices and communications regarding such credit status via the service's website or email.

<input checked="" type="checkbox"/> _____ Signature, an Individual      Date	<input checked="" type="checkbox"/> _____ Signature, an Individual      Date
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Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

By initialing here, I represent that the information I have provided on page 3 of 3 of the Merchant Application is complete and accurate and that I agree to all Rates and Fees listed on Page 3 of 3:

 Initial Here ☒ \_\_\_\_\_ Date \_\_\_\_\_

INTUIT PAYMENT SOLUTIONS MERCHANT APPLICATION 3 OF 3