

Please read this entire document. Complete every section that applies to you based on the instructions provided. This application must be signed and dated.

Note: If you already have an account with us, please indicate the Merchant Number Here:

Merchant Documents Required for under \$50,000 per month in processing volume

- ☐ Moneris card acceptance form
- ☐ Business license or other proof of business existence (i.e. federal or provincial license, vendors permit...)
- ☐ Voided check/letter from financial institution confirming bank details
- ☐ Previous processing statements (if processed at another institution)
- ☐ MOTO/e-Commerce Merchant Questionnaire
- ☐ If applying for e-commerce, website must be fully functional and must contain, at a minimum: Secure Payment Page, Return/Refund Policy, Terms and Conditions, Privacy Policy, Shipping Policy, Currency of Transaction, Contact Information and a complete description of goods/services sold.

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- ☐ Articles of incorporation
- ☐ 2 years' business financials, including cash flow statement, balance sheet, profit and loss
- ☐ 2 years' personal financials, including tax returns
- ☐ Business plan outlining products and services. The following topics must be included:
 - Copies of catalogs, brochures, or ads used by the merchant
 - Target market
 - Detailed description of marketing methods and materials
 - Detailed description of products/services being sold
 - Return policy and warranty provided to the buyer
 - How orders are taken, processed, and fulfilled
 - Product delivery method

Once the application has been completed and signed and the required documentation gathered, please fax or email the complete package to:

- **Fax:** 1-323 965 2848
- **Email:** slopez@ecenow.com

NOTES/EXCEPTIONS: This section is reserved for Sales Rep use only

Date:	Rep Code:	Officer Code: DH
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Information we require from you, the merchant:
(Please complete & sign the attached application)

BUSINESS INFORMATION

Company Legal Name:		
Operating As Name:		
Statement Name: <i>(For cardholder statement; not to exceed 23 characters including phone number)</i>		
Site Address:		
City:	Province:	Postal Code:
Telephone Number:	Customer Service Number:	
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Head Office Mailing Address: <i>(if different from above)</i>		
<input type="checkbox"/> Billing Address		
Email Address:		
Web Address:		

Processor History:			
Previous Processor:		Other:	
Business Name Processed Under:		Reason For Leaving:	
Method Of Selling (Percentage must equal 100%):			
Type		Percentage (%)	
Face to Face			
Mail Order / Telephone Order			
e-Commerce <i>(website set-up - complete below)</i>			
SSL Provider			
Description Of Products Or Services Sold:			
Products Or Service To Be Sold Or Delivered In:			
<input type="checkbox"/> Canada	<input type="checkbox"/> USA	<input type="checkbox"/> Internationally	
Return Policy Of:			
Length Of Current Ownership:			
Years	Months	Open Date	
Legal Type Of Business:			
Type Of Business Location:			

OWNER/S, PARTNER/S AND OR DIRECTOR/S INFORMATION

Owner, Partner, Officer or Director Signing The Contract:		
Name:		
Country of Residence:	<input type="checkbox"/> Canada <input type="checkbox"/> Other	
Home Address:		
City:	Province:	Postal Code:
Home Telephone Number:		
() -		
Position:	Social Insurance Number:	
Date Of Birth (yyyy-mm-dd):	Percentage Of Ownership:	
	%	
Have You Ever Filed For Bankruptcy? <input type="checkbox"/> Yes <i>(complete below)</i> <input type="checkbox"/> No		
Bankruptcy Filed Name:	Bankruptcy Type:	
Bankruptcy Date Discharged:	Bankruptcy Reason:	

Other Owner, Partner, Officer or Director Signing The Contract:		
Name:		
Country of Residence:	<input type="checkbox"/> Canada <input type="checkbox"/> Other	
Home Address:		
City:	Province:	Postal Code:
Home Telephone Number:		
() -		
Position:	Social Insurance Number:	
Date Of Birth (yyyy-mm-dd):	Percentage Of Ownership:	
	%	
Have You Ever Filed For Bankruptcy? <input type="checkbox"/> Yes <i>(complete below)</i> <input type="checkbox"/> No		
Bankruptcy Filed Name:	Bankruptcy Type:	
Bankruptcy Date Discharged:	Bankruptcy Reason:	

Merchant Name: _____ Officer Code: **DH**

PRODUCTS AND SERVICE INFORMATION

Services You Are Applying For: (If you apply for CDN only, you will still be able to accept orders from US cardholders)	
Canadian Dollar Visa & MasterCard	<input type="checkbox"/> CAD
American Dollar Visa & MasterCard (Requires a USD Bank Account)	<input type="checkbox"/> USD

Pricing Information	CAD (if selected above)	USD (if selected above)
Visa/MC Monthly Discount Rate (MDR) % of Gross Deposits	%	%
Monthly Visa/MC Volume (\$)	\$	\$
Average Ticket Size (\$)	\$	\$
Maximum Ticket Size	\$	\$
Minimum Monthly MDR	\$	\$

Security Features (e-commerce):		
<input checked="" type="checkbox"/> A V S (Address Verification Service)	<input checked="" type="checkbox"/> C V S (Card Verification Service)	<input type="checkbox"/> V B V (Verified By Visa)

Merchant Tax Information: **Please note that if you are a sole proprietorship, we require your Social Insurance Number (SIN) instead of your GST Tax #	
GST Tax #:	SIN #:

OFI Cardplan Information (If you have a merchant number please provide here):	
American Express / JCB	Merchant Number:
OR	
If you wish to apply for American Express please check here:	<input type="checkbox"/>

Account Fees:	
Set-up Fee (one time fee)	\$
Monthly Fee (per currency account)	\$

Transaction Fees (If Applicable):	
MasterCard	\$ 0.
Visa	\$ 0.
American Express / JCB	\$ 0.

Other Credit Card Fees:	
Handling Fee / NSF Fee	Chargeback Fee
\$	\$
Compliance Fee (Applied To Certain MasterCard Chargebacks)	
\$ 80.00	

BUSINESS BANKING INFORMATION

CANADIAN DOLLAR - Credit Card Deposit Account (If Applicable):		
Transit Number	Institution Code	Account Number
<input type="checkbox"/> Bank Of Montreal	<input type="checkbox"/> Royal Bank	<input type="checkbox"/> Other

US DOLLAR - Credit Card Deposit Account (If Applicable):		
Transit Number	Institution Code	Account Number
<input type="checkbox"/> Bank Of Montreal	<input type="checkbox"/> Royal Bank	<input type="checkbox"/> Other

AGREEMENTS AND SIGNATURES

You agree and acknowledge that:

- if we provide debit card services and/or point of sale terminals to you, you will be bound by and will follow the Terms and Conditions of the Moneris Debit Card, Convenience Free Services and Terminal Agreement between you and us;
- if we provide Visa and/or MasterCard services to you, you will be bound by and will follow the Terms and Conditions of your Moneris Visa Merchant Agreement and/or your Moneris MasterCard Merchant Agreement, as hereto amended ("Canadian Terms and Conditions"). You also acknowledge that even though the Terms and Conditions are the same for both agreements, you are entering into separate agreement for each card type;
- You have a zero floor limit.
- All transactions must be processed via the Moneris API.
- You agree to meet all applicable card association certification requirements that may change from time to time.

- All transactions will be conducted via Draft Capture (as such term is defined in the Canadian Terms and Conditions).
- With respect to the reserve provided in Section 1.12 of Part A of the Canadian Terms and Conditions and Section 4 of the U.S. Agreement (as hereinafter defined), on an ongoing basis a reserve in the amount of 0% of total gross transactions processed over the previous six month periods, beginning on the Acceptance Date (as hereinafter defined) is required. Subject to the Terms and Conditions (as hereinafter defined) on the date that is seven months from the Acceptance Date and for every month thereafter, you will be reimbursed for the reserve amount collected in the previous 30 day period, six months in arrears. The amount of the reserve may be amended from time to time as required by us;
- The first sentence of Section 1.23 of Part A of the Canadian Terms and Conditions shall be deleted and replaced with the following:

Merchant Name:	Officer Code: DH
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"Any notice given under this Agreement, either by you or by us, will be sent by regular mail, prepaid regular mail, fax or other means of electronic communication. If there is a postal service disruption, notices will either be hand-delivered or faxed. Any such notice or other communication, if mailed by prepaid registered mail at any time other than during a postal service disruption, shall be deemed to have been received on the 5 Business Day after mailing, or if sent by facsimile or other means of electronic communication on the next "Business Day";

- The first sentence of Section 3.3(a) of Part B of the Canadian Terms and Conditions shall be deleted and replaced with the following:

"The Bank will use commercially reasonable efforts to settle with you by crediting your bank account with an amount equal to the value of the Transactions you present to us for settlement every (2 days and 3 day in arrears of when we receive your Transaction Records.)";

- The first sentence of Section 3.5(b) of Part B of the Canadian Terms and Conditions shall be deleted and replaced with the following:

"The Bank will use commercially reasonable efforts to transfer electronically the value of the Transactions you present to us to the other financial institution within(2 weeks and 1 day in arrears of when we receive your Transaction Records.)

- if we provide U.S. dollar VISA services to, you will be bound by the Canadian Terms and Conditions of your Moneris VISA Merchant Agreement;
- if we provide U.S. dollar MasterCard services to you, you agree that the Merchant Services Agreement facilitated by Moneris Solutions Inc., between you and Harris Trust and Savings Bank ("U.S. Agreement" and together with the Canadian Terms and Conditions, the "Terms and Conditions") will apply to your U.S. dollar MasterCard transactions. U.S. dollar MasterCard statements and chargeback information will be provided in the English language only;
- Section 9(a) of the U.S. Agreement shall be deleted and replaced with the following:

"Except as otherwise provided herein, noticed shall be given in writing, addressed to the party to receive the notice at, with respect to the Merchant, the address on this Moneris Card Acceptance Form, and with respect to the Bank, the address listed on the Bank's signature page of this agreement, or to such other place as either party shall hereafter designate, by personal delivery, first class mail (postage or prepaid), by overnight courier, by facsimile or by other means of electronic communication. Notices shall be deemed given when either mailed, delivered or receipt confirmed respectively.";

- you agree that you are restricted to processing mail order, telephone order and e-commerce transactions. You are strictly prohibited from processing face-to-face transactions;
- we will provide the applicable agreements to you. Please ensure you read the Terms and Conditions of the agreements when you receive them as your acceptance of these Terms and Conditions will occur the first time that you use our services (the "Acceptance Date"). If you do not receive any of the Terms and Conditions, please contact Optimal Payments customer service centre at 1.888.709.8753 to request a copy;
- unless you promptly advise us otherwise by calling the Optimal Payments customer service centre, you acknowledge that the information contained in this Moneris Card Acceptance Form is true and correct;

- if you are part of a limited time Promotional Offer and have any fees waived, and any of the applicable agreements are terminated prior to the expiry of its term, you will be responsible for any previously waived fees and all applicable fees for the remainder of the term;
- by submitting personal information on this Moneris Card Acceptance Form authorizes us to use such personal information to respond to any application for our services and to provide our services as well as in the following ways:
 - to determine that person's financial situation by collecting credit and related financial information from our affiliates, strategic partners, credit agencies, other financial institutions and from references provided by that person;
 - to facilitate the provision of our services by sharing that person's information with our third party service providers, credit and debit card issuers, credit and debit card associations, credit agencies and similar parties connected to credit or debit card services;
 - to investigate potentially fraudulent or questionable activities regarding merchant account(s) or the use of our services;
 - for reporting purposes under credit or debit card association rules or regulations and to credit and debit card issuers, financial institutions or other credit or debit card related entities;
 - to offer related products and services that might be beneficial; and
 - in the course of an actual or potential sale, reorganization, consolidation, merger or amalgamation of our business;
- in addition we may also collect; and disclose personal information when required or permitted by law;
- if we provide U.S. dollar Visa and/or MasterCard services to you, all amounts and/or security and/or reserve held with respect to your obligations owing to any of us, Royal Bank of Canada or Bank of Montreal pursuant to the Canadian Terms and Conditions may be used to satisfy obligations owed to Harris Trust Savings and Bank under the U.S. Agreement;
- if we provide U.S. dollar Visa and MasterCard services to you, we and/or Royal Bank of Canada may share all financial, credit, sales , experience and other information about you with Harris Trust Savings Bank, in accordance with the Canadian Terms and Conditions.

Merchant's authorized signature	Date (mm/dd/yyyy)
Print Name:	
Title:	
Other principal of the business	Date (mm/dd/yyyy)
Print Name:	
Title:	
Moneris authorized signature	Date (mm/dd/yyyy)
Harris Trust and Savings Bank authorized signature	Date (mm/dd/yyyy)

Merchant Name: _____

Officer Code: _____

DH

INTERVENTION BY GUARANTOR

Reference is made to the Moneris Visa Merchant Agreement/Moneris MasterCard Merchant Agreement/Moneris Debit Card and Terminal Agreement between _____ [insert name of the merchant] (the "Merchant"), Moneris Solutions Corporation ("Moneris") and the parties set out therein and, if applicable, the Merchant Services Agreement between the Merchant and Harris Trust Savings Bank (collectively together with any attachments, operating manuals or schedules related thereto, the "Agreements"). Capitalized terms not defined in this guarantee shall have the meanings ascribed to them in the Agreements.

The undersigned (the "Guarantor") hereby intervenes and agrees, by signing this guarantee, to, unconditionally and irrevocably, guarantees the continuing all of the debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, at any time owing by the Merchant to the Processor (as hereinafter defined and referred to) and hereby unconditionally and irrevocably guarantees the full and faithful performance and payment by the Merchant of each of its duties and obligations to Moneris and/or, if applicable, Harris Trust Savings Bank (collectively, the "Processor") pursuant to the Agreements (collectively, the "Obligations"), whether Guarantor has a current direct affiliation with the Merchant or has accurate knowledge of the Client's activities with respect to the services provided pursuant to the Agreement, whether before or after termination or expiration and whether or not he has received notice of any amendment. If the Merchant breaches any of the Agreements, the Processor may proceed directly against the Guarantor or any other persons or entity responsible for the performance of the Agreements without first exhausting its remedies against any other person or entity responsible therefore to it, or any security held by the Processor. The obligations of the Guarantor hereunder are unlimited.

Guarantor agrees that any liability will not be limited or cancelled on the basis that (i) the Agreements cannot be enforced against the Merchant; (ii) the Merchant or the Processor agree to changes in the terms of the Agreements; (iii) the Processor releases the Merchant, or any other guarantor, from any of their obligations; (iv) any regulatory authority or law, regulation, or order affects the Merchant's or the Processor's rights under the Agreements; and/or (5) anything else happens that may affect the Processor's rights against the Merchants or any other guarantor.

Guarantor further agrees that (i) the Processor can delay enforcing any of its rights under this guaranty without losing them; (ii) that the Processor can demand payment from Guarantor without first seeking payment from the Merchant or any other guarantor; and (iii) that Guarantor will pay all court costs, attorneys' fees and collection costs incurred by the Processor in connection with enforcement of the Agreement and this Guaranty, whether or not there is a lawsuit, and such additional fees and costs as may be directed by a court.

The Guarantor shall make payment to or performance in favour of the Processor of the Obligations of the Guarantor forthwith after demand therefore is made to the Guarantor. The Processor shall be entitled to make a demand upon the Guarantor at any time upon a default in payment of any amount owing by the Merchant to the Processor and upon such default, the Processor may treat all Obligations as due and payable and may forthwith collect from the Guarantor the total amount guaranteed hereunder.

This guarantee is binding upon the Guarantor, and any heirs, legal representatives, successors and assigns of the Guarantor. If this guarantee is executed by more than one party, the obligations of all parties executing the guarantee shall be understood to be joint and several and each such party shall, therefore, be severally liable for all of the obligations guaranteed hereby, notwithstanding any discharge or unenforceability of the obligations with respect to any other party executing this guarantee.

Signature of the Guarantor: _____

Dated: _____

E-Commerce Questionnaire

1. Will you accept payment for products/services on your website? ☐ Yes ☐ No ☐ I do not have a website
If No, go to 2, otherwise provide the name of your SSL provider (e.g., Verisign, Thawte, Entrust, Other – specify) _____
2. What % of your products/services will be sold/delivered in the following markets (total must equal 100%)?
North America _____ % Europe _____ % Other Markets _____ %
3. Briefly outline your return policy. ☐ Greater than 30 Days ☐ Less than 30 Days ☐ No Returns ☐ Other (Please Specify) _____
If "No Returns", why are refunds not provided? _____ (If no refunds, go to 9)
4. Please state the number of days a refund usually takes: _____ days
5. Do you refund 100% of the purchase price? ☐ Yes ☐ No, if "No" please provide further details: _____
6. Do you allow partial refunds? ☐ Yes ☐ No
7. What percentage of refunds (to your total monthly sales/card trade) is usual? _____ %
8. What percentage do you sell to Business % Consumers %
9. When do you charge the customer? ☐ Shipment ☐ Order
10. In the case where a product is shipped, is the shipment traceable? ☐ Yes ☐ No. Is a delivery receipt requested? ☐ Yes ☐ No
11. Please state the normal "turnaround time" from when you receive the order to the customer receiving the goods: _____ days.
12. Do you take advance deposits (a percentage of the full value or a fixed part-payment paid in advance)? ☐ Yes ☐ No
If "Yes", what % of the final price is paid as a deposit? _____ % / What fixed deposit is taken? \$ _____
13. If a Service is provided, how much time (on average) elapses between the start and the completion of the service? _____ days
14. Describe in detail products/services sold (Use *separate sheet if necessary*). _____
15. Where is your product warehoused? Address _____ City _____ State/Zip _____
16. Do you own the product/inventory at the time of sale? ☐ Yes ☐ No
17. Are there any other companies involved in accepting, shipping, or fulfilling the service or product or the billing of the customer?
☐ Yes ☐ No. If Yes, who are they and what do they do? *Use separate sheet if necessary* _____
18. How do you advertise? (Catalogs, magazines, TV, Internet, etc. List all that apply.) _____
19. Who enters credit card information into the processing system? ☐ Consumer ☐ Fulfillment Center ☐ Merchant ☐ Other _____
20. Is your processing seasonal (mild fluctuations can be answered as "No")? ☐ Yes ☐ No If "YES" Please tick busiest months:
☐ January ☐ February ☐ March ☐ April ☐ May ☐ June
☐ July ☐ August ☐ September ☐ October ☐ November ☐ December
21. Do you take payments for memberships, subscriptions or packages? ☐ Yes ☐ No

If "Yes", please provide the usual breakdown of transactions (by % of total card transactions) and their respective price points:

Membership/Subscription Period	Package (i.e. 10 credits or 5 pass)	Price Point (\$)	Percentage of Sales (%)
Weekly <input type="checkbox"/>		\$	%
Monthly <input type="checkbox"/>		\$	%
Quarterly <input type="checkbox"/>		\$	%
6 monthly <input type="checkbox"/>		\$	%
Annually <input type="checkbox"/>		\$	%
Other <input type="checkbox"/>		\$	%

22. If packages are sold, what is the average amount of time it takes a customer to use up their packages? _____