



MERCHANT PROCESSING APPLICATION
PLEASE PRINT LEGIBLY AND FILL OUT COMPLETELY

P.O. Box 3429
Thousand Oaks, CA 91359
Tel: (800) 554-4777

Representative Name _____ # _____ Sales Office # _____ Phone # _____

GENERAL INFORMATION	Merchant's Legal Business Name: (for Sole Proprietorships, enter Principal's name)		Doing Business As Name:	
	Federal Tax ID Number (TIN) / Employer Identification Number (EIN):		Social Security Number (SSN): (for Sole Proprietorships only)	
	Important Notice: Failure to provide accurate Legal Business Name, TIN, EIN and/or SSN may result in a withholding of merchant funding per IRS regulations. See Part III A.3 of the Merchant Services Program Guide for further information.			
	Business Address: (no P.O. Boxes)		City/State/Zip:	Time at Location: Years: _____ Months: _____
	Mailing Address:		City/State/Zip:	
	Business Phone:	Customer Service Phone:	Cell Phone:	Business Fax:
	Contact Name: (First)	(Last)	# of Locations:	Time in Business: Years: _____ Months: _____
Business E-Mail:		Business Website: <input type="checkbox"/> Yes (provide website address below) <input type="checkbox"/> No Website		

BUSINESS INFORMATION	Retail Swiped % _____ Retail Keyed % _____ Internet % _____ Mail Order % _____ TOTAL % 100	Merchant Type: <input type="checkbox"/> Retail <input type="checkbox"/> Restaurant <input type="checkbox"/> Convenience <input type="checkbox"/> Petroleum Pay Clerk <input type="checkbox"/> Retail w/ Tip <input type="checkbox"/> Lodging <input type="checkbox"/> Public Sector <input type="checkbox"/> Mail/Phone <input type="checkbox"/> Fast Food <input type="checkbox"/> Cash Advance/Banks Only <input type="checkbox"/> Internet <input type="checkbox"/> Utility <input type="checkbox"/> Petroleum Pay at Pump <input type="checkbox"/> Business to Business: B-2-B _____% B-2-C _____%	Type of Ownership: <input type="checkbox"/> Sole Prop. <input type="checkbox"/> Non-Profit <input type="checkbox"/> Gov't. <input type="checkbox"/> Corp. <input type="checkbox"/> Legal/Medical <input type="checkbox"/> Trust Estate <input type="checkbox"/> LLC <input type="checkbox"/> Corp. Assoc. <input type="checkbox"/> Partnership <input type="checkbox"/> Tax Exempt <input type="checkbox"/> Other (specify): _____	Business Location: <input type="checkbox"/> Store Front <input type="checkbox"/> Office <input type="checkbox"/> Home <input type="checkbox"/> Other (specify): _____
	Method of Marketing: (attach examples) <input type="checkbox"/> Newspaper <input type="checkbox"/> Magazine/Catalog <input type="checkbox"/> Direct Mail <input type="checkbox"/> Internet <input type="checkbox"/> TV/Radio <input type="checkbox"/> Outbound Telemarketing		Mail, Telephone or Internet Sales: Who performs product/service fulfillment? <input type="checkbox"/> Merchant <input type="checkbox"/> Vendor/Fulfillment House Vendor/Fulfillment House Information: Name: _____ Address: _____ Phone: _____	
	Specific Type of Product(s)/Service(s) Sold:		Does Merchant use third party to store, process or transmit cardholder data? Yes <input type="checkbox"/> No <input type="checkbox"/> Third Party Information: Name: _____ Address: _____ Phone: _____ Software Used by Third Party: _____	
	<input type="checkbox"/> Seasonal Merchant Months Merchant will process: _____	Customer Return Policy: <input type="checkbox"/> Refund w/in 30 days <input type="checkbox"/> Exchange Only <input type="checkbox"/> None <input type="checkbox"/> Other (specify): _____	Number of Days Until Product/Service is Delivered: _____ MasterCard®/Visa®/American Express®/Discover® sales transactions are settled: <input type="checkbox"/> Date of Order <input type="checkbox"/> Date of Shipment <input type="checkbox"/> Other (specify): _____	

PROCESSING HISTORY	Has Applicant ever accepted credit cards before? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, who was your processor? _____	Has Applicant ever had a previous credit card processor terminate its merchant account? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, by whom? _____
	Former Merchant Number(s): _____	Explanation for prior closure (attach additional pages if necessary): _____

PRINCIPAL 1	Name: (First) _____ (Last) _____		Social Security Number: _____	% Ownership: _____	Title: _____
	Residential Address: _____		Own: <input type="checkbox"/> Rent: <input type="checkbox"/> City: _____	State: _____	Zip: _____
	How Long at This Address? Years: _____ Months: _____	Home Phone: _____	Date of Birth: _____	Principal 1 Email: _____	

PRINCIPAL 2	Name: (First) _____ (Last) _____		Social Security Number: _____	% Ownership: _____	Title: _____
	Residential Address: _____		Own: <input type="checkbox"/> Rent: <input type="checkbox"/> City: _____	State: _____	Zip: _____
	How Long at This Address? Years: _____ Months: _____	Home Phone: _____	Date of Birth: _____	Principal 2 Email: _____	

EQUIPMENT	<input type="checkbox"/> VeriFone <input type="checkbox"/> PAX <input type="checkbox"/> FD <input type="checkbox"/> Other: _____		<input type="checkbox"/> Card Reader	<input type="checkbox"/> Check Reader	<input type="checkbox"/> PIN Pad	<input type="checkbox"/> Printer
	Model: _____		Model: _____	Model: _____	Model: _____	Model: _____
	Additional Terminals: _____					<input type="checkbox"/> Reprogram
	Wireless: <input type="checkbox"/> GPRS <input type="checkbox"/> CDMA	If Phone Code Needed For Dial Out, Please Enter Below: (i.e. "8", "9", etc...) Dial Code: _____	Terminal Automatic Close: <input type="checkbox"/> Yes <input type="checkbox"/> No Time: _____ <input type="checkbox"/> AM <input type="checkbox"/> PM Time Zone: <input type="checkbox"/> Pacific <input type="checkbox"/> Mountain <input type="checkbox"/> Central <input type="checkbox"/> Eastern	Front-end: <input type="checkbox"/> Omaha <input type="checkbox"/> North <input type="checkbox"/> Nashville <input type="checkbox"/> Buypass <input type="checkbox"/> Other: _____	<input type="checkbox"/> Payment Gateway: _____ Shopping Cart: _____ <input type="checkbox"/> Software: _____ Software Version: _____	
	Download: Tips: <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes: <input type="checkbox"/> Counter Tip (Before Sale) <input type="checkbox"/> Restaurant Tip (After Sale)			<input type="checkbox"/> Multi-Merchant/Main MID: _____ <input type="checkbox"/> Ethernet/IP File Required		
	Mobile Device Carrier*: _____		Cell Phone Number*: _____		*Information required in order to setup mobile device processing services.	
Manufacturer*: _____		Model*: _____				

LEASE

Lease Term: _____ Months
☐ Equipment Service Program (if applicable, see Program Guide)

Total monthly lease charge: \$ _____ w/o Tax
FDGL Annual Tax Handling Fee: \$10.20

This is a non-cancelable lease for the full term indicated. Merchant Initials: _____

SCHEDULE OF FEES / PROCESSING LIMITS
(TO BE COMPLETED BY SALES REPRESENTATIVE)

MCC/SIC:	Application Fee: \$ _____	VISA / MC / Discover / American Express Transaction Fee: \$ _____ per transaction	FDR Help Desk Fee: \$3.50 each
Monthly Sales Processing Limit: \$ _____	Customer Service / Statement Fee: \$ _____ per month		FDR Asst. Service Fee: \$3.50 each
Average Ticket: \$ _____	Plus Dues and Assessments	EBT Fee: \$ _____ per transaction	ACH Return Item Fee: \$25.00 each
Monthly Minimum Discount Fee: \$ _____	VISA / MC / Discover Interchange plus _____% plus Dues and Assessments	WEX / Voyager Transaction Fee: \$ _____ per transaction	ACH Change Fee: \$25.00 each
Offline-Debit Discount Rates:	American Express:	AVS: \$ _____ per inquiry	Retrieval Request: \$ _____ each
Qualified (Qual) Fee: _____%	Pass-Through Pricing plus _____%	Batch Header: \$ _____ per batch	Chargebacks: \$ _____ each
Mid-Qualified Fee: Qual plus _____%	System Processing Fee: 0.40%	Voice Auth: \$ _____ each	Interchange Clearing Fee: 0.04%
Non-Qualified Fee: Qual plus _____%	PIN Debit Card Fees:	Annual Fee: \$ _____	Over Limit Fee: _____ 0.00%
Settled Transaction Fee: \$ _____	Access Fee: \$ _____ per month	TransArmor Fee \$ _____ per inquiry	High Risk Fee: _____ 0.00%
Credit Card Discount Rates:	Network Fees plus _____%	Refer to Page 3 for:	Business Information Verification Fee: \$ _____
Qualified (Qual) Fee: _____%	Transaction Fee: \$ _____ per transaction	- Early Termination Fee	Reserve Maint. Fee: \$2.50 per month (if applicable)
Mid-Qualified Fee: Qual plus _____%	VISA / MC / Discover Enhanced Recovery Reduced Rate: _____%	- Annual Enhanced Security Package Fee	Regulatory Fee: \$ _____ per month
Non-Qualified Fee: Qual plus _____%	Offline-Debit Qualified Fee: _____%		\$ Regulatory Non-Compliance Fee:* \$ 14.95 per month
Settled Transaction Fee: \$ _____	Credit Card Qualified Fee: _____%		PCI Non-Action Fee:* \$ 35.00 per month *if applicable; see page 3
Offline-Debit and Credit Card Discount Rates disclosed apply to VISA, MasterCard and Discover transactions.	American Express:		
American Express Discount Rates:	Enhanced Recovery Reduced Rate: _____%		
Qualified (Qual) Fee: _____%	Credit Card Qualified Fee: _____%		
Mid-Qualified Fee: _____%	Applies to Non-qualified VISA, MasterCard, Discover, and American Express Offline-Debit and/or Credit Card Transactions; see Paragraphs 1.9.3 and 19.1 of the Merchant Services Program Guide.		
Non-Qualified Fee: _____%			
Settled Transaction Fee: \$ _____			

The following fees will be passed through to merchant if applicable: VISA ACQ ISA, APF, Misuse of Auth, NPF/FANF (refer to Network Fee Billing Tables in Merchant Services Program Guide), Zero Floor Limit, Transaction Integrity Fee, Int'l Acquiring, Kilobyte, and AFD Partial Auth Non-Participant Fees; MasterCard Acquirer Support, Cross Border, Reversal Integrity, NABU, License, Kilobyte, CVC2, and ICA AVS Fees; Discover Data Usage, Int'l Processing, Service, and Network Auth Fees; American Express Network Auth Fee; and PIN Debit Network Annual Fees.

Comments: _____

ADDED SERVICE ENROLLMENT

☐ Debit Card Services
☐ Check Services

☐ Electronic Benefits Transfer (EBT) EBT/FNS#:
☐ Gift Card Services

☐ WEX / Voyager
☐ Lease Services

CARD ACCEPTANCE

Accept all MasterCard, Visa, Discover, and American Express Transactions (presumed, unless any selections below are checked)

MasterCard Acceptance: <input type="checkbox"/> MC Credit transactions <input type="checkbox"/> MC Non-PIN Debit transactions	Visa Acceptance: <input type="checkbox"/> Visa Credit transactions <input type="checkbox"/> Visa Non-PIN Debit transactions	Discover Acceptance: <input type="checkbox"/> Discover Credit transactions <input type="checkbox"/> Discover Non-PIN Debit transactions	American Express Acceptance: <input type="checkbox"/> American Express Credit transactions
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See Paragraph 1.9 of the Merchant Services' Program Guide for details regarding limited acceptance.

AMERICAN EXPRESS® CARD ACCEPTANCE

Existing American Express Direct SE Merchant Number (if applicable):

IMPORTANT - COMPLETE THE FOLLOWING SECTION AND INCLUDE A VOIDED BUSINESS CHECK FROM ACCOUNT

BANK INFORMATION

Bank Name:	Bank Address:	City:	State:	Zip:
Branch:	Bank Phone:	Contact Name:		
Transit # (ABA Routing):		Account # (DDA):		

MERCHANT SITE SURVEY *Photograph of business location (interior & exterior) are required. (Completed by Sales Representative)

Date:	Type of Building:	Square Footage (approximate):
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Inspector's Comments:

I have verified the identification of the above listed principal(s): Sales Representative Signature: _____	Under the penalty of perjury and accountability, I hereby certify I personally conducted this premises inspection described above and hereby certify that this business is legitimate. Inspector's Signature: _____
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The undersigned, and each of them, if more than one, acknowledge(s) and agree(s) that this Merchant Processing Application ("Application") is to obtain payment settlement services offered by Wells Fargo Bank, N.A. ("Bank"), a member of Visa USA, Inc. ("Visa") and MasterCard International, Inc. ("MasterCard") for Merchant. In order for Merchant to obtain the payment services described in this Application and as may be selected by Merchant (collectively and individually, as applicable, the "Payment Services"), Merchant must agree to and accept the terms and conditions under which Bank and iPayment, Inc. ("Company") and its Affiliates (collectively, "Servicers" or "we" or "us") will agree to provide them. Discover and American Express are not bank card networks. Bank is not a sponsor of Discover or American Express Card Transactions under this Agreement (as defined below) and is not a party to this Agreement insofar as it relates to Discover and American Express Card Transactions. The provisions of this Agreement regarding Discover and American Express constitute an agreement solely between Merchant and Company. This Agreement applies also to Additional Services (also as defined below), provided that this Agreement as it relates to Additional Services constitutes an agreement solely between Merchant and Company and Bank is not a party to the Agreement insofar as it relates to Additional Services.

By signing below, Merchant (and each individual undersigned) hereby acknowledges and confirms that: a.) The terms and conditions that Merchant must agree to and accept to obtain the Services include the terms of this Application together with all terms contained in the Merchant Services Program Guide ("Program Guide"), including any information or terms that are incorporated by reference in the Program Guide, and together contain the terms and conditions of the agreement for the Services (collectively, the "Agreement"); b.) Merchant and the

undersigned understand that certain terms used in the Agreement (including this Application) are fully defined in the Program Guide; that Merchant and the undersigned received and reviewed this Agreement including all the documents and information which are incorporated herein by reference (including the Program Guide which is also available for viewing and/or downloading from the Internet at: <https://www.ipaymentinc.com/docs/librariesprovider11/guides/ms-program-guide-0915.pdf>); that the Agreement sets out the terms and conditions under which Merchant may utilize the Services; and that Merchant has an obligation to promptly contact Company and/or the Bank regarding any questions pertaining to any portion of this Agreement; c.) the undersigned have the authority to bind Merchant such that, upon acceptance of this Agreement, it becomes a legally binding contract enforceable against Merchant and, with respect to certain provisions, the individual(s) executing this Agreement on behalf of Merchant who is/are making certain representations and promises in his, her or their personal capacity.

By signing below, the undersigned individually and on behalf of Merchant warrant and certify that all information submitted under the Agreement (including this Application) is true, correct, and complete and understands that Bank and Company will be relying on such information during the approval process, including in setting the applicable fees, rates, limits and all other terms and conditions. The undersigned hereby authorize Bank and/or Company and their Affiliates to obtain from third parties financial and credit information relating to Merchant (and each individual) in connection with their determination of whether to accept this Agreement and hereby grants Bank and/or Company and their Affiliates continuing authority to conduct credit checks and background investigations and inquiries concerning each of the undersigned including, but not limited to, financial, character and business references of Merchant's owner(s) (if Merchant is an entity). Each of the undersigned expressly authorizes Bank and/or Company and their Affiliates to request and obtain from Consumer Reporting Agencies (Bureaus) consumer and business reports. The undersigned furthermore agree that all references, including banks and Consumer Reporting Agencies, may release any and all personal and business credit and financial information to Bank and/or Company and their Affiliates. The undersigned further acknowledge and agree that Merchant will not use any Merchant Account and/or the Services for illegal transactions, for example, those prohibited by the Unlawful Internet Gambling Enforcement Act, 31 U.S.C. Section 5361 et seq, as may be amended from time to time. Merchant acknowledges and agrees that Bank and/or Company and their Affiliates and their third party subcontractors and/or agents may use automatic telephone dialing systems to contact Merchant at the telephone number(s) Merchant has provided in this Application, or as may be updated by Merchant from time to time, and/or may leave a detailed voice message in the event that Merchant is unable to be reached, even if the number provided is a cellular or wireless number or if Merchant has previously registered on a Do Not Call list or requested not to be contacted for solicitation purposes. Merchant hereby consents to receiving commercial electronic messages (including but not limited to text messages) from Bank and/or Company and their Affiliates and their third party subcontractors and/or agents from time to time.

To help the government fight the funding of terrorism and money laundering activities, U.S. Federal law requires financial institutions to obtain, verify, and record certain identifying information from any business or individual seeking to open a new account. We are required to obtain this information no matter how the account is opened (e.g., by mail, phone, in-person, or online). We may ask to see your driver's license or other identifying documents. The information requested or obtained by us may include: name; address (residence for individuals and place of business for non-individuals); date of birth (for individuals); US taxpayer identification number for US citizens or companies (for individuals this is usually a Social Security number); or other forms of government issued identification (for example, a passport or alien identification card) for non-US citizens.

By signing below, Merchant and the undersigned agree, understand and acknowledge that: a.) The Agreement will not take effect unless and until Merchant has been approved by Bank and Company and Merchant is assigned and issued a Merchant Account Number; b.) Any alteration, strikeover, or modification to the preprinted text of this Application or any part of the Agreement shall be of no effect whatsoever and at Bank's and Company's discretion may render the Agreement invalid; c.) Merchant must select and indicate the category of "Cards" it will accept on this Application, which will collectively be referred to as "Cards". Merchant acknowledges and agrees that Merchant will be furnished with the Payment Services and products described and selected by Merchant in this Application and that Servicers will be the sole and exclusive provider of the Payment Services to Merchant during the term of this Agreement; d.) If Merchant is approved, any cancellation by Merchant of this Agreement with respect to Payment Services within three (3) years from the date of approval or any termination by Bank and/or Company as to Payment Services due to an Event of Default by Merchant, will be subject to payment of the applicable early termination fees for each Merchant Account and Merchant will be charged a fee for such early termination equal to (i) **\$350.00** for each Merchant Account if terminated before completion of the first year of the Term; or (ii) **\$250.00** for each Merchant Account if terminated after completion of the first year of the Term but prior to the end of the third year of the Term. A **\$149.00** Annual Enhanced Security Package Fee will be assessed to each Merchant Account annually. The PCI Non-Action Fee will be assessed to each Merchant Account monthly for not taking action to complete their required PCI compliance requirements. The Business Information Verification Fee will be assessed to each Merchant Account within thirty (30) days of the Merchant Account being approved. The Regulatory Non-Compliance Fee will be assessed to each Merchant Account during each month where an inaccurate federal taxpayer identification number and/or legal business name is associated with your Merchant Account based on information provided by you on this Application or as you may provide from time to time.

If Merchant has selected (by checking the appropriate box on this Application) to receive products and/or services offered under one or more of the Third Party Agreements referenced in the Program Guide, the undersigned individually and on behalf of Merchant hereby acknowledge and agree that the executed signature page of this Application shall also serve as a signature page for each of the respective Third Party Agreement(s) and further acknowledge that the Third Parties are relying upon the information contained on this Application all of which are incorporated by reference into the Third Party Agreements. Merchant authorizes Company and Bank and their Affiliates to share and exchange the information on this Application with the Third Parties and service vendors that may be engaged to provide Additional Services (as defined below) and to provide a copy of the executed signature page to the respective Third Party or service vendors, if requested.

Notice: Merchant may be enrolled in Additional Services as described in the Program Guide, for which applicable fees will be incurred. Merchant may cancel Additional Services during the thirty (30) day period following notice of enrollment from Company and avoid fees for such Additional Services by calling toll free 1-800-716-9638 or by following other procedures described in the Program Guide or as otherwise explained in the applicable notice. Merchant acknowledges and agrees that Additional Services are subject to the Agreement including the Program Guide and documents referenced therein. The provisions of the Agreement regarding Additional Services constitute an agreement solely between Merchant and Company.

Merchant specifically authorizes Company and its Affiliates to collect fees and other charges applicable to Additional Services from Merchant's Settlement Account in accordance with their respective fee schedules as amended from time to time by Company pursuant to the ACH Authorization set forth below. The undersigned agree that the signature page of this Application shall also serve as the signature for the Agreement as applicable to Additional Services, including fees and charges. Merchant consents to accept electronic communications and acknowledge that Merchant's electronic signature is valid and enforceable in connection with all Services, including Payment Services and Additional Services, in accordance with the E-Sign Authorization provisions in the Program Guide. The undersigned agree to the Arbitration and Waiver provisions of the Agreement set forth in the Program Guide, which apply only to disputes between undersigned and/or Merchant and Company.

ACH Authorization: Through execution below, Merchant authorizes us to debit the Settlement Account specified herein as needed to satisfy all charges for the Payment Services and Additional Services described herein, including the Electronic Funding Authorization provisions of the Program Guide. Merchant consents to debits by us to the Settlement Account (a) for fees and charges for Payment Services pursuant to the Program Guide; and (b) for Additional Services in an amount ranging from \$0.00 to \$100.00, which Merchant agrees represents an acceptable range for the applicable Additional Services. Should the monthly fee and debit to the Settlement Account for Additional Services exceed this range for any reason, Company will provide Merchant with at least ten (10) days prior notice of such varying amount before the scheduled date of payment transfer from the Settlement Account. With respect to Additional Services, Merchant has the right to stop payment of these preauthorized transfers at any time with prior written or oral notice to Company. Should Merchant provide oral notice, written notice must follow and be provided to Company within fourteen (14) days for any oral stop-order to be valid and effective.

Merchant certifies, under penalties of perjury, that the federal taxpayer identification number and corresponding legal business name provided herein are correct and are those used by Merchant in filing all federal, state and local tax returns.

The undersigned have duly executed this Agreement (including this Application) on behalf of the Merchant identified above as of the date(s) indicated below, and hereby confirm that Merchant has received a complete copy of the entire Agreement, including a completed copy of this Application, consisting of pages one (1) through four (4), together with a copy of the Program Guide (Revision 0915).

Applicant/Merchant Legal Name Applicant/Merchant DBA Name

Authorized Signature Date Print Name (First) (Last) Title

APPROVED/ACCEPTED:

By: Date: iPayment, Inc. on behalf of itself and on behalf of Wells Fargo Bank, N.A. (for Visa and MasterCard transactions)

CONTINUING PERSONAL GUARANTY PROVISION - PERSONAL GUARANTOR(S):

Each signer below ("You" or "Your") agrees as follows. You, in Your individual capacity (even though You use a title or other designation with Your signature) unconditionally guarantee and promise to pay to Bank and Company all indebtedness of the Applicant at any time arising under or relating to the Agreement, including the related application and any related agreements or instruments, and any First Data Lease if applicable as well as any extensions, modifications, or renewals thereof. You authorize Bank and/or its agent(s) and Company to investigate the individual business history of Applicant and each representative signing the Agreement, including Yourself, including investigative credit reports, in order to evaluate acceptability for a Merchant Account and if accepted, to conduct further investigations from time to time thereafter and to report credit information to others. The obligations hereunder are joint and several and independent of the obligations of the Applicant, and a separate action or actions may be brought and prosecuted against You whether action is brought against Applicant or any other person, or whether the Applicant or any other person is joined in any such action or actions. You acknowledge that this guaranty is absolute and unconditional, there are no conditions precedent to the effectiveness of this guaranty, and this guaranty is in full force and effect and is binding on You in Your individual capacity as of the date you sign this Application, regardless of whether Bank and/or Company obtains collateral or any guaranties from others or takes any other action contemplated by You. As guarantor, You waive (i) presentment, demand, protest, notice of protest, and notice of nonpayment; (ii) any defense arising by reason of any defense of the Applicant or other guarantor; and (iii) the right to require Bank or Company to proceed against Applicant or any other guarantor, to pursue any remedy in connection with the guaranteed indebtedness, or to notify You as guarantor of any additional indebtedness incurred by the Applicant, or of any changes in the Applicant's financial condition. You also authorize Bank and Company, without notice or consent, to (a) extend, modify, compromise, accelerate, renew, or otherwise change the terms of the guaranteed indebtedness; (b) proceed against one or more guarantors without proceeding against the Applicant or another guarantor; and (c) release or substitute any part to the indebtedness or this guaranty.

You represent and warrant to Bank and Company that: (a) neither Bank nor Company has made any representation to You as to the creditworthiness of the Applicant; and (b) You have established adequate means of obtaining from the Applicant on a continuing basis financial and other information pertaining to Applicant's financial condition. You agree to keep adequately informed from such means of any facts, events or circumstances which might in any way affect Your risks hereunder, and You further agree that Bank and Company shall have no obligation to disclose to You any information or material about the Applicant which is acquired by Bank and Company in any manner.

You acknowledge and agree that until all obligations subject to this guaranty shall have been paid in full, You shall have no right of subrogation, and You waive any right to enforce any remedy which Bank and Company now has or may hereafter have against the Applicant or any other person, and waive any benefit of, or any right to participate in, any security now or hereafter held by Bank or Company. You agree that this guaranty will be governed by California law; and shall benefit Bank, Company and their respective successors and assigns.

You understand that this is a Guaranty of payment and not of collection and that Bank and Company are relying on this Guaranty in entering into the Agreement.

_____, An Individual Signature	_____ Print Name (First) (Last)	_____ Date
_____, An Individual Signature	_____ Print Name (First) (Last)	_____ Date

CONFIRMATION PAGE

SERVICER INFORMATION: **iPayment, Inc.**
 P.O. Box 3429, Thousand Oaks, CA 91359
www.ipaymentinc.com
 Customer Service Number: (800) 554-4777
 Fax Number: (818) 540-6712

CARD ORGANIZATION DISCLOSURE:

Visa and MasterCard Member Bank Information: Wells Fargo Bank, N.A.

The Bank's mailing address is 1200 Montego, Walnut Creek, CA 94598 and its phone number is (925) 746-4172

Important Member Bank Responsibilities:

- (a) The Bank is the only entity approved to extend acceptance of Card Organization products directly to a merchant.
- (b) The Bank must be a principal (signer) to the Merchant Agreement.
- (c) 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 Servicers or Processor.
- (d) The Bank is responsible for and must provide settlement funds to the Merchant.
- (e) The Bank is responsible for all funds held in reserve that are derived from settlement.

Important Merchant Responsibilities:

- (a) Ensure compliance with Cardholder data security and storage requirements.
- (b) Maintain fraud and Chargebacks below Card Organization thresholds.
- (c) Review and understand the terms of the Merchant Agreement.
- (d) Comply with Card Organization Rules.
- (e) Retain a signed copy of this Disclosure Page.
- (f) You may download "Visa Regulations" from Visa's website at: http://usa.visa.com/merchants/operations/op_regulations.html.
- (g) You may download "MasterCard Regulations" from MasterCard's website at: <http://mastercard.com/us/merchant/support/rules.html>.

Print Merchant's Business Legal Name: _____

By its signature below, Merchant acknowledges that is has received the complete Program Guide (Revision 0915) consisting of Parts I through IV (including this confirmation).

Merchant further acknowledges reading and agreeing to all terms in the Program Guide, which shall be incorporated into Merchant's Agreement. Upon receipt of a signed facsimile or original of this Confirmation Page by us, Merchant's Application will be processed.

NO ALTERATIONS OR STRIKE-OUTS TO THE PROGRAM GUIDE WILL BE ACCEPTED.

Merchant's Business Principal:

Signature (Please sign below):

X _____ Title	_____ Date
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Print Name (First) (Last)