

MERCHANT PROCESSING APPLICATION

PLEASE PRINT LEGIBLY AND FILL OUT COMPLETELY

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

Repres	sentative Name				#	ŧ		S	ales Office	#		_ Ph	one #		
Merchant's Legal Business Name: (for Sole Proprietorships, enter Principal's name) Doing Business As Name:															
GENERAL INFORMATION	Business Address: (no P.O. Boxes)				City/St	rate/Zip: County:			ty:		How Long:				
	Mailing Address:					City/State/Zip:					Federal Tax ID: ☐ SSN ☐ EIN				
	Business Phone: Custome				Custome	er Service Phone: Busi				Busine	ness Fax:				
	Contact Name: # of Loc				# of Loca	ations: Time in Business: Years: Months:				Business Hours:					
Ö	Business E-Mail:								ess Website:			- 1			
z	Internet % □ Mail/Phone □ Fast Food			□ Petroleum □ Convenience			□ LLC □ Gov't. □		-Profit □	☐ Tax Exempt ☐☐ ☐ Trust/Estate/Assn. ☐☐ ☐ Legal/Medical Corp. ☐☐		□ S □ O □ H	ome		
АТІО	Mail Order % □ Internet □ QSR □ Pul TOTAL % □ Business to Business: B-2-B					olic Sector			есіту):					ther (specify):	
BUSINESS INFORMATION	□ Newspaper □ Magazine / Catalog □ Internet □ Who perfor □ Direct Mail □ Yellow Pages □ Mercha			erforms pr	ephone or Internet Sales: forms product/service fulfillment? funt □ Vendor/Fulfillment House fulfillment House Information:			ouse	-	Does Merchant use third party to store, process or ransmit cardholder data? ☐ Yes ☐ No Third Party Information: Name:					
NES	Specific Type of Product(s)/	Service(s)	Sold:	Name:							Address:				
IISN				Address	s:						Phone:				
ā	Phone:					s			Software Used by Third Party:						
□ Seasonal Merchant Months Merchant will process: □ Other (specify): □				/s □ Exc	Number of Days Until Product/Service is Delivered: hasterCard®/Visa®/Discover®/American Express® sales transaction are settled: □ Date of Order □ Date of Shipment □ Other (specify):					s transactions					
NG	Has Applicant ever accepte	ed credit ca	rds before?	□ Yes □	□ No	Has A	Applican	t ever	had a previou	s credit	card proce	essor	terminate its mer	chant a	account?
SSI	If Yes, who was your processor? Yes No If Yes, by whom?														
PROCESSING HISTORY	Former Merchant Number(s):					Expla	nation f	or prio	r closure (atta	ch addit	ional page	s if ne	ecessary):		
<u>-</u>	Name: Socia				Social	Secui	rity Num	ber:		% Own	ership:	Tit	le:		
PAL 1	Residential Address: □ Own □ Rent				Rent			City	<i>y</i> :				State:	Zip:	
PRINCIPAL	Have Lang at This Address?					Date of Birth:		Pirth:		Drivor	o Line	ense Number / Sta			
PR	How Long at This Address? Home Phone:				<u> </u>							ne.			
/L 2	Name: Socia				Social				% Ownership:		Title:				
PRINCIPAL	Residential Address:				Rent	City:					State:	Zip:			
PRIN	How Long at This Address? Home Phone:				Date of Birth:			Driver	Privers License Number / State:						
ENCE	Bank: Account #:				Phone:				•	Contact:					
REFERENCE	Trade: Account #:				Phone:				Contact:						
	□ VeriFone □ Hypercom □ Nurit □ Other : Model				□ Printer Model:				☐ PIN Pad Model:			□ Reprogram			
_	Additional Terminals:														
N	Wireless: Phone Code for Dial Out: Terminal Automatic Close:					Front-end:				□ Payment Gateway:					
	□ Cingular □ None □ Yes □ No					□ On		Oma	Omaha □ North		-				
au	□ GPRS □ "8"		Time:			11401111110 24) 2400				Shopping Cart:					
ш	□ CDMA □ "9" Time Zone: □ Pacific □ I □ Other: " □ Central □ I				□ Other:				□ Software:						
	Download:				uai 🗆 E	asieiii					Software Version:				
	Download: Tips: Tips: No If Yes: Counter Tip (Before Sale) Restaurant Tip (After Sale) Ethernet/IP File Required														

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LEASE	Lease Term:Months ☐ Equipment Service Program	This is a non-cancelable lease for the full term indicated. Merchant Initials:							
	- Equipment Service i Togram	FDGL Annual Tax Handling Fee: \$10.20	term indica	ea.	Merchant Initials:				
	MCC/SIC:	Application Fee: \$	VISA / MC / Discover	/ American Express	FDR Help Desk Fe				
10	Monthly Sales	Customer Service / Statement Fee:	Transaction Fee:	American Express	FDR Asst. Service				
SCHEDULE OF FEES / PROCESSING LIMITS (TO BE COMPLETED BY SALES REPRESENTATIVE)	Processing Limit: \$			per transaction	ACH Return Item F ACH Change Fee:	ee: \$25.00 each			
	Average Ticket: \$	iAccess Fee: ☐ Single: \$14.95 per mo	nth		Retrieval Request: Chargebacks:	ÅÁ ′′′′ Æeach Å ′′′′′ each			
	Monthly Minimum Discount Fee: Å		WEX / Voyager Tran	saction Fee: per transaction	Over Limit Fee: 5.00° High Risk Fee: 0.25°				
	Offline-Debit Discount Fees:	Debit Card Fees:	¥ 0	Á '''' per inquiry	Annual Fee:				
	Qualified Fee:%	Access Fee: \$ per me			Retail Merchants:	Å · · · · · ·			
S/S		% Transaction Fee: Æ per	Batch Header: A	per batch		•			
E E		Á/o transaction + network	ees Voice Auth: Å	each	Non-Retail Merchants:				
OF FI	Credit Card Discount Fees: Qualified Fee:%	Interchange + % by + Dues and Assessments	Early Termination Fe Please refer to Parag Merchant Services' F	graph 22.1 of the	A PCI compliance and data security fee will be assessed on an annual basis.				
	Mid-Qualified Fee: Qualified + '''' A	The following fees will be passed through		ss Fees	Payment Gateway Fees				
E E		to merchant if applicable: VISA ACQ I		ess set-up)	(per Gate	way set-up)			
동인	Offline-Debit and Credit Card Discount	APF, Misuse of Auth, Zero Floor Limit, and Int'l Acquiring Fees; MasterCard		Quantity	Set-up Fee: \$,			
ω C	Fees disclosed apply to VISA,	Acquirer Support, Cross Border, and	Set-up Fee: \$_			x			
	MasterCard and Discover transactions.	NABU Fees; and Discover Int'l Processing and Service Fees.	Monthly Access: \$ _		-				
		Frocessing and Service rees.	Per Auth Fee: \$_		Per Auth Fee: \$				
Comm	Comments:								
		ADDED SERVIC	ENROLLMENT						
□ Del	bit Card Services ☐ Electron	ic Benefits Transfer (EBT) EBT/FNS#			□ WEX / Vo	/ager			
□ Ch	eck Services	☐ Gift Card Services		☐ Lease Service	es				
		CARD ACC							
	•	sterCard, Visa, and Discover Transactions	s (presumed, unless any s						
□ Ac	erCard Acceptance: scept MC Credit transactions only scept MC Non-PIN Debit transactions onl	Visa Acceptance: □ Accept Visa Credit transactive □ Accept Visa Non-PIN Deb							
		Program Guide for details regarding limite				•			
		AMERICAN EXPRESS®	CARD ACCEPTANC	E					
Existing American Express (AXP) Merchant Number (if applicable): Service Requested: AXP Direct AXP OnePoint®									
□ Discount Rate: % or □ Monthly Flat Fee: \$7.95 (AXP Direct only) Est. Annual Volume: \$ Est. Average Tkt: \$									
Transaction Fees: Retail* = + \$0.10 per transaction; Restaurant* = + \$0.05 per transaction;									
Services, Wholesale & All Other = + \$0.15 per transaction Pay Frequency (for AXP Direct only): 🗆 3 Day 🗀 15 Day 🗀 30 Day									
*0.30% downgrade will be charged for transactions whenever a Card Not Present (CNP) Charge occurs. CNP means a Charge for which the Card is not presented at the point of purchase (e.g., Charges by mail, telephone, fax or the Internet), is used at unattended Establishments (e.g., customer activated terminals, called CATs), or for which the									
	ction is key-entered. approval by AXP, approval will be for sta	andard program serviced by AXP (AXP Dir	ect) or for full-service prod	ram supported by					
		Fees disclosed above will be billed by AX			Merchant Ini	tials			
		RTANT - COMPLETE SECTION AND INCLU							
NO O	Bank Name:	Bank Address:		City:	State:	Zip:			
BANK INFORMATION	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: Square Footage (approximate):									
Date.		1 Jpo of Building.		oqualo i oolage	(approximato).				
Inspector's Comments:									
I have	e verified the identification of the above li	isted principal(s):	Under the penalty of perjury and accountability, I hereby certify I personally conducted this premises inspection described above and hereby certify that this						
			Expedience of the Control of	•					
Sales	Representative Signature:		business is legitimate. Inspector's Signature:			,			

The undersigned, and each of them, if more than one, acknowledges and agrees 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"). In order for Merchant to obtain the settlement services described in this Application and as may be selected by Merchant (collectively and individually, as applicable, the "Services"), Merchant must agree to and accept the terms and conditions under which Bank and iPayment (collectively, "Servicers" or "we" or "us") will agree to provide them. Discover is not a bank card network. Bank is not a sponsor of Discover transactions under this Agreement and is not a party to this Agreement insofar as it relates to Discover transactions. The provisions of this Agreement regarding Discover constitute an agreement solely between you and iPayment.

By signing below, the undersigned Merchant (and each individual) 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.) You understand that certain terms used in the Agreement (including this Application) are fully defined in the Program Guide, that you have 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: www.ipaymentinc.com), that the Agreement sets out the terms and conditions under which Merchant may utilize the Services, and that You have an obligation to promptly contact iPayment and/or the Bank regarding any questions pertaining to any portion of this Agreement; c.) Upon acceptance of this Agreement, it becomes a legally binding contract enforceable against Merchant and with respect to certain provisions, the individual executing this Agreement on behalf of Merchant, who is making certain representations and promises in his or her personal capacity.

By signing below, the undersigned Merchant warrants and certifies that all information submitted under the Agreement (including the Application) is true, correct, and complete and understands that Bank and iPayment will be relying on such information during the approval process, including in setting the applicable fees, rates, limits and all other terms and conditions. Merchant (and each individual) hereby authorizes Bank and/or iPayment to obtain from third parties financial and credit information retenting to Merchant (and each individual) in connection with their determination of whether to accept this Agreement and hereby grants Bank and/or iPayment 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 and Merchant's owner(s) (if Merchant is an entity). Each of the undersigned expressly authorizes Bank and/or iPayment to request and obtain from Consumer Reporting Agencies (Bureaus) consumer and business reports. Each of the undersigned furthermore agrees 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 iPayment. You further acknowledge and agree that you will not use your 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.

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 your: 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, you agree, understand and acknowledge that: a.) The Agreement will not take effect unless and until Merchant has been approved by Bank and iPayment 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 iPayment's discretion may render the Agreement invalid; c.) You must select and indicate the category of "Cards" you will accept on the Application and will collectively be referred to as "Cards". You acknowledge and agree that Merchant will be furnished with the services and products described and selected by Merchant in the Application (collectively and individually, as applicable, the "Services") and that Servicers will be the sole and exclusive provider of the Services to Merchant during the term of this Agreement; d.) If Merchant is approved, any cancellation by You of this Agreement within three (3) years from the date of approval or is terminated by Servicers due to an Event of Default by Merchant, will be subject to the applicable early termination fees and Merchant will be charged a fee for such early termination equal to (i) \$350.00 if terminated before completion of the first year of the Term; or (ii) \$250.00 if terminated after completion of the first year of the Term but prior to the end of the third year of the Term (See Section 22.1 of the Agreement - Program Guide). A PCI compliance and data security fee will be assessed to each Merchant annually, which amount will be determined by compliance and security requirements at the time of the fee assessment.

If information is provided in the "American Express® Card Acceptance" section of the Application, then the following shall apply: By signing below, Merchant represents that Merchant has read and is authorized to sign and submit this Application for the above entity which agrees to be bound by the American Express® Card Acceptance Agreement ("AXP Agreement"), and that all information provided herein is true, complete, and accurate. Merchant authorizes iPayment and American Express Travel Related Services Company, Inc. ("AXP") and AXP's agents and Affiliates to verify the information in this Application and receive and exchange information about Merchant personally, including by requesting reports from consumer reporting agencies, and disclose such information to their agent, subcontractors, Affiliates and other parties for any purpose permitted by law. Merchant authorizes and directs iPayment and AXP and AXP agents and Affiliates to inform Merchant directly, or through the entity above, of reports about Merchant that they have requested from consumer reporting agencies. Such information will include the name and address of the agency furnishing the report. Merchant also authorizes AXP to use the reports from consumer reporting agencies for marketing and administrative purposes. Merchant understands that upon AXP's approval of the Application, the entity will be sent the AXP Agreement and materials welcoming it, either to AXP's program for iPayment to perform services for AXP or in AXP's standard Card acceptance program which has different servicing terms (e.g. different speeds of pay). Merchant understands that if the entity does not qualify for the iPayment servicing program, then the entity may be enrolled in AXP's standard Card acceptance program, and the entity may terminate the AXP Agreement. By accepting the American Express Card for the purchase of goods and/or services, or otherwise indicating its intention to be bound, the entity agrees to be bound by the AXP Agreement.

If Merchant has selected (by checking the appropriate box on the Application) to receive products and/or services offered under one or more of the Third Party Agreements referenced in the Program Guide, they hereby acknowledge and agree that the executed Signature page of the 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 the Application all of which are incorporated by reference into the Third Party Agreements. Merchant authorizes iPayment and Bank to share and exchange the information on the Application with the Third Parties and to provide a copy of the executed signature page to the respective Third Party, if requested.

IN WITNESS WHEREOF, the undersigned Merchant has duly executed this Agreement (including the Application) as of the date(s) indicated below, and hereby confirms that Merchant has received a complete copy of the Agreement, including a completed copy of this Application, consisting of pages one (1) through four (4), together with a copy of the Program Guide (the "Agreement").

Applicant/Merchant Legal Name		Applicant/Merchant DBA Name					
Authorized Signature	Date	Print Name	Title				
APPROVED/ACCEPTED:		APPROVED/ACCEPTED:					
Ву:	Date:	Ву:	Date:				
Wells Fargo Bank, N.A. 1200 Montego Way	, Walnut Creek, CA 94598	iPayment, Inc. P.O. Box 3429, Thousand Oaks, CA 91359					

CONTINUING PERSONAL GUARANTY PROVISION - PERSONAL GUARANTOR(S):

Each signer below ("You" or "You"") 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 Wells Fargo and iPayment 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 the Wells Fargo and/or its agent(s) and iPayment 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 into the Wells Fargo Merchant Services Merchant Program 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 Wells Fargo and iPayment 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 Wells Fargo to proceed against Applicant or any other guarantor, to pursue any remedy in connection with the guaranteed indebtedness

You represent and warrant to Wells Fargo and iPayment that: (a) Wells Fargo and iPayment has made no 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 Wells Fargo and iPayment shall have no obligation to disclose to You any information or material about the Applicant which is acquired by Wells Fargo and iPayment 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 Wells Fargo and iPayment now has or may hereafter have against the Applicant or any other person, and waives any benefit of, or any right to participate in, any security now or hereafter held by Wells Fargo and iPayment. You agree that this guaranty will be governed by California law; and shall benefit Wells Fargo, iPayment and its successors and assigns.

You understand that this is a Guaranty of payment and not of collection and that Wells Fargo Bank, N.A., Wells Fargo Merchant Services, L.L.C., and iPayment are relying on this Guaranty in entering into the Agreement.

Signature)	_, An Individual	Print Name	Date
ognicalo	, An Individual	Timereal	Date
Signature		Print Name	Date

ASSOCIATION DISCLOSURE

Wells Fargo Bank, N.A. ("Bank") is the Member Bank (Acquirer) named in the Merchant Agreement.

The Bank's mailing address and phone number are:

Wells Fargo Bank, N.A. Map A0347-023 1200 Montego Way Walnut Creek, CA 94598

Phone number is: 1-925-746-4172

Important Member Bank Responsibilities:

- (a) The Bank is the only entity approved to extend acceptance of Association 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 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.

The Merchant's name, mailing address and phone	e number are:	
Merchant Name:		
Merchant Address:		
Merchant Phone:		
Some Important Merchant Responsibilities:		
 (a) Ensure compliance with Cardholder data secur (b) Maintain fraud and chargebacks below thresho (c) Review and understand the terms of the Merch (d) Comply with Association Rules. 	olds.	
The responsibilities listed above <u>do not supersede</u> Merchant understands some important obligations of the Merchant's principal owner or authorized offithis document and that Merchant must be (and hat the time it is signed (which Merchant must respectively) executed by Merchant (and Merchant Agreement)	of each party. This Disclosure particer, which signature confirms that has been) provided with an executerian) as well as a copy of the	age must be dated and signed by nat he/she has reviewed a copy of uted copy of this Disclosure page
Sales Representative Name:		
Merchant's Signature	Merchant's Printed Name	
Title	Date	