

MERCHANT APPLICATION AND AGREEMENT

North/North

Agent Code

Merchant #

Sales Rep Signature: _____

Print Sales Rep Name:

Sales Rep Phone #:



CardCoN1603(ia)		BUSINESS INFORMATION				CardCoN1603(ia)	
Legal Name of Business:		Business Open Date:		State in which papers were filed:		Type of Business:	
DBA Name:		Types of goods or services sold:					
Mailing Billing Address:							
City, State, Zip:		Have you ever accepted Visa, MasterCard or Discover? <input type="checkbox"/> Yes <input type="checkbox"/> No (If yes, attach a previous processing statement)					
Contact Name and Title:		Name of Processor:					
Phone:		Fax:		Current length of ownership:		# of Locations:	
Email Address:		Average Monthly Volume VS/MC/DSVR:		Average Ticket Amount VS/MC/DSVR:		High Ticket Amount VS/MC/DSVR:	
Website Address: http://		\$		\$		\$	
Street Address IF Different:		Swiped %		Face to Face %			
City, State, Zip:		Keyed w/imprint %		MOTO (mail order) %			
Country:		Keyed w/out imprint %		Internet %			
Contact Name:		TOTAL 100%		TOTAL 100%			
Phone:		Products / Services are delivered in: TOTAL = 100%					
Fax:		0-7 days % 8-14 days % 15-30 days % over 30 days %					
Do you use any third party to store, process or transmit cardholder data? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, give name/address:		Have you ever had a bankcard relationship terminated? <input type="checkbox"/> Yes <input type="checkbox"/> No					
Please identify any Software used for storing, transmitting, or processing Card transactions or authorization reports:		If yes, list reason:					
		Date of Termination:					
		Seasonal Sales: <input type="checkbox"/> Yes <input type="checkbox"/> No High Volume Months:					
OWNERS / OFFICERS INFORMATION (Partnership Must Reflect 51% or More Ownership)							
<input type="checkbox"/> Sole Proprietor <input type="checkbox"/> LLC <input type="checkbox"/> Partnership <input type="checkbox"/> LP <input type="checkbox"/> Corporation <input type="checkbox"/> Other: Choose							
Name (as it appears on your income tax return)			FEDERAL TAX ID # (as it appears on your income tax return)			<input type="checkbox"/> I certify that I am a foreign entity/nonresident alien. (If checked, please attach IRS Form W-8.)	
NOTE: Failure to provide accurate information may result in a withholding of merchant funding per IRS regulations. (See Part IV, Section A.4 of your Program Guide for further information.)							
1. Name:		Title:		Social Security #:			
Current Residence Address:		City, State, Zip:		Phone #:			
Previous Residence Address:		City, State, Zip:		Date of Birth:		% of Ownership:	
2. Name:		Title:		Social Security #:			
Current Residence Address:		City, State, Zip:		Phone #:			
Previous Residence Address:		City, State, Zip:		Date of Birth:		% of Ownership:	
BANK ACCOUNT AND TRADE INFORMATION (Include a voided check when submitted)							
Bank and Branch Name:				Bank Contact:			
Phone #:		Routing #:		Account #:		Date Opened Acct.:	
Trade Name:		Products Purchased:		Contact:		Phone #:	
Trade Name:		Products Purchased:		Contact:		Phone #:	

PIN Debit (Must complete only one of the following fees if PIN Debit is selected)													
Bundled PIN Debit (191, Key 0-593) \$ _____ OR Unbundled PIN Debit (018, Key 0-590, Key 0-593) \$ _____ (plus the applicable network fees)					PIN Debit Declined Transaction Fee: (42R) \$ _____								
Bundled Debit Package													
Card Type		Transaction Fee		Discount		Card Type		Transaction Fee		Discount			
PIN/Non-PIN						Non-PIN							
<input type="checkbox"/> Regulated		(28K)	\$ _____	(27I)	_____ %	<input type="checkbox"/> Regulated		(28C)	\$ _____	(27D)	_____ %		
<input type="checkbox"/> Unregulated		(124)	\$ _____	(120)	_____ %	<input type="checkbox"/> Unregulated		(28G)	\$ _____	(27G)	_____ %		
<input type="checkbox"/> Combined		(124)	\$ _____	(120)	_____ %	<input type="checkbox"/> Combined		(28G)	\$ _____	(27G)	_____ %		
Tiered Pricing (Select One)													
		Discount Fee		Transaction Fee				Discount Fee		Transaction Fee			
MC Qualified Credit		(800)	_____ %	(001, 002)	\$ _____	Visa Qualified Non-PIN Debit		(854)	_____ %	(134, 135)	\$ _____		
MC Mid-Qualified Credit		(810)	_____ %	(611, 612)	\$ _____	Visa Mid-Qualified Non-PIN Debit		(874)	_____ %	(144, 145)	\$ _____		
MC Non-Qualified Credit		(820)	_____ %	(621, 622)	\$ _____	Visa Non-Qualified Non-PIN Debit		(864)	_____ %	(154, 155)	\$ _____		
MC Qualified Non-PIN Debit		(850)	_____ %	(130, 131)	\$ _____	Discover Qualified Credit		(170)	_____ %	(015, 016)	\$ _____		
MC Mid-Qualified Non-PIN Debit		(870)	_____ %	(140, 141)	\$ _____	Discover Mid-Qualified Credit		(990)	_____ %	(717, 718)	\$ _____		
MC Non-Qualified Non-PIN Debit		(880)	_____ %	(150, 151)	\$ _____	Discover Non-Qualified Credit		(994)	_____ %	(721, 722)	\$ _____		
Visa Qualified Credit		(804)	_____ %	(005, 006)	\$ _____	Discover Qualified Non-PIN Debit		(964)	_____ %	(787, 788)	\$ _____		
Visa Mid-Qualified Credit		(814)	_____ %	(615, 616)	\$ _____	Discover Mid-Qualified Non-PIN Debit		(968)	_____ %	(791, 792)	\$ _____		
Visa Non-Qualified Credit		(824)	_____ %	(625, 626)	\$ _____	Discover Non-Qualified Non-PIN Debit		(978)	_____ %	(795, 796)	\$ _____		
Flat Rate													
		Discount	Transaction Fee			Discount	Transaction Fee			Discount	Transaction Fee		
MC Qual Credit (800)		%	(001, 002) \$	Visa Qual Credit (804)		%	(005, 006) \$	Discover Network Qual Credit (170)		%	(015, 016) \$		
MC Qual Non-PIN Debit (850)		%	(130, 131) \$	Visa Qual Non-PIN Debit (854)		%	(134, 135) \$	Discover Network Qual Non-PIN Debit (964)		%	(787, 788) \$		
<input type="checkbox"/> Dues & Assessments (273, 274, 234, 237)		<input type="checkbox"/> Billback		Non-Qualified Surcharge Fee (excluding interchange pass-through fees, see Section 18.1) Applies to Non-qualified MC, Visa, Discover Credit and American Express and/or Non-PIN Debit Transactions. (30D) _____ %									
■ Pass Through Interchange — Includes Dues and Assessments. You will be charged the applicable interchange rate from MasterCard, Visa or Discover, plus a MasterCard Assessment Fee (273) of .11%, a Visa Assessment Fee (274) of .11%, or a Discover Assessment Fee (234) of .105%, plus any other fees indicated on this Service Fee Schedule. (MC Assessment Fee (237) when transaction is equal to \$1,000 or more will be assessed an additional 0.02% per transaction.)													
Sales Credit & Non-PIN Debit Trans. Fee \$ _____ (001, 002, 005, 006, 015, 016, 130, 131, 134, 135, 787, 788)				Discount (Based on Gross Sales Vol.)				Discount (Based on Gross Sales Vol.)		Discount (Based on Gross Sales Vol.)			
		MC Qual Credit (800)		%		Visa Qual Credit (804)		%		Discover Qual Credit (170)		%	
		MC Qual Non-PIN Debit (850)		%		Visa Qual Non-PIN Debit (854)		%		Discover Qual Non-PIN Debit (964)		%	
<input type="checkbox"/> Gross Interchange MC (560), Visa (550) or Discover (529)													
CardCoN1603(ia)		AUTHORIZATION AND TRANSACTION FEES									CardCoN1603(ia)		
ACH Batch Fee (227)				\$ 0. /batch		Gateway Item Fee (03R, 04R, 06I, 07I)				\$ 0. /each			
American Express Authorization EDC Fee (10P, 10Q)				\$ 0. /each		Voice Authorization Fee (10B, 10E, 10K)				\$ /each			
JCB Authorization EDC Fee (10M, 10N)				\$ 0. /each		Voice Response Unit (VRU) Fee (10A, 10D, 10J)				\$ /each			
MC, Visa, Discover Network Auth Fee (10A, 10D, 10J)				\$ 0. /each									
OTHER FEES													
Gateway Set-up Fee (31X)				\$ (one time fee)		Regulatory Product Monthly Fee (35I)				\$ 3.50 /month			
Chargeback Fee (205, 725)				\$ 20.00 /each		TIN/TFN Blank or Invalid Fee (181)				\$ /as applicable			
Retrieval Fee (26A, 262)				\$ 7.50 /each		PCI Non-Compliance Monthly Fee				\$ 19.95			
Early Cancellation Fee				\$ 750.00 /each		Application Fee (Non-Refundable) (247)				\$			
Merchant Club Fee _____ initials to accept (sales tax may apply)				\$ /each		Miscellaneous Fee (31J)				\$			
Minimum Processing Fee (954)				\$ 25.00 /each		Wireless Access Fee (399)							
Monthly Gateway Fee (31Z)				\$ /each		Fee Per TID \$ _____ x # of TIDs _____ =				\$			
Statement Fee (323)				\$ /each		Annual Membership Fee* (294)				\$			
All other card association fees are passed thru at cost – NABU, APF, connectivity, & usage. *Billed on anniversary of account keyed date.													

Merchant Acceptance – Each person signing below agrees to the terms and conditions stated in the front and back of this agreement and certifies that all information provided in the application is true, correct and complete. Each signer authorizes CardConnect and/or the Member Bank or any agent of the Member Bank, to make whatever inquiries CardConnect and/or the Member Bank deem appropriate to investigate, verify, or research references, statements or data, including personal credit reports for the purpose of this application. Merchant understands this agreement shall not take effect until Merchant has been approved by CardConnect and/or the Member Bank and a merchant number is issued.

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 CardConnect 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 me 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. I authorize and direct CardConnect and AXP 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 the Agreement and materials welcoming it, either to AXP’s program for CardConnect to perform services for AXP or in AXP’s standard Card acceptance program, which has different servicing terms (e.g., different speeds of pay). I understand that if the entity does not qualify for the CardConnect servicing program, the entity may be enrolled in AXP’s standard Card acceptance program, and the entity may terminate the 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 Agreement.

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, or processing and acceptance of transactions in certain jurisdictions pursuant to 31 CFR Part 500 et seq. and other laws enforced by the Office of Foreign Assets Control (OFAC).

Client certifies, under penalties of perjury, that the federal taxpayer identification number and corresponding filing name provided herein are correct.

X _____ **#1 from Application (Signature)** _____ **Date** _____ **X** _____ **#2 from Application (Signature)** _____ **Date** _____

For All Corporations – Corporate Resolution

The indicated officer(s) identified in numbers 1 and/or 2 have the authorization to execute the Merchant Processing Agreement on behalf of the here within named corporation.

X _____
Corporate Officer (Signature) **Title** **Date**

TELECHECK ACH AUTHORIZATION

ACH Debit and Credit Authorization: Client authorizes its Financial Institution to pay and charge to its account by electronic fund transfer the amount due TeleCheck and/or TRS under this Agreement and to accept all credits and debits made to its account by electronic fund transfer as a result of TeleCheck's and/or TRS' services. This authorization shall remain in effect until thirty days after revoked in writing.

X		
Authorized Signature on TeleCheck Account for ACH	Name/Title	Date

Personal Guarantee – if applicable

By signing below, signer(s) unconditionally guarantee(s) to the Processor and its successors and assigns the full and prompt payment when due of all its obligations of every kind and nature of Merchant arising directly or indirectly out of the Agreement and/or the TeleCheck / TRS Services Agreement or any document or agreement executed and delivered by Merchant in accordance with the terms of the Agreement. The undersigned further agrees to pay to the Processor all expenses including attorney fees and court costs) paid or incurred by the Processor in collecting such obligations and in enforcing this Guaranty.

X _____ **#1 from Application (Signature)** _____ **Date** _____ **X** _____ **#2 from Application (Signature)** _____ **Date** _____

(CardConnect)

Application Approved By: **X** _____

Signature	Title	Date

(Bank) Application Approved By: **X**

PROCESSOR INFORMATION: Name: CardConnect
 Address: 1000 Continental Drive, Suite 600, King of Prussia, PA 19406
 URL: www.cardconnect.com Customer Service #: 1-877-828-0720

Please read the Program Guide in its entirety. It describes the terms under which we will provide merchant processing Services to you.

From time to time you may have questions regarding the contents of your Agreement with Bank and/or Processor or the contents of your Agreement with TeleCheck. The following information summarizes portions of your Agreement in order to assist you in answering some of the questions we are most commonly asked.

1. **Your Discount Rates are assessed** on transactions that qualify for certain reduced interchange rates imposed by MasterCard and Visa. Any transactions that fail to qualify for these reduced rates will be charged an additional fee (see Section 18 of the Program Guide).
2. **We may debit your bank account** from time to time for amounts owed to us under the Agreement.
3. **There are many reasons why a Chargeback may occur.** When they occur we will debit your settlement funds or settlement account. For a more detailed discussion regarding Chargebacks see Section 10 of Card Processing Operating Guide or see the applicable provisions of the TeleCheck Services Agreement.
4. **If you dispute any charge or funding,** you must notify us within 60 days of the date of the statement where the charge or funding appears for Card Processing or within 30 days of the date of a TeleCheck transaction.
5. **The Agreement limits our liability to you.** For a detailed description of the limitation of liability see Section 20 of the Card Processing General Terms; or Section 20 of the TeleCheck Services Agreement.
6. **We have assumed certain risks** by agreeing to provide you with Card processing or check services. Accordingly, we may take certain actions to mitigate our risk, including termination of the Agreement, and/or hold monies otherwise payable to you (see Card Processing General Terms in Section 23, Term; Events of Default and Section 24, Reserve Account; Security Interest), (see TeleCheck Services Agreement in Sections 1.3 and 12), under certain circumstances.
7. **By executing this Agreement with us** you are authorizing us and our Affiliates to obtain financial and credit information regarding your business and the signers and guarantors of the Agreement until all your obligations to us and our Affiliates are satisfied.
8. **The Agreement contains a provision** that in the event you terminate the Agreement early, you will be responsible for the payment of an early termination fee as set forth in Part IV, A.3 under "Additional Fee Information" and Section 1 of the TeleCheck Services Agreement.

9. Card Organization Disclosure

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

The Bank's mailing address is 1200 Montego Way, Walnut Creek, CA 94598, and its phone number is (925) 746-4143.

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 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/opregulations.html>.
- g) You may download "MasterCard Regulations" from MasterCard's website at: <http://www.mastercard.com/us/merchant/support/rules.html>.

Print Client's Business Legal Name: _____

By its signature below, Client acknowledges that it has received the complete Program Guide [version CardCoN1603(ia)] consisting of 37 pages (including this confirmation), Interchange Qualification Matrix (version IQM.MVD.SI2.I or _____), and Interchange Schedule (collectively the "Agreement").

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

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

Client's Business Principal:

Signature (Please sign below):

X

Title

Date

Please Print Name of Signer