

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 Under 50k

- ☐ Moneris Card Acceptance Form
- ☐ Business license or other proof of business existence [i.e. federal or provincial license, vendors permit...]
- ☐ Void check/letter from financial institution confirming bank details
- ☐ Previous processing statements [if processed at another institution]
- ☐ MOTO/Internet 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.

Merchant Documents Required Over 50k

- ☐ Moneris Card Acceptance Form
- ☐ Business license or other proof of business existence [i.e. federal or provincial license, vendors permit...]
- ☐ Void check/ letter from financial institution confirming bank details
- ☐ Previous processing statements [if processed at another institution]
- ☐ MOTO/Internet 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.
- ☐ 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:** 1-310-321-5410
- **Email:** applications@ecenow.com

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

Information we require from you, the merchant:
[Please complete & sign the attached application]

Merchant Business Details

Company Legal Name [Numbered; Incorporated; Limited Company]:		
Operating As Name [Same as DBA (Doing Business As Name)]:		
Note: Cardholder Statement will reflect the "Operating As Name" as above. <i>[For cardholder statement: not to exceed 23 characters including Customer Service Telephone Number]</i>		
Location Address [P.O. Boxes are not accepted]:		
City:	Province:	Postal Code:
Location Telephone #:	Customer Service Telephone #:	
[] - #	[] -	
Email Address:		
Web Address:		

Head Office or Alternate Address Details:		
<input type="checkbox"/> Billing Address		
Address:		
City:	Province:	Postal Code:

Processor History:	
Previous Processor:	Other:
Business Name Processed Under:	Reason For Leaving:

Method Of Selling [Percentage must equal 100%]:	
Type	Percentage [%]
Direct Selling [Face to Face / Card Present]	
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:		
Date Of Birth [yyyy-mm-dd]:	Percentage Of Ownership:	
	%	
Have You Ever Filed For Bankruptcy? <input type="checkbox"/> Yes <input type="checkbox"/> No		

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:		
Date Of Birth [yyyy-mm-dd]:	Percentage Of Ownership:	
	%	
Have You Ever Filed For Bankruptcy? <input type="checkbox"/> Yes <input type="checkbox"/> No		

PRODUCTS AND SERVICE INFORMATION

Services You Are Applying For:

<input checked="" type="checkbox"/> CAD Currency Visa and/or MasterCard Note: If you apply for CDN only, you will still be able to accept orders from US cardholders	<input checked="" type="checkbox"/> USD Currency Visa and/or MasterCard [Requires a USD Bank Account]
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CAD Currency Visa / MasterCard Pricing Information [if selected above]

Visa Merchant Discount Rate [MDR] % of Gross Deposits	%
MasterCard Merchant Discount Rate [MDR] % of Gross Deposits	%
Monthly Visa Volume [\$]	\$
Monthly MasterCard Volume [\$]	\$
Average Ticket Size [\$]	\$
Maximum Ticket Size	\$
Minimum Monthly MDR	\$

USD Currency Visa / MasterCard Pricing Information [if selected above]

Visa Merchant Discount Rate [MDR] % of Gross Deposits	%
MasterCard Merchant Discount Rate [MDR] % of Gross Deposits	%
Monthly Visa Volume [\$]	\$
Monthly MasterCard Volume [\$]	\$
Average Ticket Size [\$]	\$
Maximum Ticket Size	\$
Minimum Monthly MDR	\$

CAD Visa / MasterCard Transaction Fees [If Applicable]:

Visa Transaction Fee	\$
Visa Assessment Fee	0.01 %
Cross-Border Fee [Visa Only]	0.10 %
Visa Refund Fee	\$
Visa Non-Qualified Fee*	%
MasterCard Transaction Fee	\$
MasterCard Assessment Fee	0.064 %
MasterCard Cross-Border Assessment Fee	0.30 %
MasterCard Refund Fee	\$
MasterCard Non-Qualified Fee*	%
American Express / JCB Transaction Fee	\$
American Express / JCB Refund Fee	\$

* The Visa Non-Qualified Fee and/or the MasterCard Non-Qualified Fee will apply to any Visa transaction and/or MasterCard transaction, respectively that is not a standard consumer transaction including but not limited to corporate card transactions, international card transactions and premium card transactions.

USD Visa / MasterCard Transaction Fees [If Applicable]:

Visa Transaction Fee	\$
Visa Assessment Fee	0.01 %
Cross-Border Fee [Visa Only]	0.10 %
Visa Refund Fee	\$
Visa Non-Qualified Fee**	%
MasterCard Transaction Fee	\$
MasterCard Assessment Fee	0.095 %
MasterCard Cross-Border Assessment Fee	0.30 %
MasterCard Refund Fee	\$
MasterCard Non-Qualified Fee**	%
American Express / JCB Transaction Fee	\$
American Express / JCB Refund Fee	\$

** The Visa Non-Qualified Fee and/or the MasterCard Non-Qualified Fee will apply to any Visa transaction and/or MasterCard transaction, respectively that is not a standard consumer transaction including but not limited to corporate card transactions, international card transactions and premium card transactions.

OFI Cardplan Information [If you have a merchant number please provide here]:

American Express / JCB OR If you wish to apply for American Express [CDN] please check here:	Merchant Number: <input type="text"/> <input type="checkbox"/>
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Account Fees:

Set-up Fee [one time fee per Currency Account]	\$
Monthly Fee [per currency account]	\$
NSF Fee / Return Fee	\$

Security Features [e-commerce]:

3D Secure	\$ 0.15 /tran
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Merchant Tax Information:

GST Tax #:	
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Other Credit Card Fees:

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 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;
- if we provide U.S. dollar VISA services to, you will be bound by and will follow the Canadian Terms and Conditions of your Moneris VISA Merchant Agreement;
- if we provide U.S. dollar MasterCard services to you, you will be bound by and will follow 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;
- 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 5.00% 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:

"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 5th 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 1 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 days and 1 day in arrears of when we receive your Transaction Records.]
- Section 9[a] of the U.S. Agreement shall be deleted and replaced with the following:

"Except as otherwise provided herein, notice 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 agreements when you receive them as your acceptance of these agreements 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;
- each officer of your business who has signed this agreement has the authority to do so;
- 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;
- each person whose information on this Moneris Card Acceptance Form authorizes us to use his/her 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;

AGREEMENTS AND SIGNATURES [CONTINUED]

- 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:	
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]

* On behalf of Moneris Solutions Corporation and Royal Bank of Canada and Bank of Montreal where applicable

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.

Client and Guarantor agree that, if and when either Client or Guarantor fails to pay any amount as provided in the Agreement or in any other agreement between PROCESSOR and Client (or any principal of Client), or fails to satisfy any liability or to fulfill any obligation thereunder promptly when required (collectively, an "Unpaid Obligation"), PROCESSOR shall have the right, at any time and following notice to Client and Guarantor, at PROCESSOR's sole discretion either (i) to set-off and apply against the Unpaid Obligation any sums at any time credited by or owing from PROCESSOR to Guarantor sufficient to satisfy the Unpaid Obligation or any portion thereof; or (ii) to make demand upon Guarantor for immediate payment of the Unpaid Obligation or portion thereof, with which demand Guarantor immediately shall comply. The rights and remedies of PROCESSOR hereunder are in addition to other rights and remedies (including, without limitation, other rights of set-off) that PROCESSOR may have, and Guarantor agrees that the terms of this Intervention by Guarantor shall take precedence in the event of any conflict between the terms of this Intervention by Guarantor and the terms of any other agreement, including any agreement between PROCESSOR and Guarantor.

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.

If Guarantor is a corporation, limited liability company or any other entity other than an individual, the individual signing this Schedule on behalf of Guarantor represents and warrants that he or she has authority and hereby intends to bind the Guarantor to the obligations set forth herein and shall be personally liable for such obligations in the event he or she subsequently is alleged or determined not to have such authority or intent.

Signature of the Guarantor [Principle]: _____

Dated: _____

Printed Name _____

Date: _____

Name and Title [If Guarantor is a company]: _____

MOTO / INTERNET MERCHANT 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. What percentage do you sell to Business % Consumers %
4. 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)
5. What percentage of refunds (to your total monthly sales) is usual? _____ %. How many days does a refund usually take: _____ days
6. Do you refund 100% of the purchase price? ☐ Yes ☐ No, if "No" please provide further details: _____
7. Describe in detail products/services sold (Use *separate sheet if necessary*). _____
8. When do you charge the customer? ☐ Shipment/Completion of service ☐ Order
9. In the case where a product is shipped, is the shipment traceable? ☐ Yes ☐ No. Is a delivery receipt requested? ☐ Yes ☐ No
10. Please state the normal "turnaround time" from when you receive the order to the customer receiving the goods/service: _____ days.
11. 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? \$ _____
12. Where is your product warehoused? Address _____ City _____ State/Zip _____
13. Do you own the product/inventory at the time of sale? ☐ Yes ☐ No
14. 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*

15. How do you advertise? (Catalogs, magazines, TV, Internet, etc. List all that apply).

16. Who enters credit card information into the processing system? ☐ Consumer ☐ Fulfillment Center ☐ Merchant ☐ Other _____
17. Is your processing seasonal (mild fluctuations can be answered as "No")? ☐ Yes ☐ No If "YES" Please tick the Busiest Months:
☐ Jan ☐ Feb ☐ Mar ☐ Apr ☐ May ☐ June ☐ Jul ☐ Aug ☐ Sept ☐ Oct ☐ Nov ☐ Dec
18. Do you take payments for memberships, subscriptions or packages? ☐ Yes ☐ No. If "Yes", please provide the usual breakdown of transactions (by % of total sales) and their respective price points:

Membership/Subscription Period	Package (i.e. 10 credits or 5 passes)	Price Point (\$)	Percentage of Sales (%)
Weekly <input type="checkbox"/>		\$	%
Monthly <input type="checkbox"/>		\$	%
Quarterly <input type="checkbox"/>		\$	%
Annually <input type="checkbox"/>		\$	%
Other <input type="checkbox"/>		\$	%
19. If packages or memberships are sold, what is the average amount of time it takes a customer to use up their packages? _____
20. If memberships or subscriptions are sold, how do you manage the recurring payments? ☐ Optimal's RB Module ☐ Other _____
21. Do you capture **Consumer Billing Address (AVS)** on ANY of your transactions? ☐ Yes ☐ No.
22. If YES, in the case where there is NO AVS MATCH, would you like us to decline the transaction or send you the response so that you can make the appropriate decision? ☐ Decline ☐ Send Response
23. Do you capture **CVV (Card Validation Value)** from back of card) on ANY of your transactions? ☐ Yes ☐ No
24. If YES, in the case where there is NO CVV MATCH, would you like us to decline the transaction or send you the response so that you can make the appropriate decision? ☐ Decline ☐ Send Response
25. Do you perform **VBV/MCSC** (Verify by Visa/MasterCard Secure Code) with ANY of your transactions today? ☐ Yes ☐ No.
26. If NO, are you interested in implementing this fraud mitigation tool through Optimal Payments? ☐ Yes ☐ No