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135 Crossways Park Drive North, Suite A100  
Woodbury, NY 11797  
800-267-2256

## MERCHANT PROCESSING APPLICATION

Authorization Network: <b>Visanet</b>	Application Date:
Settlement Network: <b>TSYS</b>	Contractor Name:
Settlement Bank: <b>Merrick Bank</b>	Association:
Application ID:	Expedite Processing

### GENERAL INFORMATION

Ownership Type: <input type="checkbox"/> Corporation <input type="checkbox"/> LLC <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Prop <input type="checkbox"/> Non Profit/Tax Exempt (fed form 501C) <input type="checkbox"/> Other		
<b>CORPORATE INFORMATION</b>		
Must correspond with IRS filing name		
Legal Business Name		
Mailing Address		
City	State	Zip
Phone	Fax	
Federal Tax ID	<input checked="" type="checkbox"/> I certify that I am providing authorization for the electronic issuance of IRS form 1099.	Customer Service Phone
Corp Contact Name	Title	Web Site
Email		Loc Contact Name Title
Existing Axia Merchant? <input type="checkbox"/> Yes <input type="checkbox"/> No	Current MID#	Business Open Date Length of Current Ownership
General Comments		

### OWNER(S) / OFFICER(S) and TRADE REFERENCE

OWNER / OFFICER (1)	Percentage Ownership: %	OWNER / OFFICER (2)	Percentage Ownership: %	TRADE REFERENCE (1)	
Full Name		Full Name		Business Name	
Title		Title		Contact Person	
Address		Address		Phone	Acct#
City		City		City	State
State	Zip	State	Zip	TRADE REFERENCE (2)	
Phone	Fax	Phone	Fax	Business Name	
Email		Email		Contact Person	
SSN		SSN		Phone	Acct#
Date of Birth		Date of Birth		City	State

### GENERAL UNDERWRITING PROFILE

Business Type: <input type="checkbox"/> Retail <input type="checkbox"/> Restaurant <input type="checkbox"/> Lodging <input type="checkbox"/> MOTO <input type="checkbox"/> Internet <input type="checkbox"/> Grocery	HIGH VOLUME MONTHS (check all that apply) <input type="checkbox"/> Jan <input type="checkbox"/> Feb <input type="checkbox"/> Mar <input type="checkbox"/> Apr <input type="checkbox"/> May <input type="checkbox"/> Jun <input type="checkbox"/> Jul <input type="checkbox"/> Aug <input type="checkbox"/> Sep <input type="checkbox"/> Oct <input type="checkbox"/> Nov <input type="checkbox"/> Dec
Products / Services Sold	
Return Policy	
Days Until Product Delivery	

### CREDIT CARD UNDERWRITING PROFILE

Monthly Volume \$	METHOD OF SALES (total must equal 100%)	% OF PRODUCTS SOLD (total must equal 100%)	<b>BANK DISCLOSURE</b>  Merrick Bank 135 Crossways Park Drive North, Suite A100, Woodbury, NY 11797 800-267-2256  Important Bank Responsibilities 1. Merrick Bank is the only entity approved to extend acceptance of VISA products directly to a Merchant 2. Merrick Bank must be a principal (signor) to the Merchant Agreement. 3. Merrick Bank is responsible for educating Merchants on pertinent VISA Operating Regulations with which Merchants must comply. 4. Merrick Bank is responsible for and must provide settlement funds to the Merchant. 5. Merrick Bank is responsible for all funds held in reserve that are derived from settlement.  Important Merchant Responsibilities 1. Ensure compliance with cardholder data security and storage requirements. 2. Maintain fraud and chargebacks below thresholds. 3. Review and understand the terms of the Merchant Agreement. 4. Comply with VISA Operating Regulations.  The responsibilities listed above do not supersede terms of the Merchant Agreement and are provided to ensure the Merchant understands some important obligations of each party and that the VISA Member - Merrick Bank - is the ultimate authority should the Merchant have any problems.  Merchant Signature: Date:
Average Ticket \$	Card Present Swiped	% Direct to Consumer	
Highest Ticket \$	Card Present Imprint	% Direct to Business	
Discount Paid <input type="checkbox"/> Monthly <input type="checkbox"/> Daily	Card Not Present (Keyed)	% Direct to Government	
Current Processor	Card Not Present (Internet)	%	

### ACH BANK (MUST INCLUDE PRINTED CHECK OR BANK LETTER FOR EACH ACCOUNT)

Bank Name	Contact	Phone
	City	State Zip
DEPOSITORY ACCOUNT	ROUTING #	ACCOUNT #
FEES ACCOUNT	ROUTING #	ACCOUNT #

CARD TYPES ACCEPTED		DISCOUNT %	RATE STRUCTURE
<input checked="" type="checkbox"/> Visa	<input checked="" type="checkbox"/> MasterCard	_____ %	
QUALIFICATION EXEMPTIONS (IF APPLICABLE) DISCOUNT % PLUS			

START UP FEES		AUTHORIZATION FEES		MONTHLY FEES		MISCELLANEOUS FEES	
Application	\$	Visa/MC/JCB/DISC & Batch	\$	Statement	\$	Annual File Fee	\$
Equipment	\$	American Express	\$	Monthly Minimum	\$	Chargeback	\$
Expedite	\$	ARU & Voice Authorization	\$	Debit Access	\$	Data Breach Insurance	\$ 6.95/mo
Reprogramming	\$	Wireless	\$	EBT Access	\$	REGULATORY & ASSOCIATION FEES	
Training	\$	PIN DEBIT FEES		Gateway Access	\$	Visa Misuse/Integrity Fees	\$ Cost
Wireless Activation	\$	Pin Debit Authorization	\$	Wireless Access	\$	FANF/NABU/APF/Base II	\$ Cost
Tax (CA only)	\$	Pin Debit Discount %	%	Online Reporting	COMPLIMENTARY	IRS 650W Reporting	\$
TOTAL	\$	EBT FEES		MERCHANT REFERRAL PROGRAM			
How do you want to handle start up fees?		EBT Authorization \$		Any successful referrals will result in \$100 credit to Merchants bank account provided on Page 1. Visit <a href="https://axiapayments.com/merchantreferralprogram">axiapayments.com/merchantreferralprogram</a> for details.			
<input checked="" type="checkbox"/> ACH - Merchant Drafted by Axia		EBT Discount %					
				Referral Business #1	Owner/Officer	Phone #	

CARD TYPE	REQUEST	EXISTING ACCOUNT NUMBER
Am Ex	<input type="checkbox"/> New	Discount Rate:
Am Ex	<input type="checkbox"/> Existing	SE#
Disc/JCB	<input type="checkbox"/> New	Discount Rate & Structure is same as Visa/MC

TERMINAL/SOFTWARE TYPE (1)		QTY	PROVIDER <input type="checkbox"/> Axia <input type="checkbox"/> Merchant		TERMINAL PROGRAM <input type="checkbox"/> Visanet Terminal Capture <input type="checkbox"/> Visanet Host Capture <input type="checkbox"/> AMEX / PIP <input type="checkbox"/> Retail <input type="checkbox"/> Restaurant <input type="checkbox"/> MOTO <input type="checkbox"/> Hotel <input type="checkbox"/> AVS <input type="checkbox"/> Server # <input type="checkbox"/> Invoice # <input type="checkbox"/> Split Dial <input type="checkbox"/> Autoclose: <input type="checkbox"/> Tips <input type="checkbox"/> Purchasing Cards <input type="checkbox"/> CVV				
TERMINAL APPLICATION / VERSION NUMBER									
PINPAD (1)		QTY	PROVIDER <input type="checkbox"/> Axia <input type="checkbox"/> Merchant						
TERMINAL/SOFTWARE TYPE (2)		QTY	PROVIDER <input type="checkbox"/> Axia <input type="checkbox"/> Merchant		TERMINAL PROGRAM <input type="checkbox"/> Visanet Terminal Capture <input type="checkbox"/> Visanet Host Capture <input type="checkbox"/> AMEX / PIP <input type="checkbox"/> Retail <input type="checkbox"/> Restaurant <input type="checkbox"/> MOTO <input type="checkbox"/> Hotel <input type="checkbox"/> AVS <input type="checkbox"/> Server # <input type="checkbox"/> Invoice # <input type="checkbox"/> Split Dial <input type="checkbox"/> Autoclose: <input type="checkbox"/> Tips <input type="checkbox"/> Purchasing Cards <input type="checkbox"/> CVV				
TERMINAL APPLICATION / VERSION NUMBER									
PINPAD (2)		QTY	PROVIDER <input type="checkbox"/> Axia <input type="checkbox"/> Merchant						

**Please explain your billing / delivery policy**

1. Does your organization have a store front location? ☐ Yes ☐ No

2. Are orders received and processed at business location? ☐ Yes ☐ No

3. Where is inventory housed? \_\_\_\_\_ Do you own the product/inventory? ☐ Yes ☐ No

4. Are any of the following aspects of your business outsourced to other companies? *(Check all that apply and list name of company)*

☐ Customer Service \_\_\_\_\_ ☐ Product Shipment \_\_\_\_\_ ☐ Handling of Returns \_\_\_\_\_

5. By what methods do sales take place? (i.e. Internet, trade shows, etc.) \_\_\_\_\_ Are sales done: ☐ Locally ☐ Nationally

6. If product / service delivery requires recurring billing, please explain available billing options:

☐ MONTHLY ☐ QUARTERLY ☐ SEMI-ANNUALLY ☐ ANNUALLY

7. Please explain your billing/ delivery policy and to what percentage each applies. Total must equal 100%

\_\_\_\_\_ % FULL PAYMENT UP FRONT WITH \_\_\_\_\_ DAYS UNTIL PRODUCT / SERVICE DELIVERY

\_\_\_\_\_ % PARTIAL PAYMENT REQUIRED UP FRONT WITH \_\_\_\_\_ % AND WITHIN \_\_\_\_\_ DAYS UNTIL FINAL PRODUCT / SERVICE DELIVERY.

\_\_\_\_\_ % PAYMENT RECEIVED AFTER PRODUCT / SERVICE IS PROVIDED

*Internet accounts must have the following on their websites: (1) Complete description of goods or services offered (2) Delivery standards (3) Return / Refund policy described in full. (4) Security method for the transmission of payment data (SSLA Secured 128 bit) (5) Privacy policy (6) Contact information (must match merchant application).*

## IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

### CERTIFICATION AND AGREEMENT

By signing below, the Merchant named: (1) certifies to Axia that he/she is authorized to sign this Agreement; (2) certifies that all information and documents submitted in connection with this Application are true and complete; (3) authorizes Bank or its agent to verify any of the information given, including credit references, and to obtain credit reports (including a spouse if in a community property state); (4) has read, agreed to, and acknowledges receipt of the terms and conditions of the Merchant Processing Agreement, attached hereto and incorporated herein by reference. The terms and conditions of this Application constitute the entire integrated Merchant Processing Agreement by and between Merchant, Axia and Bank; (5) agrees that Merchant and each transaction submitted to Bank will be bound by the Agreement in its entirety; and (6) agrees that Merchant will submit transactions to Bank only in accordance with the information in this Application and will immediately inform Axia, in writing at the address above if any information in this Application changes. The Agreement will become effective only when signed by Axia and, when applicable, Bank. Merchant further acknowledges that, as used in this paragraph, "Bank" means the banking institution identified at the top of the first page of this document as the Settlement Bank.

By signing below, I represent that the information I have provided on the Application is complete and accurate and I authorize American Express Travel Related Services Company, Inc (American Express) to verify the information on this Application and to receive and exchange information about me, including, requesting reports from consumer reporting agencies. If I ask American Express whether or not a consumer report was requested, American Express will tell me, and if American Express received a report, American Express will give me the name and address of the agency that furnished it. I understand that upon American Express' approval of the business entity indicated above to accept the American Express Card, the Terms and Conditions for American Express Card Acceptance ("Terms and Conditions") will be sent to such business entity along with a Welcome Letter. By accepting the American Express card for the purchase of goods and/or services, you agree to be bound by the Terms and Conditions.

In WITNESS WHEREOF, the parties hereto have executed this Agreement as of this day \_\_\_\_\_

By: **X** \_\_\_\_\_  
Merchant Principal or Corporate Officer

By: **X** \_\_\_\_\_  
Merchant Principal or Corporate Officer

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

Accepted by Bank: By: \_\_\_\_\_

Accepted by Axia: By: \_\_\_\_\_

### PERSONAL GUARANTY

In consideration of Bank and Axia's acceptance of the Agreement, the undersigned Guarantor (jointly and severally if more than one) unconditionally guarantees the performance of all obligations of Merchant to Bank and Axia under the Agreement, and payment of all sums due thereunder, and in the event of default, hereby waives notice of default and agrees to indemnify Bank and Axia for all funds due from Merchant pursuant to the terms of the Agreement. This is a guaranty of payment and performance and not of collection, and in no case will Axia be required to attempt collection from Company or pursue any other remedy or action before collection from Guarantor. Guarantor waives any and all rights of subrogation, reimbursement or indemnity derived from Merchant and all other rights and defenses available to Guarantor under applicable law, including California Civil Code Sections 2787 to 2856, inclusive (or any similar surety ship laws), and further waives any and all rights, defenses or notices arising by reason of any modification or change in the terms of the Agreement whatsoever, including, without limitation, the renewal, extension, acceleration, or other change in the time any payment or other performance thereunder is due, and/or any change in any interest or discount rate or fee thereunder. Guarantor confirms that Guarantor, collectively or individually, is an officer or shareholder to the Merchant and party to the Agreement, and unconditionally and specifically authorizes the Bank, or its authorized agent, to debit any overdue fees, costs, chargebacks, fines, penalties, expenses or obligations under the Agreement and/or any contractual relationship with Bank or Axia from any personal checking account or other account owned or controlled by Guarantor, and further to report any default hereunder on Guarantor's personal Credit Bureau Report. Guarantor agrees to pay all costs and expenses of whatever nature, including attorneys' fees and other legal expenses, incurred by or on behalf of Bank or Axia in connection with the enforcement of this Guaranty. Guarantor further acknowledges that, as used in this paragraph, "Bank" means the banking institution indicated at the top of the first page of this document.

**X** \_\_\_\_\_, An Individual \_\_\_\_\_  
Date  
\_\_\_\_\_  
Print Name

**X** \_\_\_\_\_, An Individual \_\_\_\_\_  
Date  
\_\_\_\_\_  
Print Name

**\*\*EARLY TERMINATION:** If Company cancels this Agreement during the term or any agreed upon extension terms, applicable termination fees shall be due Axia. See Article IV, Section 4.04 of the attached terms and conditions for additional details.

### SITE INSPECTION INFORMATION *(To be completed by Sales Rep)*

Location Type: ☐ Retail Store ☐ Office ☐ Industrial ☐ Residence ☐ Trade ☐ Other \_\_\_\_\_

Merchant: ☐ Owns ☐ Leases

Landlord Name \_\_\_\_\_

Landlord Phone \_\_\_\_\_

Comments \_\_\_\_\_

Other (please describe) \_\_\_\_\_

Does business appear legitimate? ☐ Yes ☐ No

Is business open and operating? ☐ Yes ☐ No

Is site photo included with this application? ☐ Yes ☐ No

Are Visa, MasterCard, and Discover decals visible? ☐ Yes ☐ No

Is inventory sufficient for Business Type? ☐ Yes ☐ No

Any mail/telephone order sales activity? ☐ Yes ☐ No

Are good and services delivered at time of sale? ☐ Yes ☐ No

By signature below, signatory verifies that (i) he/she inspected the Business Premises; and (ii) the information stated in the Agreement is correct, to the best of his/her knowledge and is represented by his/her company.

Sales Representative - Signature

Sales Representative - Printed Name

Date