

# **Merchant Application Instructions**

**Please read the following instruction in order to get fast approval and to avoid delays to your merchant application.**

- Please complete sections 1, 2, 4 & 6 to the best of your knowledge. Fields that you are not sure about leave blank please don't type N/A.
- Pages 1 & 2 need to Initial by the owner.
- Fields 3, 5 & 7 are for office use only, Please leave those blank.
- Fields 8 & 9 need to be signed by the owner, If there are 2 owners both of them need to sign (there is room for 2 signatures).
- Please sign the confirmation page (last Page)

**In addition to the application please send us a copy of the following items, if you are missing one of the documents or all of them we can still process the application, these documents are not required but will help to approve the application process faster:**

- Voided check Or Bank letter
- One of the following documents: Business licenses, Article of Incorporation, LLC paper, DBA or a Sellers Permit
- One of the following documents: Driver licenses, ID or passport
- One of following: Website or marketing materials

Fax the complete 3 pages application along with the above documents to: **800-956-1278**

Attn: application department or email back or fax back to your agent.

For any questions please contact you sales rep or your agent.

We are looking forward to serve you and thank you for your business.





DBA Name: \_\_\_\_\_ Pricing Type: \_\_\_\_\_ Loc. \_\_\_\_\_ of \_\_\_\_\_

**(7) FLAT RATE / IC PLUS / TIER PRICING SCHEDULE (cont'd)**

| <b>Tiered Pricing: (Select One)</b> |               |                     |                                      |               |                     |
|-------------------------------------|---------------|---------------------|--------------------------------------|---------------|---------------------|
|                                     | Discount Fee  | Transaction Fee     |                                      | Discount Fee  | Transaction Fee     |
| MC Qualified Credit                 | (800) _____ % | (001, 002) \$ _____ | Visa Qual 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) \$ _____ |

| <b>Flat Rate</b>            |          |                     |                               |          |                     |   |          |                     |
|-----------------------------|----------|---------------------|-------------------------------|----------|---------------------|---|----------|---------------------|
|                             | Discount | Transaction Fee     |                               | Discount | Transaction Fee     |   | Discount | Transaction Fee     |
| MC Qual Credit (800)        | _____ %  | (001, 002) \$ _____ | Visa Qual Credit (804)        | _____ %  | (005, 006) \$ _____ | Disc. 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) \$ _____ |

Dues & Assessments (273, 274, 6AC)  Billback

**Non-Qualified Surcharge Fee** (excluding interchange pass-through fees, see Section 18.1)  
Applies to Non-qualified MC, Visa & Discover Credit and/or Non-PIN Debit Transactions. (30D, 20B) \_\_\_\_\_ %

**Pass Through Interchange — Includes Dues and Assessments. You will be charged the applicable interchange rate from MasterCard (560), Visa (550), or Discover (529) plus a MasterCard Assessment Fee (273) of .11%, a Visa Assessment Fee (274) of .0925%, or a Discover Assessment Fee (6AC) of .0925%, plus any other fees indicated on this Service Fee Schedule.**

| Sales Credit & Non-PIN Debit Transaction 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) | _____ %                              |

**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) \$ \_\_\_\_\_

See Part IV A.3 of the Program Guide for early termination fees.

**(8) AGREEMENT APPROVAL**

The statements made in this Merchant Processing Application and Agreement are true. Client acknowledges having received and read a copy of the Program Guide (which includes terms and conditions for each of the services, Operating Procedures, Third Party Agreements and a Confirmation Page), and Merchant Processing Application (consisting of Sections 1-9) as modified from time to time in accordance with the provisions of this Agreement, and agrees to be bound by all provisions as printed therein. Client hereby consents to receiving commercial electronic mail messages from us from time to time. Client further agrees that Client will not accept more than 20% of its card transactions via mail, telephone or Internet order. However, if your Application is approved based upon contrary information stated in the Provide More Business Data section above, you are authorized to accept transactions in accordance with the percentages indicated in that Section. This signature page also serves as the signature page to the Equipment Lease Agreement appearing in the Third Party Section of the Program Guide, if selected, the undersigned Client being the "Lessee" for purposes of such Equipment Lease Agreement.

By signing below, each of the undersigned authorizes us and our Affiliates to request and obtain from a consumer reporting agency, personal and business consumer reports. If the Application is approved, each of the undersigned also authorizes us and our Affiliates to obtain subsequent consumer reports in connection with the maintenance, updating, renewal or extension of the Agreement. Each of the undersigned furthermore agrees that all references, including banks and consumer reporting agencies, may release any and all personal and business credit financial information to us and our Affiliates. Each of the undersigned authorizes us and our Affiliates to provide amongst each other the information contained in this Merchant Processing Application and Agreement and any information received from all references, including banks and consumer reporting agencies. It is our policy to obtain certain information in order to verify your identity while processing your account application.

I further acknowledge and agree that I will not use my 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.

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 First Data Merchant Services Corporation 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 First Data Merchant Services Corporations 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 sent the Agreement and materials welcoming it, either to AXP's program for First Data Merchant Services Corporations 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 First Data Merchant Services Corporation servicing program, which 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.

THIS MERCHANT PROCESSING APPLICATION AND AGREEMENT HAS BEEN EXECUTED ON BEHALF OF AND BY THE AUTHORIZED MANAGEMENT OF CLIENT AS OF THE EFFECTIVE DATE.

Client's Business Principal: (Please sign below)

**X** Signature \_\_\_\_\_

Print Name \_\_\_\_\_ Date: \_\_\_\_\_

Title:  Pres.  V.P.  Member L.L.C.  Owner  Partner  Other: \_\_\_\_\_

**X** Signature \_\_\_\_\_

Title:  Pres.  V.P.  Member L.L.C.  Owner  Partner  Other: \_\_\_\_\_

**(PROCESSOR): For First Data Merchant Services Corporation and Wells Fargo Bank, N.A.**

**X** Signature \_\_\_\_\_

Print Name \_\_\_\_\_ Date: \_\_\_\_\_

GenISOWF1305(ia) **(9) PERSONAL GUARANTY** GenISO1305(ia)

In exchange for First Data Merchant Services Corporation and Wells Fargo Bank, N.A.'s acceptance of, as applicable, the Agreement and/or the Equipment Lease Agreement, the undersigned unconditionally guarantees performance of the Client's obligations under the foregoing Agreements, and payment of all sums due thereunder, and in the event of default, hereby waives notice of default and agrees to indemnify the other parties for any and all amounts due from Client under any of the foregoing Agreements. I understand that this is a Guaranty of payment and not of collection and that Wells Fargo Bank N.A. and First Data Merchant Services Corporation are relying upon this Guaranty in entering into, as applicable, the Agreement and the Equipment Lease Agreement.

Signature (Please sign below):

Signature (Please sign below):

**X** \_\_\_\_\_, an individual **X** \_\_\_\_\_, an individual

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 and/or its affiliate, TRS. 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 Sections 1.17 and 1.28 of the TeleCheck/TRS Services Agreement; or Section 6.11 of the TRS 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/TRS Services Agreement in Sections 1.1, 1.3.2, 1.3.9, 1.5.2, 1.5.7, 1.7.2, 1.7.10, 1.8.2, 1.8.8, 1.9, and 1.10) (see Section 6.4 of the TRS Services Agreement), 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 1.38 of the TeleCheck/TRS Services Agreement.
9. **If you lease equipment from Processor,** it is important that you review Section 1 in Third Party Agreements. **THIS IS A NON-CANCELABLE LEASE FOR THE FULL TERM INDICATED.**

#### 10. Association 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 Visa and MasterCard 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 Association thresholds.
- c) Review and understand the terms of the Merchant Agreement.
- d) Comply with Association rules.

Print Client's Business Legal Name: \_\_\_\_\_

By its signature below, Client acknowledges that it has received the complete Program Guide [version GenISOWF1305(ia)] consisting of 42 pages (including this confirmation).

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