

MERCHANT APPLICATION



Merchant # _____

New Location Additional Location

3025 S. Parker Road • Suite 610 • Aurora, CO 80014

Tel: 303-872-1300 • Fax: 303-872-1399 • www.epaydata.com

ISO# 11317

▶ Business Information

Legal Name:			Name of Account (Doing Business As):		
Legal Address:			Physical Street Address (No P.O. Box):		
City:	State:	Zip:	City:	State:	Zip:
Phone #: ()	Contact:	DBA Phone #: ()			
Must Choose One Mailing Address: <input type="checkbox"/> DBA Address <input type="checkbox"/> Legal Address		E-Mail Address:		Website Address: www.	
Federal Tax #	# of Locations	Years in Business	Years Owned Business		
Place of Legal Formation:			Country of Primary Business Operations:		
Bank Reference:			Contact:	Phone #: ()	

▶ Owners or Officers • Individual Ownership Must be Equal to or Greater than 50%

Name:	Title:	Date of Birth:	Applicant's SS #:	% Equity Ownership:	
Residence Address:		City:	State:	Zip:	# Years:
US Government Issued ID#:	Type of ID:	Expiration Date:	Country of Citizenship (if not US):	Home Phone: ()	
Name:	Title:	Date of Birth:	Applicant's SS #:	% Equity Ownership:	
Residence Address:		City:	State:	Zip:	# Years:
US Government Issued ID#:	Type of ID:	Expiration Date:	Country of Citizenship (if not US):	Home Phone: ()	

▶ Business Profile

Type of Ownership: Sole Proprietor Assoc/Estates/Trusts Joint Venture Government Corporation (Privately Traded) Corporation (Publicly Traded) Medical or Legal Corp Partnership Tax Exempt Org Single Member LLC Multi Member LLC Civic Assoc Limited Partnership Political Org Other: _____

Type of Goods or Services Sold: _____ SIC Code: _____

Do you currently accept Discover ® Network/Visa/Mastercard? Yes No
(If yes, you should submit 3 current months' statements.) Name of Current Processor: _____

Has Merchant or any associated principal disclosed below filed Yes No Date: _____
bankruptcy or been subject to involuntary bankruptcy? Yes No

▶ Sales Profile

Merchant Type:	Discover Network/Visa/MasterCard Sales Profile (Be Accurate):
<input type="checkbox"/> Retail	Card Swipe %
<input type="checkbox"/> Restaurant	Manual Key Entry with Imprint, Card Present %
<input type="checkbox"/> Lodging	Mail Order/Telephone %
<input type="checkbox"/> Service	Internet %
<input type="checkbox"/> Internet	Total = 100%
<input type="checkbox"/> Home Based	
<input type="checkbox"/> Other	

▶ Business Trade Suppliers • List Two

Name:	Address:	Contact:	Phone #: ()
Name:	Address:	Contact:	Phone #: ()

▶ Merchant Site Survey Report • To Be Completed by Sales Representative

Merchant Location: Retail Location with Store Front Office Building Internet Residence Other _____
Area Zoned: Commercial Industrial Residential Square Footage: 0-250 251-500 501-2,000 2,001+

Does the amount of inventory and merchandise on shelves and floor appear consistent with this type of business? Yes No
If No, explain: _____

The Merchant: Owns Leases the Business Premises Landlord Name & Phone #: _____

Further Comments by Inspector (Must Complete) _____

I hereby verify that this application has been fully completed by merchant applicant and that I have physically inspected the business premises of the merchant at this address and the information stated above is true and correct to the best of my knowledge and belief.

Verified and Inspected by: _____ Office #: _____ Representative #: _____ Representative Signature: _____ Date: _____

X **X**

Discover Network / Visa / Mastercard Standard Retail / High Risk Retail Rates

Merchant Chooses to accept the following:
 VS/MC Discount (Other Cards) Discount Rate: _____ %
 VS/MC Discount Rate for Debit Cards: _____ %
 Discover Network Card Discount Rate: _____ %
 AMEX Discount Rate: _____ %

Fees

VS/MC Transaction Fee: _____ Per Item
 Non-Bankcard Transaction Fee: _____ Per Item
 Statement Fee: _____ Monthly
 VIMAS Online Service: _____ Monthly
 Monthly Minimum: _____ Monthly
 Annual Fee: _____ Per Year
 Debit Transaction Fee Plus Network Fees: _____ Per Item
 EBT Transaction Fee: _____ Per Item
 EBT Statement Fee: _____ Monthly
 Batch Fee: _____ Per Batch
 Manual Imprinter: QTY: _____ One Time
 Chargeback Fee: _____ Per Item
 ACH Reject Fee: \$25.00 Per Item
 Retrieval Fee: \$5.00 Per Item
 Voice Authorization Fee: \$0.95 Per Call
 Gateway Access Fee: _____ Monthly
 AVS Surcharge: _____ Per Item
 Early Termination Fee: _____ One Time
 Others (please specify): _____

Mail / Phone / Internet / Touchtone Rates

Merchant Chooses to accept the following:
 VS/MC (Other Cards) Discount Rate: _____ %
 VS/MC Debit Card Discount Rate: _____ %
 Discover Network Card Discount Rate: _____ %
 AMEX Rate: \$5.95 Monthly

Fees

VS/MC Transaction Fee: _____ Per Item
 Non-Bankcard Transaction Fee: _____ Per Item
 Statement Fee: _____ Monthly
 VIMAS Online Service: _____ Monthly
 Monthly Minimum: _____ Monthly
 Annual Fee: _____ Per Year
 MOTO/Internet Surcharge: _____ Per Item
 AVS Surcharge: _____ Per Item
 Batch Fee: _____ Per Batch
 Manual Imprinter: QTY: _____ One Time
 Chargeback Fee: _____ Per Item
 ACH Reject Fee: \$25.00 Per Item
 Retrieval Fee: \$5.00 Per Item
 Voice Authorization Fee: \$0.95 Per Call
 Gateway Access Fee: _____ Monthly
 Early Termination Fee: _____ One Time
 Others (please specify): _____

1) I/We understand and agree to the following: that my/our discount rate as stated above will be charged on all electronically authorized payment card transactions that are in batches closed daily (qualified rate);
 2) and that all payment card transactions that do not meet the requirements stated in number 1 above may be charged up to 2.19% + .10¢ higher than my/our discount rate. Discover Network/Visa/Mastercard business transactions may be charged up to 2.19% + .10¢ above qualified rate
 Do you use a third party to process or transmit Cardholder data? Yes No. Give name/address:(examples include, but not limited to hosting companies, shopping carts, Loyalty Programs, Electronic Data Capture) Please identify any Software used for storing transmitting or processing Card Transactions or Authorization requests _____

Merchant Benefits Club

Yes, I want to participate in the optional Merchant Benefits Club which includes equipment support and replacement for an additional \$14.99 per terminal/peripheral per month. Initials: X

American Express

By signing below, I represent that I have read and am authorized to sign and submit this application on behalf of the entity above and all information I have provided herein is true, complete, and accurate. I authorize American Express Travel Related Services Company, Inc. ("American Express") to verify the information in this application and receive and exchange information about me personally, including by requesting reports from consumer reporting agencies. I authorize and direct American Express to inform me directly, or through the entity above, of reports about me that American Express has requested from consumer reporting agencies. Such information will include the name and address of the agency furnishing the report. I understand that upon American Express' approval of the 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 entity along with a Welcome Letter. 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 Terms and Conditions.

CHECK ONE: Retail - \$0.10 Trans Fee + 0.30% CNP Downgrade Services, Wholesale & All Other - \$0.15 Trans Fee

Signature: X

Date:

Debit/Credit Authorization • Include a voided check or bank letter verifying bank account information.

Merchant authorizes Processor or Bank to present Automated Clearing House credits, Automated Clearing House debits, wire transfers, or depository transfer checks to and from the following account and to and from any other account for which Processor or Bank are authorized to perform such functions under the Merchant Processing Agreement, for the purposes set forth in the Merchant Processing Agreement. This authorization extends to such entries in said account concerning lease, rental or purchase agreements for POS terminals and/or accompanying equipment and/or check guarantee fees and amounts due for supplies and materials. This Automated Clearing House authorization cannot be revoked until all Merchant obligations under this Agreement are satisfied, and Merchant gives Cynergy Data written notice of revocation.

DDA:
INVESTIGATIVE CONSUMER REPORT: An investigative or consumer report may be made in connection with application. MERCHANT authorizes BANK or any of its agents to investigate the references provided or any other statements or data obtained from MERCHANT, from any of the undersigned individual credit or financial responsibility. You have a right, upon written request, to a complete and accurate disclosure of the nature and scope of the investigation requested.

ABA Routing:

AVERAGE TICKET SIZE: _____

AVERAGE MONTHLY VOLUME: _____

Each person certifies that the average ticket size and sales volume indicated is accurate and agrees that any transaction or monthly volume that exceeds either of the above amounts could result in delayed and/or withheld settlement of funds. Also, see paragraphs 4c and 13b of the MERCHANT Processing Agreement regarding suspension and termination of MERCHANT.

IMPORTANT NOTICE: All information contained in this application was completed, supplied and/or reviewed by the undersigned Merchant. Processor shall not be responsible for any change in printed terms unless specifically agreed to in writing by an officer of Processor and/or Harris, N.A., Chicago, IL. By signing below you are agreeing to the provisions stated within this merchant application, on the reverse side (the Merchant Agreement) and acknowledge receipt of the merchant operating guide. Those provisions must be read before signing. By signing below, you agree to the terms on the front and back of this MERCHANT Processing Agreement and the merchant operating guide.

Individual Guaranty • No Titles

As a primary inducement to Processor and Bank to enter into this Agreement, the undersigned Guarantor(s), by signing this Agreement, jointly and severally, unconditionally and irrevocably, personally guarantee the continuing full and faithful performance and payment by Merchant of each of its duties and obligations to Processor and Bank under this Agreement or any other agreement currently in effect or in the future entered into between Merchant or its principals and Processor or Bank, as such agreements now exist or are amended from time to time, with or without notice. Guarantor(s) understands further that Processor or Bank may proceed directly against Guarantor(s) without first exhausting their remedies against any other person or entity responsible to it or any security held by Processor and Bank or Merchant. This guarantee will not be discharged or affected by the death of the undersigned, will bind all heirs, administrators, representatives and assigns and may be enforced by or for the benefit of any successor of Processor and Bank. Guarantor(s) understand that the inducement to Processor and Bank to enter into this agreement is consideration for the guaranty, and that this guaranty remains in full force and effect even if the Guarantor(s) receive no additional benefit from the guaranty.

AGREED AND ACCEPTED

X
 #1 From Application - Signature _____ Date _____

X
 #2 From Application - Signature _____ Date _____

For All Businesses • Business Resolution

The indicated officer(s) identified in numbers 1 and/or 2 below have the authorization to execute the MERCHANT Processing Agreement on behalf of the here within named business. **MERCHANT UNDERSTANDS THAT THIS AGREEMENT SHALL NOT TAKE EFFECT UNTIL MERCHANT HAS BEEN APPROVED BY BANK AND A MERCHANT NUMBER IS ISSUED.**

Print Legal Name of Merchant Business _____

X
 #1 From Application - Signature _____ Date _____

X
 #2 From Application - Signature _____ Date _____

X
 Accepted by Processor _____ Date _____

X
 Accepted by Harris, N.A., Chicago, IL. _____ Date _____

Member Bank (Acquirer) Information

Acquirer Name: Harris, N.A.

Acquirer Address: 150 N. Martingale Road, Suite 900, Schaumburg, IL 60173

Acquirer Phone: 847-240-6600

Important Member Bank (Acquirer) Responsibilities

- 1. A Visa / MasterCard Member is the only entity approved to extend acceptance of Visa / MasterCard products directly to a Merchant.
2. A Visa / MasterCard Member must be a principal (signer) to the Merchant Agreement.
3. The Visa / MasterCard Member is responsible for educating Merchant on pertinent Visa / MasterCard Operating Regulations with which Merchant must comply.
4. The Visa / MasterCard Member is responsible for and must provide settlement funds to the Merchant.
5. The Visa / MasterCard Member is responsible for all funds held in reserve that are derived from settlement.

Merchant Information

Merchant Name: _____

Merchant Address: _____

Merchant Phone: _____

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 / MasterCard Operating Regulations.

The responsibilities listed above do not supercede terms of the Merchant Agreement and are provided to ensure the Merchant understands some important obligations of each party and that the Visa / MasterCard Member (Acquirer) is the ultimate authority should the Merchant have any problems.

Merchant Signature _____ Date _____

Merchant's Printed Name and Title _____