



4213 State Street, Third Floor  
 Santa Barbara, CA 93110  
 1-888-571-0299  
 Fax 1-866-696-9641

Merchant # \_\_\_\_\_  
 Agent Name \_\_\_\_\_ Agent # \_\_\_\_\_  
 Agent Phone \_\_\_\_\_ Agent Director \_\_\_\_\_

## MERCHANT APPLICATION

### BUSINESS NAMES

|  |   |   |   |
|--|---|---|---|
| Merchant's Legal Business Name (for Sole Proprietorships, enter Principal's name): |   | "Doing Business As" Name (this name will appear on customer's receipt): |   |
| Legal Mailing Address:   | <input type="checkbox"/> Is this a residence? | Business Address / Physical Street Address (no P.O. Boxes):             | <input type="checkbox"/> Is this a residence? |
| City, State, Zip:  |   | City, State, Zip:   | County:                                       |
| Business Telephone:<br>( )   | Contact Name:                                 | Business Website (required for Trinity Program):<br>www.                |   |
| Customer Service Phone:<br>( )   | Business Fax:<br>( )                          | Business Owner's E-Mail (required)                                      |   |

### MERCHANT PROFILE

|   |   |  |
|---|---|--|
| <b>Type of Ownership:</b> <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> LLC <input type="checkbox"/> Non-Profit<br><input type="checkbox"/> Gov't <input type="checkbox"/> Tax-Exempt <input type="checkbox"/> Trust/Estate/Assn. <input type="checkbox"/> Legal/Medical Corp. <input type="checkbox"/> Other _____ |   |  |
| <b>Specific Types of Product(s) or Service(s) Sold:</b>   |   | <b>SIC Code:</b>                       |
| <b>Maximum Monthly Volume</b>   | <b>Average Ticket</b>   | <b>High Ticket</b>                     |
| \$ _____  | \$ _____  | \$ _____                               |
| <b>Has Applicant ever accepted credit cards?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No Name of Processor:<br>Former Merchant #(s): _____   |   |  |
| <b>Has Applicant ever had a previous credit card processor terminate its merchant account?</b><br><input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, by whom? _____<br>Explanation for prior closure (attach additional pages if necessary)   |   |  |
| <b>Merchant's Return Policy:</b> <input type="checkbox"/> Refund w/in 30 days <input type="checkbox"/> Exchange Only <input type="checkbox"/> None<br><input type="checkbox"/> Other (specify): _____   |   |  |
| <b>Number of Days Until Product/Service is Delivered:</b> _____   | <b>Visa/MC/Discover sales transactions are settled:</b> <input type="checkbox"/> Order Date<br><input type="checkbox"/> Shipment Date <input type="checkbox"/> Other (specify): _____ |  |
| <b>Methods of Marketing:</b> (attach examples) <input type="checkbox"/> Newspaper <input type="checkbox"/> Magazine/Catalog <input type="checkbox"/> Internet<br><input type="checkbox"/> Direct Mail <input type="checkbox"/> Yellow Pages <input type="checkbox"/> TV / Radio <input type="checkbox"/> Outbound Telemarketing <input type="checkbox"/> None   |   |  |
| <b>Federal Tax ID Number</b> (9 digits) ( <input type="checkbox"/> SSN if Sole Proprietor): _____   |   | <b>Number of Locations:</b> _____      |
| <b>Depository Bank Name:</b> _____  |   | <b>Checking Account # (DDA):</b> _____ |
| <b>ABA Routing #:</b> _____   |   | <b>Branch City/State:</b> _____        |
| <b>Contact Name:</b> _____  |   | <b>Phone #:</b> _____<br>( )           |

### VISA™ / MASTERCARD™ / DISCOVER® INFO

|   |  |   |
|---|--|---|
| <b>Merchant Type:</b><br><input type="checkbox"/> Retail <input type="checkbox"/> w/Tip<br><input type="checkbox"/> Service <input type="checkbox"/> Restaurant<br><input type="checkbox"/> Mail/Phone <input type="checkbox"/> Fast Food<br><input type="checkbox"/> Internet <input type="checkbox"/> QSR<br><input type="checkbox"/> Utility <input type="checkbox"/> Convenience<br><input type="checkbox"/> Public Sector <input type="checkbox"/> Lodging<br><input type="checkbox"/> Business-to-Business<br>(B2B _____% B2C _____%) |  | <b>Visa/MC/Discover Sales Profile:</b><br>Retail, Card Swiped: _____%<br>Retail, Manual Keyed: _____%<br>Internet: _____%<br>Mail/Phone Order _____%<br>TOTAL (must be 100%) _____% |
| <b>Mail, Telephone or Internet Sales:</b> Who performs product/service fulfillment?<br><input type="checkbox"/> Merchant <input type="checkbox"/> Vendor/Fulfillment House<br>Vendor/Fulfillment House Name: _____<br>Address: _____ Phone: ( ) _____   |  |   |
| <b>Does Merchant use third party to store, process or transmit cardholder data?</b><br><input type="checkbox"/> Yes <input type="checkbox"/> No<br>Third Party Name: _____<br>Address: _____ Phone: ( ) _____   |  |   |
| <b>Business Hours:</b> _____  |  | <b>Seasonal Months:</b> _____   |

### PRINCIPALS (Partners, Owners or Officers)

|  |               |                       |                         |   |
|--|---------------|-----------------------|-------------------------|---|
| <b>Name:</b>   | <b>Title:</b> | <b>Date of Birth:</b> | <b>Applicant's SS#:</b> | <b>Home Phone:</b>  |
| <b>1.</b>  |               |                       |                         | ( )   |
| <b>Residence Address:</b> <input type="checkbox"/> Own <input type="checkbox"/> Rent | <b>City:</b>  | <b>State:</b>         | <b>Zip:</b>             | <b>Years at this address:</b> % Equity Ownership: <b>Driver's Lic.#:</b> <b>St:</b> |
| <b>Name:</b>   | <b>Title:</b> | <b>Date of Birth:</b> | <b>Applicant's SS#:</b> | <b>Home Phone:</b>  |
| <b>2.</b>  |               |                       |                         | ( )   |
| <b>Residence Address:</b> <input type="checkbox"/> Own <input type="checkbox"/> Rent | <b>City:</b>  | <b>State:</b>         | <b>Zip:</b>             | <b>Years at this address:</b> % Equity Ownership: <b>Driver's Lic.#:</b> <b>St:</b> |

### BUSINESS TRADE SUPPLIER REFERENCE

|              |                        |                      |               |
|--------------|------------------------|----------------------|---------------|
| <b>Name:</b> | <b>Account Number:</b> | <b>Contact Name:</b> | <b>Phone:</b> |
|              |                        |                      | ( )           |

### MERCHANT SITE SURVEY REPORT (MUST Be Completed by Account Executive)

|  |
|--|
| <b>Type of Building:</b> <input type="checkbox"/> Retail Location with Store Front <input type="checkbox"/> Office Building <input type="checkbox"/> Residence <input type="checkbox"/> Other _____  |
| <b>Type of Zoning:</b> <input type="checkbox"/> Commercial <input type="checkbox"/> Industrial <input type="checkbox"/> Residential <b>Square Footage:</b> <input type="checkbox"/> 0-250 <input type="checkbox"/> 251-500 <input type="checkbox"/> 501-2,000 <input type="checkbox"/> 2001+ |
| <b>Does the amount of inventory and merchandise on shelves and floor appear consistent with this type of business?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No If No, explain in comments below.  |
| Further Comments by Inspector _____  |
| <b>I have verified the identification of the above-listed principal(s). Under penalty of perjury and accountability, I hereby certify that I personally conducted the premises inspection described above and hereby certify that this business is legitimate.</b>                           |
| Verified and Inspected by:<br>Account Executive (Print Name): _____ AE Signature: _____ Date: _____  |

### NON-CANCELABLE, NON-CONSUMER FINANCE LEASE (See Section 33 of the Program Guide)

|  |  |   |
|--|--|---|
| <b>Lease Term:</b> _____ Months<br>FDGL Annual Tax Handling Fee: \$10.20 | <input type="checkbox"/> Equipment Service Program \$4.95/mo (If applicable; see Guide)<br><input type="checkbox"/> Total Monthly Lease Charge \$ _____ w/o Tax. | <b>This is a non-cancelable lease for the full term indicated.</b><br><input type="checkbox"/> First Data Global Leasing <input type="checkbox"/> Other Lease (see separate agreement) Initials: <b>X</b> |
|--|--|---|

# MERCHANT ACCOUNT ORDER FORM *(Agent Must Fill Out Completely and Legibly)*

## NEW TERMINALS PROVIDED BY CARDPAYMENT SOLUTIONS

Equipment provided by CardPayment is new with quiet, fast thermal printing

Premium Superfast Solution:  VeriFone V<sup>X</sup>510 DualCom\* ( Use with IP?)

Premium Dialup Solution:  Hypercom T4210\*

Workhorse Solution:  Hypercom T4205

Super-Duty Wireless Solution:  Hypercom M4230 GPRS\*

Budget Solution:  Nurit 2085

Trinity Solution:  Web  Virtual Terminal  PhoneCharge

Other (Describe fully): \_\_\_\_\_ CPS Auth by: \_\_\_\_\_

If multiple quantities, please clearly note above after terminal name, and in Special Instructions.

## PINPADS FROM CARDPAYMENT FOR DEBIT SAVINGS

All PINPads provided by CardPayment are PCI PED security compliant. No other PINPads are available.

VeriFone Nurit PINPad 1000se  Hypercom P1300

Enable Internal PINPad (Only available on terminals marked with \* above)

## OTHER EQUIPMENT PROVIDED BY CARDPAYMENT

USB Card Reader for Trinity Virtual Terminal (Retail Account only)

Check Services Equipment: (Must submit Check Services Application)

Magtek  Magtek w/FIP11  IVI 3000  IVI 3000 w/P250

Credit Card Imprinter, Imprinter Plate and 100 Receipt Forms (\$50)

Other (Describe fully): \_\_\_\_\_ CPS Auth by: \_\_\_\_\_

PROVIDE BY:  LEASE (Note monthly payment for each item)  PURCHASE (CA merchants must pay sales tax)

Terminal(s): \$ \_\_\_\_\_ PINPad(s): \$ \_\_\_\_\_

Other(s) (list): \$ \_\_\_\_\_

Payment Method:  Credit Card (Call CPS to authorize)  Check (Call CPS to authorize)

(Any other method of payment must be pre-authorized by CPS. CPS Auth by: \_\_\_\_\_)

## TERMINAL CONFIGURATION

Retail  Restaurant  Multi-Merchant\*  MOTO

Cash Back\*\*  Server Numbers  GETI Checks\*\*  Hotel

Counter Tip+ OR  Restaurant Tip Line+  GETI Cards\*\*  Invoice Numbers

\*This is Merchant of \_\_\_\_\_. Clearly note name & MID number of Main Merchant in Special Instructions.

\*\*No surcharge allowed; Cash Back is available w/ PIN-Based Debit ONLY, not with credit cards.

+Counter Tip: For Retail (enter before swipe). Tip Line: For Service or Restaurants (tip line on receipt).

\*\* GETI Check Services or Gift/Loyalty cards require separate application.

Does Merchant want Automated Batch Transmission ("Autoclose")?

If so, what time? \_\_\_\_\_ AM  PM Time Zone: Pac Mtn Ctl Est Other \_\_\_\_\_

Does Merchant use a special dial-out prefix? If so, what number (8, 9, etc.) \_\_\_\_\_

Must be analog line, no rollovers or VOIP (NOTE: Broadband lines require IP terminals)

## EQUIPMENT SHIPPING (Separate charge for each terminal)

Ground (FREE)  2nd Day (\$40)  Overnight (\$75)

## SPECIAL INSTRUCTIONS (Be Clear): \_\_\_\_\_

## TERMINALS FOR CONVERSION ONLY

- Agent: 1. Write the terminal model number and other info below, after the brand name.  
2. Internal PINpads for terminals typically cannot be enabled unless listed left.  
3. A terminal may be obsolete; CardPayment will notify you of this.  
4. If there are multiple terminals for one account, please note on line.

Nurit \_\_\_\_\_ WAY Systems \_\_\_\_\_

• For Nurit terminals, note Serial Number: \_\_\_\_\_

• For Nurit terminals, note NOS version (call Tech Support for help) \_\_\_\_\_

• For Nurit wireless, note MAN and ESN Numbers: \_\_\_\_\_

VeriFone \_\_\_\_\_

• For Tranz 330, you must test Track; press "star" and 3 keys at the same time.

Write the number between the "E"s here: \_\_\_\_\_

• For Tranz 330 or 380, note external printer model number: \_\_\_\_\_

• For Omni 3730, restart terminal, note if 3730 or 3730LE: \_\_\_\_\_

Hypercom \_\_\_\_\_

• For T7 series, you must check memory. Press Function, then 3, then Enter.

Count the number of A and F letters and write here: \_\_\_\_\_

First Data FD \_\_\_\_\_ LinkPoint \_\_\_\_\_  Talento  Eclipse

Ingenico \_\_\_\_\_ For 5100 / 7780, do softkeys have "F" labels?  Yes  No

POS System\*: Make \_\_\_\_\_ Model \_\_\_\_\_ Version \_\_\_\_\_

PC Software\*: Vendor \_\_\_\_\_ Product \_\_\_\_\_ Version \_\_\_\_\_

Payment Gateway\*: Vendor \_\_\_\_\_ Product \_\_\_\_\_

\*For above POS, software or gateway, call CPS support for compatibility pre-check.

Other (Describe fully) \_\_\_\_\_

## FOR ANY MERCHANT ACCEPTING PIN-BASED DEBIT

External PINpads  Buy  Exchange

CPS will ship replacement PINpad with correct encryption only if Merchant's current PINpad is VeriFone 1000SE or Hypercom P1300 model (\$30 fee). Merchant's original PINpad must be received by CPS within 14 days or Merchant's account will be charged \$200 for cost of loaner PINpad. If merchant's current PINpad is a different model than above, merchant must purchase replacement PINpad to comply with PCI PED security requirements.

Internal PINpads  Buy  Exchange

CPS will ship loaner terminal (or terminal/PINpad set) (\$60 fee). When merchant's original terminal is returned to Merchant with correct encryption, loaner equipment must be received by CPS within 14 days or Merchant's account will be charged the retail price of the loaner terminal (up to \$1495). If Merchant's original terminal cannot be re-encrypted, Merchant must purchase replacement terminal to comply with PCI PED security requirements.

Accept all MasterCard, Visa and Discover Transactions (presumed unless any selections below are checked)

MasterCard Acceptance

VISA Acceptance

Accept MC Credit transactions only

Accept Visa Credit transactions only

Accept MC Non-PIN Debit transactions only

Accept Visa Non-PIN Debit transactions only

Discover Acceptance

See Section 1.9 of the Program

Accept Discover Credit transactions only

Guide for details regarding

Accept Discover Non-PIN Debit transactions only

limited acceptance.

Merchant agrees to all items on this page. Merchant Initials **X** \_\_\_\_\_

The undersigned, and each of them, if more than one, acknowledges and agrees that this Merchant Processing Application ("Application") is to obtain payment settlement services offered by Wells Fargo Bank, N.A. ("Bank"), a member of Visa USA, Inc. ("Visa") and MasterCard International, Inc. ("MasterCard"). In order for Merchant to obtain the settlement services described in this Application and as may be selected by Merchant (collectively and individually, as applicable, the "Services"), Merchant must agree to and accept the terms and conditions under which Bank and CardPayment Solutions (collectively, "Service" or "we" or "us") will agree to provide them. Discover is not a bank card network. Bank is not a sponsor of Discover transactions under this Agreement and is not a party to this Agreement insofar as it relates to Discover transactions. The provisions of this Agreement regarding Discover constitute an agreement solely between you and iPayment, Inc. By signing below, the undersigned Merchant (and each individual) hereby acknowledges and confirms that: a.) The terms and conditions that Merchant must agree to and accept to obtain the Services include the terms of this Application together with all terms contained in the Merchant Services Program Guide ("Program Guide") including any information or terms that are incorporated by reference in the Program Guide, and together contain the terms and conditions of the agreement for the Services (collectively the "Agreement"); b.) You understand that certain terms used in the Agreement (including this Application) are fully defined in the Program Guide, that you have received and reviewed this Agreement including all the documents and information which are incorporated herein by reference, (including the Program Guide which is also available for viewing and/or downloading from the Internet at: www.csiprocessing.com), that the Agreement sets out the terms and conditions under which Merchant may utilize the Services, and that You have an obligation to promptly contact CardPayment Solutions and/or the Bank regarding any questions pertaining to any portion of this Agreement; c.) Upon acceptance of this Agreement, it becomes a legally binding contract enforceable against Merchant and with respect to certain provisions, the individual executing this Agreement on behalf of Merchant, who is making certain representations and promises in his or her personal capacity. By signing below, the undersigned Merchant warrants and certifies that all information submitted under the Agreement (including the Application) is true, correct, and complete and understands that Bank and CardPayment Solutions will be relying on such information during the approval process, including in setting the applicable fees, rates, limits and all other terms and conditions. Merchant (and each individual) hereby authorizes Bank and/or CardPayment Solutions to obtain from third parties financial and credit information relating to Merchant (and each individual) in connection with their determination of whether to accept this Agreement and hereby grants Bank and/or CardPayment Solutions continuing authority to conduct credit checks and background investigations and inquiries concerning each of the undersigned including, but not limited to, financial, character and business references and Merchant's owner(s) (if Merchant is an entity). Each of the undersigned expressly authorizes Bank and/or CardPayment Solutions to request and obtain from Consumer Reporting Agencies (Bureaus) consumer and business reports. Each of the undersigned furthermore agrees that all references, including banks and Consumer Reporting Agencies, may release any and all personal and business credit and financial information to Bank and/or CardPayment Solutions. To help the government fight the funding of terrorism and money laundering activities, U.S. Federal law requires financial institutions to obtain, verify, and record certain identifying information from any business or individual seeking to open a new account. We are required to obtain this information no matter how the account is opened (e.g., by mail, phone, in-person, or online). We may ask to see your driver's license or other identifying documents. The information requested or obtained by us may include your: name; address (residence for individuals and place of business for non-individuals); date of birth (for individuals); US taxpayer identification number for US citizens or companies (for individuals this is usually a Social Security number); or other forms of government issued identification (for example, a passport or alien identification card) for non-US citizens. By signing below, you agree, understand and acknowledge that: a.) The Agreement will not take effect unless and until Merchant has been approved by Bank and CardPayment Solutions and Merchant is assigned and issued a Merchant Account Number; b.) Any alteration, strikeover, or modification to the preprinted text of this Application or any part of the Agreement shall be of no effect whatsoever and at Bank's and CardPayment Solutions' discretion may render the Agreement invalid; c.)

|  |                                    |   |                      |   |
|--|------------------------------------|---|----------------------|---|
| <b>V/MC/D Discount Rate:</b> _____ %   | <b>FEES</b>                        | Monthly Supplies (paper, ribbons, slips): | \$8.95 monthly + s/h | <b>Account Type</b><br><input type="checkbox"/> Retail<br><input type="checkbox"/> MOTO<br><small>A PCI compliance and data security fee will be assessed annually.</small> |
| <b>V/MC/D/A Transaction Fee:</b> _____ ¢ per item  |                                    | Account Maintenance & Statement:          | \$9.50 monthly       |   |
| <b>Accept Debit Cards?</b> <input type="checkbox"/> YES <input type="checkbox"/> NO .95% Debit Network Fee* <b>PLUS:</b> | Monthly Minimum:                   | \$25.00                                   |                      |   |
| <b>PIN-Based Debit Transaction Fee:</b> _____ ¢ per item   | Annual Compliance:                 | \$79.00                                   |                      |   |
| <b>Application &amp; Setup Fee \$195</b>   | iAccess Online Account Viewing:    | \$14.95 monthly                           |                      |   |
| <b>Mid Qual: Discount plus 1.29%</b>   | Voice Authorization:               | \$1.00 per item                           |                      |   |
| <b>Non Qual: Discount plus 1.59%</b>   | Batch Header:                      | 20¢ per batch                             |                      |   |
| Merchant Initials <b>X</b> _____   | Chargebacks or Retrievals:         | \$25.00 each                              |                      |   |
| IC/DA plus: _____ bp _____ ¢   | AVS (required for MOTO):           | 5¢ per transaction                        |                      |   |
| <small>Please attach IC proposal</small>   | Trinity Retail:                    | 5¢ per transaction                        |                      |   |
|  | Trinity Gateway:                   | \$8.00 per month                          |                      |   |
|  | Wireless Terminal Monthly Gateway: | \$18.00 per terminal                      |                      |   |

Existing American Express® (AXP) Merchant # \_\_\_\_\_  Are AXP transactions serviced and paid by  AXP **OR**  combined with Visa & MC payments?  
 New American Express Entitlement:  Discount Rate (from ESA QRC sheet): \_\_\_\_\_ % **OR**  Monthly Flat Fee: \$7.95 (AXP Direct only)  
 Transaction Fees: For Retail = + 10¢ per transaction + 0.30% CNP Downgrade; Restaurant = + 0.30% CNP Downgrade; Services, Wholesale for Services, Wholesale, all other = +15¢ per transaction  
 Monthly Gross Pay or  Daily Gross Pay Estimated Annual AXP Volume: \$ \_\_\_\_\_ Estimated Average AXP Ticket: \$ \_\_\_\_\_  
 Pay Frequency (AXP Direct only):  3 Day  15 Day  30 Day Upon approval by American Express (AXP), approval will be for standard program serviced by AXP or for full-service program supported by Merchant Service Provider. Fees disclosed above will be billed by AXP if merchant is under standard program. Merchant Initials **X** \_\_\_\_\_

Voyager (Need new Voyager account even for existing Voyager merchant)  Wright Express (WEX) (Need new separate WEX application even for existing WEX merchant)  Electronic Benefits Transfer (EBT) cards: State Issued # \_\_\_\_\_ CPS charges 30¢ per transaction for Voyager, Wright Express and EBT. The following fees will be passed through to merchant if applicable: VISA ACQ ISA, APF, Misuse of Authorization, Zero Floor Limit and International Acquiring Fees; MasterCard Acquirer Support, Cross Border, and NABU Fees; and Discover International Processing and Service Fees.

You must select and indicate the category of "Cards" you will accept on the Application and will collectively be referred to as "Cards". You acknowledge and agree that Merchant will be furnished with the services and products described and selected by Merchant in the Application (collectively and individually, as applicable, the "Services") and that Servicers will be the sole and exclusive provider of the Services to Merchant during the term of this Agreement; d.) If Merchant is approved, any cancellation by You of this Agreement within three (3) years from the date of approval or is terminated by Servicers due to an Event of Default by Merchant, will be subject to the applicable early termination fees and Merchant will be charged a fee for such early termination equal to (i) \$350.00 if terminated before completion of the first year of the Term; or (ii) \$250.00 if terminated after completion of the first year of the Term but prior to the end of the third year of the Term (See Section 22.1 of the Agreement - Program Guide). A PCI compliance and data security fee will be assessed to each Merchant annually, which amount will be determined by compliance and security requirements at the time of the fee assessment. If information is provided in the "American Express New Entitlement" section of the Application, then the following shall apply: By signing below, Merchant represents that Merchant has read and is authorized to sign and submit this Application on behalf of the above entity which agrees to be bound by the American Express® Card Acceptance Agreement ("AXP Agreement"), and that all information that Merchant has provided herein is true, complete, and accurate. Merchant authorizes iPayment 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 Merchant personally, including requesting reports from consumer reporting agencies, and disclose such information to their agent, subcontractors, Affiliates and other parties for any purpose permitted by law. Merchant authorizes and directs iPayment and AXP and AXP agents and Affiliates to inform Merchant directly, or through the entity above, of reports about Merchant that they have requested from consumer reporting agencies. Such information will include the name and address of the agency furnishing the report. If Merchant has applied on behalf of the entity for iPayment to perform all servicing functions for AXP acceptance, then Merchant further understands that upon AXP's approval of the entity to accept the AXP Card, the terms and conditions for American Express® Card Acceptance ("Terms and Conditions") will be sent to such entity along with welcome materials from iPayment. If Merchant has applied on behalf of the entity for AXP's direct servicing program, Merchant further understands that upon AXP's approval of the entity indicated above to accept the AXP Card, the terms and conditions for American Express® Card Acceptance ("Terms and Conditions") will be sent to such entity along with a Welcome Letter from AXP. Merchant further understands that if the entity does not qualify for the iPayment servicing program, that iPayment and AXP may enroll Merchant into the AXP direct servicing program, and the entity has the right to cancel such acceptance or servicing at any time. By accepting the AXP 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. If Merchant has selected (by checking the appropriate box on the Application) to receive products and/or services offered under one or more of the Third Party Agreements referenced in the Program Guide, they hereby acknowledge and agree that the executed Signature page of the Application shall also serve as a signature page for each of the respective Third Party Agreement(s) and further acknowledge that the Third Parties are relying upon the information contained on the Application all of which are incorporated by reference into the Third Party Agreements. Merchant authorizes CardPayment Solutions and Bank to share and exchange the information on the Application with the Third Parties and to provide a copy of the executed signature page to the respective Third Party, if requested.

IN WITNESS WHEREOF, the undersigned Merchant has duly executed this Agreement (including the Application) as of the date(s) indicated below, and hereby confirms that Merchant has received a complete copy of the Agreement, including a completed copy of this Application, consisting of pages one (1) through four (4), together with a copy of the Program Guide (the "Agreement").

Applicant/Merchant Legal Name \_\_\_\_\_  
**X** \_\_\_\_\_  
 Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_  
 APPROVED/ACCEPTED:  
 By: \_\_\_\_\_ Date: \_\_\_\_\_  
**Wells Fargo Bank, N.A. 1200 Montego Way, Walnut Creek, CA 94598**

Applicant/Merchant DBA Name \_\_\_\_\_  
 Print Name \_\_\_\_\_ Title \_\_\_\_\_  
 APPROVED/ACCEPTED:  
 By: \_\_\_\_\_ Date: \_\_\_\_\_  
**CardPayment Solutions (iPayment, Inc.) 4213 State Street, 3r Floor, Santa Barbara, CA 93110**

**CONTINUING PERSONAL GUARANTY PROVISION - PERSONAL GUARANTOR(S):**

Each signer below ("You" or "Your") agrees as follows. You, in Your individual capacity (even though You use a title or other designation with Your signature) unconditionally guarantee and promise to pay to Wells Fargo and CardPayment Solutions all indebtedness of the Applicant at any time arising under or relating to the Agreement, including the related application and any related agreements or instruments, and any First Data Lease if applicable as well as any extensions, modifications, or renewals thereof. You authorize the Wells Fargo and/or its agent(s) and CardPayment Solutions to investigate the individual business history of Applicant and each representative signing the Agreement, including Yourself, including investigative credit reports, in order to evaluate acceptability by Wells Fargo and CardPayment Solutions and if accepted, to conduct further investigations from time to time thereafter and to report credit information to others. The obligations hereunder are joint and several and independent of the obligations of the Applicant, and a separate action or actions may be brought and prosecuted against You whether action is brought against Applicant or any other person, or whether the Applicant or any other person is joined in any such action or actions. You acknowledge that this guaranty is absolute and unconditional, there are no conditions precedent to the effectiveness of this guaranty, and this guaranty is in full force and effect and is binding on You in Your individual capacity as of the date you sign this Application, regardless of whether Wells Fargo and CardPayment Solutions obtains collateral or any guaranties from others or takes any other action contemplated by You. As guarantor, You waive (i) presentment, demand, protest, notice of protest, and notice of nonpayment; (ii) any defense arising by reason of any defense of the Applicant or other guarantor; and (iii) the right to require Wells Fargo to proceed against Applicant or any other guarantor, to pursue any remedy in connection with the guaranteed indebtedness, or to notify You as guarantor of any additional indebtedness incurred by the Applicant, or of any changes in the Applicant's financial condition. You also authorize Wells Fargo and CardPayment Solutions, without notice or consent, to (a) extend, modify, compromise, accelerate, renew, or otherwise change the terms of the guaranteed indebtedness; (b) proceed against one or more guarantors without proceeding against the Applicant or another guarantor; and (c) release or substitute any part to the indebtedness or this guaranty. You represent and warrant to Wells Fargo and CardPayment Solutions that: (a) Wells Fargo and CardPayment Solutions has made no representation to You as to the creditworthiness of the Applicant; and (b) You have established adequate means of obtaining from the Applicant on a continuing basis financial and other information pertaining to Applicant's financial condition. You agree to keep adequately informed from such means of any facts, events or circumstances which might in any way affect Your risks hereunder, and You further agree that Wells Fargo and CardPayment Solutions shall have no obligation to disclose to You any information or material about the Applicant which is acquired by Wells Fargo and CardPayment Solutions in any manner. You acknowledge and agree that until all obligations subject to this guaranty shall have been paid in full, You shall have no right of subrogation, and You waive any right to enforce any remedy which Wells Fargo and CardPayment Solutions now has or may hereafter have against the Applicant or any other person, and waives any benefit of, or any right to participate in, any security now or hereafter held by Wells Fargo and CardPayment Solutions. You agree that this guaranty will be governed by California law; and shall benefit Wells Fargo, CardPayment Solutions and its successors and assigns. You understand that this is a Guaranty of payment and not of Collection and that Wells Fargo Bank, N.A. and CardPayment Solutions are relying on this Guaranty in entering into the Agreement.

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

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

**ATTENTION AGENTS: Please fill out application completely and legibly. DID YOU REMEMBER:**

**Disclosure Signed and Copies to Merchant** Visa and MasterCard require you to have the merchant read, fill out and sign the Association Disclosure form that is attached to the back of this application. Tear that Disclosure form off and submit to CSI along with the three front (white) pages of the Merchant Application. The blue copies of the Merchant Application and the Merchant copy of the Disclosure form must be given to the Merchant. Email scanned paperwork to [newaccounts@csiprocessing.com](mailto:newaccounts@csiprocessing.com) (or fax to 800-696-1305).

**Voided Check** CSI requires a voided business check from the account where the Merchant wants funds deposited. The check must be imprinted at the top with the Legal or DBA name and address of the Merchant as on the Application. Deposit slips are not acceptable. Unimprinted "starter" checks are not acceptable—if the Merchant's checking account is new, the Merchant must provide a letter from their bank (on bank letterhead and signed by a bank employee) identifying the Merchant's business by name and address and stating the bank's ABA routing number and the Merchant's checking account number.

**Business License** To approve an account, CSI requires a copy of Merchant's Business License, or an equivalent document from a third party confirming that the Merchant's business exists under the Legal or DBA name and address given on the Application. Examples of Business License equivalents are Reseller's Permits, Cosmetologist's Permits, prior processing statements or utility bills. Applications for such permits or services are not acceptable—only officially issued documents.

**Exclusions Letter** Any merchant who may deliver goods or services beyond 90 days from the credit card transaction date must sign the attached Exclusions Letter.

**Photos** To approve an account, CSI requires two photographs of the Merchant's business location. One photo must show the inside of the location including inventory or operational areas. The other photo must show the outside of the building including readable signage and street address number as given on the Application. If the business is under construction, show as much detail as possible; where inventory or signage is not visible, a receipt for construction services (such as the sign) should be obtained. For home-based businesses, pictures of the home office area and house exterior showing street address are required, along with a photo of any connected business operations such as kiosk, tool truck, swap meet stall, etc. Digital photographs are suggested and can be emailed as .jpg files along with the application paperwork to [newaccounts@csiprocessing.com](mailto:newaccounts@csiprocessing.com)

**Financials** A Balance Sheet, Profit and Loss Statement, and two (2) Bank Statements may be required for any Merchant depending on the requirements of the Underwriting process. In general, the Agent should collect these items if the Merchant has Visa and MasterCard processing volume of \$60,000 or more in their highest-volume month, or a High Ticket of \$4000 or more.

**Prior Merchant Statement/Proposal** If your pricing to the Merchant is based on competition with their current processor pricing, you must attach all pages of their prior processing statement and any proposal provided to them.

**Affiliate Referral** (CardPayment approval required)

Please name the Affiliate: \_\_\_\_\_

**Exclusions Letter**

Merchant Legal Name \_\_\_\_\_

Merchant DBA Name \_\_\_\_\_

Merchant DBA Address \_\_\_\_\_

Dear Merchant:

We would like to thank you for the opportunity to be your merchant services provider. It has been determined that the terms and conditions of your Merchant Processing Agreement must be amended.

The affected area(s) and new term(s) are as follows – please check the applicable boxes:

- I will not use this merchant account for prepaid legal services or retainer fees of any type.
- I agree that all services will be rendered within 90 days from the date the credit card is initially charged.
- I will not use this merchant account for extended warranties of any type.

I will approve the lowering of my requested processing volumes if my financial backing does not meet their criteria for the original volumes requested. I understand that every attempt will be made to approve my account at the volumes I have requested, and that notice will be provided to me in the event the volumes need adjustment. I am aware that CardPayment Solutions in some cases may request bank statements and/or financial statements for approval of my merchant account. I hereby agree to and acknowledge the conditions and terms indicated above, that said conditions and terms are changes to the Application I am submitting, and that I understand these changes are subject to final approval by the bank.

By:

\_\_\_\_\_  
Authorized Merchant Signature

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



# ASSOCIATION DISCLOSURE

Wells Fargo Bank, N.A. ("Bank") is the Member Bank (Acquirer) named in the Merchant Agreement.

**The Bank's mailing address and phone number are:**

Wells Fargo Bank, N.A.  
Map A0347-023  
1200 Montego Way  
Walnut Creek, CA 94598  
Phone number is: 1-925-746-4172

**Important Member Bank Responsibilities:**

- (a) The Bank is the only entity approved to extend acceptance of Association 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.

**The Merchant's name, mailing address and phone number are:**

Merchant Name: \_\_\_\_\_

Merchant Address: \_\_\_\_\_

Merchant Phone: \_\_\_\_\_

**Some Important Merchant Responsibilities:**

- (a) Ensure compliance with Cardholder data security and storage requirements.
- (b) Maintain fraud and chargebacks below thresholds.
- (c) Review and understand the terms of the Merchant Agreement.
- (d) Comply with Association Rules.

The responsibilities listed above **do not supersede** terms of the Merchant Agreement and are provided to ensure that Merchant understands some important obligations of each party. **This Disclosure page must be dated and signed by the Merchant's principal owner or authorized officer, which signature confirms that he/she has reviewed a copy of this document and that Merchant must be (and has been) provided with an executed copy of this Disclosure page at the time it is signed (which Merchant must retain) as well as a copy of the completed Merchant Application executed by Merchant (and Merchant Agreement).**

Sales Representative Name: \_\_\_\_\_

\_\_\_\_\_  
Merchant's Signature

\_\_\_\_\_  
Merchant's Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

# ASSOCIATION DISCLOSURE

Wells Fargo Bank, N.A. ("Bank") is the Member Bank (Acquirer) named in the Merchant Agreement.

**The Bank's mailing address and phone number are:**

Wells Fargo Bank, N.A.  
Map A0347-023  
1200 Montego Way  
Walnut Creek, CA 94598  
Phone number is: 1-925-746-4172

**Important Member Bank Responsibilities:**

- (a) The Bank is the only entity approved to extend acceptance of Association 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.

**The Merchant's name, mailing address and phone number are:**

Merchant Name: \_\_\_\_\_

Merchant Address: \_\_\_\_\_

Merchant Phone: \_\_\_\_\_

**Some Important Merchant Responsibilities:**

- (a) Ensure compliance with Cardholder data security and storage requirements.
- (b) Maintain fraud and chargebacks below thresholds.
- (c) Review and understand the terms of the Merchant Agreement.
- (d) Comply with Association Rules.

The responsibilities listed above **do not supersede** terms of the Merchant Agreement and are provided to ensure that Merchant understands some important obligations of each party. **This Disclosure page must be dated and signed by the Merchant's principal owner or authorized officer, which signature confirms that he/she has reviewed a copy of this document and that Merchant must be (and has been) provided with an executed copy of this Disclosure page at the time it is signed (which Merchant must retain) as well as a copy of the completed Merchant Application executed by Merchant (and Merchant Agreement).**

Sales Representative Name: \_\_\_\_\_

\_\_\_\_\_  
Merchant's Signature

\_\_\_\_\_  
Merchant's Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date