



13845 North Northsight Blvd #105  
 Scottsdale, AZ 85260  
 1-877-841-9382  
 Fax 1-877-848-3153

Merchant # \_\_\_\_\_  
 Agent Name Franciska Goldschmidt Agent # CA33078  
 Agent Phone 845-642-7636 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: ( )	Contact Name:	Business Website (required for Trinity Program): www.	
Customer Service Phone: ( )	Business Fax: ( )	Business Owner's E-Mail (required)	

### MERCHANT PROFILE

Type of Ownership:  Sole Proprietor  Partnership  Corporation  LLC  Non-Profit  
 Gov't  Tax-Exempt  Trust/Estate/Assn.  Legal/Medical Corp.  Other \_\_\_\_\_

Specific Types of Product(s) or Service(s) Sold: \_\_\_\_\_ SIC Code: \_\_\_\_\_

Maximum Monthly Volume	Average Ticket	High Ticket
\$ _____	\$ _____	\$ _____

Has Applicant ever accepted credit cards?  Yes  No Name of Processor: \_\_\_\_\_  
 Former Merchant #(s): \_\_\_\_\_

Has Applicant ever had a previous credit card processor terminate its merchant account?  
 Yes  No If Yes, by whom? \_\_\_\_\_  
 Explanation for prior closure (attach additional pages if necessary)

Merchant's Return Policy:  Refund w/in 30 days  Exchange Only  None  
 Other (specify): \_\_\_\_\_

Number of Days Until Product/Service is Delivered: \_\_\_\_\_ MasterCard@Visa@Discover@American Express@sales transactions are settled:  Order Date  Shipment Date  Other: \_\_\_\_\_

Methods of Marketing: (attach examples)  Newspaper  Magazine/Catalog  Internet  
 Direct Mail  Yellow Pages  TV / Radio  Outbound Telemarketing  None

Federal Tax ID Number (TIN) / Employee Identification Number (EIN)  
 \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

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

Merchant Type:  
 Retail  w/Tip  
 Service  Restaurant  
 Mail/Phone  Fast Food  
 Internet  QSR  
 Utility  Convenience  
 Public Sector  Lodging  
 Business-to-Business  
 (B2B \_\_\_\_\_ % B2C \_\_\_\_\_ %)

Visa/MC/Discover Sales Profile:  
 Retail, Card Swiped: \_\_\_\_\_ %  
 Retail, Manual Keyed: \_\_\_\_\_ %  
 Internet: \_\_\_\_\_ %  
 Mail/Phone Order \_\_\_\_\_ %  
 TOTAL (must be 100%) \_\_\_\_\_ %

Mail, Telephone or Internet Sales: Who performs product/service fulfillment?  
 Merchant  Vendor/Fulfillment House  
 Vendor/Fulfillment House Name: \_\_\_\_\_  
 Address: \_\_\_\_\_ Phone: ( ) \_\_\_\_\_

Does Merchant use third party to store, process or transmit cardholder data?  
 Yes  No  
 Third Party Name: \_\_\_\_\_  
 Address: \_\_\_\_\_ Phone: ( ) \_\_\_\_\_

Social Security Number (SSN): (For Sole Proprietorships only)  
 \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Important Notice: Failure to provide accurate Legal Business Name, TIN, EIN and/or SSN may result in a withholding of merchant funding per IRS regulations. See section 36 of the Merchant Services' Program Guide for further information.

Number of Locations: \_\_\_\_\_ Years Open: \_\_\_\_\_ Business Hours: \_\_\_\_\_ Seasonal Months: \_\_\_\_\_

Depository Bank Name: \_\_\_\_\_ Checking Account # (DDA): \_\_\_\_\_ ABA Routing #: \_\_\_\_\_ Branch City/State: \_\_\_\_\_ Contact Name: \_\_\_\_\_ Phone #: ( ) \_\_\_\_\_

### PRINCIPALS (Partners, Owners or Officers)

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

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

Type of Building:  Retail Location with Store Front  Office Building  Residence  Other \_\_\_\_\_

Type of Zoning:  Commercial  Industrial  Residential Square Footage:  0-250  251-500  501-2,000  2001+

Does the amount of inventory and merchandise on shelves and floor appear consistent with this type of business?  Yes  No If No, explain in comments below.

Further Comments by Inspector \_\_\_\_\_

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.

Verified and Inspected by:  
 Account Executive (Print Name): \_\_\_\_\_ AE Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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

Lease Term: _____ Months FDGL Annual Tax Handling Fee: \$10.20	<input type="checkbox"/> Equipment Service Program \$4.95/mo (if applicable; see Guide) <input type="checkbox"/> Total Monthly Lease Charge \$ _____ w/o Tax.	This is a non-cancelable lease for the full term indicated. <input type="checkbox"/> First Data Global Leasing <input type="checkbox"/> Other Lease (see separate agreement) Initials: <b>X</b>
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# MERCHANT ACCOUNT ORDER FORM *(Agent Must Fill Out Completely and Legibly)*

## NEW TERMINALS PROVIDED BY Card Payment Direct (CPD)

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

- Premium Superfast Solution:  Hypercom T4220IP (Has Internal PINpad)  Use with IP?  
Premium Superfast Solution:  VeriFone Vx510 DC (Has Internal PINpad)  Use with IP?  
Premium Dialup Solution:  Hypercom T4210 (Has Internal PINpad)  
Workhorse Solution:  Hypercom T4205 (Has Internal PINpad)  
Super-Duty Wireless Solution:  Hypercom M4230 GPRS (Has Internal PINpad)  
Budget Solution:  Nurit 2085  
Trinity Solution:  Web  Virtual Terminal  PhoneCharge  
Ultra-Small Wireless Solution:  PAYware Mobile/iPhone (Separate PAYware app req)

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

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

## EXTERNAL PINPADS FOR DEBIT SAVINGS FROM CPD

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

- VeriFone Nurit PINPad 1000se  Hypercom P1300  FD10

## OTHER EQUIPMENT PROVIDED BY CPD

- USB Card Reader for Trinity Virtual Terminal (Retail Account only)  
 Magtek Check Reader  Magtek Check Reader/Virtual Terminal  
 RDM 7000 for check 21 only (special order 7-14 days)  
 PAYware Mobile Sleeve iPhone 3G  PAYware Mobile Sleeve iPhone 4  
 Emergency Kit : Heavy duty Imprinter, imprinter plate, & 100 imprinter slips \$50.00  
 Other (Describe fully): \_\_\_\_\_ CPD Auth by: \_\_\_\_\_

EQUIP DEPLOYED BY CPD:  Credit Card  Check  Direct Debit - Merch Initials \_\_\_\_\_

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

Terminal(s) \$ \_\_\_\_\_ PINPad(s) \$ \_\_\_\_\_ Other Equipment \$ \_\_\_\_\_

SHIPPING (Sep chg/each terminal)  Ground (FREE)  2nd Day(\$40)  Overnight (\$75)

## FOR ANY MERCHANT ACCEPTING PIN-BASED DEBIT

PINPad Encryption is Exclusive to the processor and cannot be converted.  
SWAP merchants existing PCI compliant PINpad  \$30.00 (CPD sends a new PINpad w/encryption and merchant sends old PINpad w/provided return label)

## THE MERCHANT HAS CONFIRMED WITH THEIR PHONE PROVIDER THEY HAVE THE FOLLOWING:

- Standard Analog phone connection  Standard Analog phone connection w/ Prefix \_\_\_\_\_ to dial out  Digital phone lines w/ Internet & Router connection for IP terminal (Cable Modem is not supported)

## TERMINAL CONFIGURATION: *Check all boxes that apply.*

- Tip Line On Receipt (Adjust tips after the sale)  Tip Prompt (Must ask customer if they want to add tip)  
 PIN Debit w/Internal PINpad  PIN Debit w/External PINpad  Cash Back (On PIN debit only)  Server #'s  Invoice #'s  EBT (Requires PINpad & EBT # on pg 3)  
 Auto Batch Time \_\_\_\_\_  Check Services (Provider name and service type) \_\_\_\_\_ (Must submit additional service application. May need check reader as well)  
 Gift Card Services (Provider name and service type) \_\_\_\_\_ (Must submit additional service application)  
 Multi Merchant: This is # \_\_\_\_\_ Of \_\_\_\_\_ If adding to an existing account #1MID is \_\_\_\_\_

## ACCEPT ALL MASTERCARD, VISA AND DISCOVER TRANSACTIONS *(Presumed unless any selections below are checked)*

- Accept MC Credit transactions only  Accept Visa Credit transactions only  Accept Discover Credit transactions only  
 Accept MC Non-PIN Debit transactions only  Accept Visa Non-PIN Debit transactions only  Accept Discover Non-PIN Debit transactions only

See Section 19 of the Program Guide for details regarding limited acceptance.

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

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 iPayment (collectively, "Servicers" 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.ipaymentinc.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 iPayment 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 iPayment 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 iPayment and their Affiliates 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 iPayment and their Affiliates 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 iPayment and their Affiliates 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 iPayment and their Affiliates. You further acknowledge and agree that you will not use your 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. 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

## TERMINALS FOR CONVERSION ONLY

- Agent: 1. Write the terminal model number and other info below, after the brand name.  
2. A terminal may be obsolete; CPD will notify you of this.  
3. 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) \_\_\_\_\_

(NOTE: NOS versions below 7.30 are not supported)

• For Nurit wireless, note MAN & ESN or SIM Card Nos: \_\_\_\_\_

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: \_\_\_\_\_

(NOTE: Low-memory T7-series terminals with fewer than 12 A's and F's are not supported)

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 CPD support for compatibility pre-check.

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

<b>V/ MC/ D Discount Rate:</b> _____ %	<b>FEES</b>	Account Maintenance & Statement:	\$9.99 monthly	<b>Account Type</b> <input type="checkbox"/> Retail <input type="checkbox"/> MOTO <b>Refer to Page 3 for:</b> -Early Termination Fee -PCI Annual Compliance Fee -PCI Non-Action Fee -Business Information Verification Fee -Regulatory Fee
<b>V/ MC/ D/ A Transaction Fee:</b> _____ ¢ per item		Monthly Minimum Fee:	\$25.00	
<b>Accept Debit Cards?*</b> <input type="checkbox"/> YES <input type="checkbox"/> NO _____ Debit Network Fee* <b>PLUS:</b>	Annual Fee:	\$99.00		
<b>PIN-Based Debit Transaction Fee:</b> _____ ¢ per item*	iAccess Online Account Viewing:	\$14.95 monthly		
<b>Application &amp; Setup Fee \$195</b>	Voice Authorization:	\$1.00 per item		
<b>Mid Qual: Discount plus 1.49%</b>	Batch Header:	28¢ per batch		
<b>Non Qual: Discount plus 2.19%</b>	Chargebacks or Retrievals:	\$25.00 each		
Merchant Initials <b>X</b> _____	AVS (required for MOTO):	5¢ per transaction		
IC/DA plus: _____	Trinity Retail:	5¢ per transaction		
_____ bp _____ ¢	Gateway Fee _____:	\$10.00 per month		
_____ <small>Please attach IC proposal</small>	Wireless Terminal Monthly Gateway:	\$19.50 per terminal		

Existing American Express® (AXP) Merchant Number (if applicable): _____		Service Requested: <input type="checkbox"/> AXP Direct <input type="checkbox"/> AXP OnePoint®	
<input type="checkbox"/> Discount Rate : _____ % <b>OR</b> <input type="checkbox"/> Monthly Flat Fee: \$7.95 (AXP Direct only)	Estimated Annual Volume: \$ _____	Estimated Average Ticket: \$ _____	
Transaction Fees: Retail* = + \$0.10 per transaction; Restaurant* = + \$0.05 per transaction; B2B and Services, Wholesale & all other = + \$0.15 per transaction	<input type="checkbox"/> Monthly Gross Pay <input type="checkbox"/> Daily Gross Pay	<input type="checkbox"/> 3 Day <input type="checkbox"/> 15 Day <input type="checkbox"/> 30 Day	
*0.30% CNP Downgrade will be charged for transactions whenever a Card Not Present (CNP) Charge occurs. CNP means a Charge for which the Card is not presented at the point of purchase (e.g. Charges by mail, telephone, fax or the internet), is used at unattended Establishments (e.g. customer activated terminals, called CATs), or for which the transaction is key-entered.			

Upon approval by AXP, approval will be for standard program serviced by AXP (AXP Direct) or for full-service program supported by Merchant Service Provider (AXP OnePoint®). 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 # \_\_\_\_\_ CPD 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 Data Usage, International Processing and Service Fees.

acknowledge that: a.) The Agreement will not take effect unless and until Merchant has been approved by Bank and iPayment 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 iPayment's discretion may render the Agreement invalid; c.) 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. A \$30.00 PCI Non-Action Fee will be assessed to each Merchant monthly for not taking action to complete their required PCI compliance requirements. A \$25.00 Business Information Verification Fee will be assessed to Merchant within thirty (30) days of the Merchant Account being approved. A \$2.00 monthly Regulatory Fee will be assessed to each Merchant Account. If information is provided in the American Express®Card Acceptance 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 for the above entity which agrees to be bound by the American Express®Card Acceptance Agreement ("AXP Agreement"), and that all information 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 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. 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. Merchant also authorizes AXP to use the reports from consumer reporting agencies for marketing and administrative purposes. Merchant understands that upon AXP's approval of the Application, the entity will be sent the AXP Agreement and materials welcoming it, either to AXP's program for iPayment to perform services for AXP or in AXP's standard Card acceptance program which has different servicing terms (e.g. different speeds of pay). Merchant understands that if the entity does not qualify for the iPayment servicing program, then the entity may be enrolled in AXP's standard Card acceptance program, and the entity may terminate the AXP 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 AXP Agreement. 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 iPayment 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. Merchant certifies, under penalties of perjury, that the federal taxpayer identification number and corresponding filing legal business name provided herein are correct. 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 \_\_\_\_\_

Applicant/Merchant DBA Name \_\_\_\_\_

**X** Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_  
APPROVED/ACCEPTED:

Print Name \_\_\_\_\_ Title \_\_\_\_\_  
APPROVED/ACCEPTED:

By: \_\_\_\_\_ Date: \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_

**Wells Fargo Bank, N.A. 1200 Montego Way, Walnut Creek, CA 94598**

**Card Payment Direct (iPayment, Inc.) P.O. Box 3429, Thousand Oaks, CA 91359**

**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 iPayment 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 Wells Fargo and/or its agent(s) and iPayment 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 iPayment 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 iPayment 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 iPayment, 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 iPayment that: (a) Wells Fargo and iPayment 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 iPayment shall have no obligation to disclose to You any information or material about the Applicant which is acquired by Wells Fargo and iPayment 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 iPayment 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 iPayment. You agree that this guaranty will be governed by California law; and shall benefit Wells Fargo, iPayment 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 iPayment 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 & 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 CPD 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 (or fax to 800-696-1305).

**Voided Check** CPD 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, CPD 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 Addendum** Any merchant who may deliver goods or services beyond 90 days from the credit card transaction date must sign the attached Exclusions Addendum.

**Photos** To approve an account, CPD 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 details 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

**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** (CPD approval required)  
 Please name the Affiliate: \_\_\_\_\_

**Merchant MOTO Account Acknowledgement**

Completion and signing of this acknowledgement is required whenever a Merchant applies for a Mail Order/Telephone Order (MOTO) Merchant Account in addition to a Retail Merchant Account for an associated business.

The undersigned Merchant understands and acknowledges that, and the undersigned Card Payment Direct Independent Agent verifies that:

1. Merchant is applying for a MOTO account in addition to a Retail account that already exists for the business, or is applying for a Retail account where a MOTO account already exists for the business;
2. Said MOTO or Retail account requires an additional account application which must be independently signed by Merchant;
3. Said MOTO account is subject to standard account rates and fees;
4. Said MOTO account is for the purpose of, and Merchant intends to use account for, accepting credit card transactions in situations where the actual card is not physically present at the Merchant's business location, but instead must be keyed-in to the terminal (as in, for example, phone, mail, email or fax orders), or is captured via an Internet e-commerce sales website;
5. Such non-present transactions to be processed under the MOTO account total at least 20% of Merchant's total dollar volume in Visa, MasterCard and Discover transactions for Merchant's entire business;
6. Merchant's business is of the type that would normally and logically conduct non-card-present sales transactions;
7. Merchant has, or will acquire, terminal equipment (or other transaction capture means) that can accommodate said MOTO and Retail accounts.

*Note: This form is required regardless of whether the Retail account or MOTO account was established first.*

\_\_\_\_\_  
 Authorized Merchant Signature Print Name

\_\_\_\_\_  
 Title Date

I, \_\_\_\_\_ [Agent Name], as of the above date and as part of the Merchant Site Survey Report, verify that the above is true and correct.

\_\_\_\_\_  
 Agent Signature

**Exclusions Addendum**

Completion and signing of this Addendum to the conditions and terms of the Merchant Application is required if a Merchant may deliver goods or services beyond 90 days from the credit card transaction date.

The undersigned Merchant understands and acknowledges that 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 Card Payment Direct 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.

\_\_\_\_\_  
 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