



2350 Kerner Boulevard Suite 300  
 San Rafael, CA 94901  
 1-800-449-8012  
 www.cpay.com

Merchant Account # \_\_\_\_\_  
(Office Use Only)

Agent # \_\_\_\_\_ Sales Director \_\_\_\_\_

New Setup  
 Change of Ownership  
 Add Location

Agent Initials:

**MERCHANT PROCESSING APPLICATION & AGREEMENT**

<b>GENERAL INFORMATION</b>	Merchant's Legal Business Name: (As it appears on the IRS Tax Return)		Doing Business As Name (As it appears on the receipts):	
	Legal Address:		DBA Address: (Street Address other than PO Box)	
	City/State/Zip:		City/State/Zip:	
	Legal Business Phone:		DBA Business Phone:	9-Digit Federal Tax ID (Required): <input type="checkbox"/> SSN <input type="checkbox"/> EIN
	Contact Name:	Business Fax Number:	Business Open Date: (YYYY-MM-DD) ____ - ____ - ____	Mail Merchant Statements to: <input type="checkbox"/> Legal Address <input type="checkbox"/> DBA Address
	Business E-Mail: (Required)		Business Website:	Hours of Operation:

<b>BUSINESS INFORMATION</b>	Retail Swiped % _____	Retail Keyed % _____	eCommerce % _____	Mail Order % _____	TOTAL % <u>100</u>	Merchant Type: <input type="checkbox"/> Retail <input type="checkbox"/> Restaurant <input type="checkbox"/> Retail w/ Tip <input type="checkbox"/> Lodging <input type="checkbox"/> Business to Business: B-2-B _____% B-2-C _____% <input type="checkbox"/> Utility <input type="checkbox"/> Mail/Phone <input type="checkbox"/> Internet <input type="checkbox"/> Public Sector <input type="checkbox"/> Petroleum <input type="checkbox"/> Prof. Svcs <input type="checkbox"/> Convenience <input type="checkbox"/> Quick Serve	Type of Ownership: <input type="checkbox"/> Sole Prop. <input type="checkbox"/> Partnership <input type="checkbox"/> Tax Exempt <input type="checkbox"/> Corp. <input type="checkbox"/> Non-Profit <input type="checkbox"/> Trust/Estate/Assn. <input type="checkbox"/> LLC <input type="checkbox"/> Gov't. <input type="checkbox"/> Legal/Medical Corp. <input type="checkbox"/> Other (specify): _____	Business Location: <input type="checkbox"/> Store Front <input type="checkbox"/> Office <input type="checkbox"/> Home <input type="checkbox"/> Other (specify): _____
	Requested Monthly Sales Limit: \$ _____		Requested Highest Ticket: \$ _____		Average Ticket: \$ _____		Mail, Telephone or Internet Sales: Who performs product/service fulfillment? <input type="checkbox"/> Merchant <input type="checkbox"/> Vendor/Fulfillment House	Does Merchant use third party to store, process or transmit cardholder data? <input type="checkbox"/> Yes <input type="checkbox"/> No
	Specific Type of Product(s)/Service(s) Sold:		Vendor/Fulfillment House Information: Name: _____ Address: _____ Phone: _____		Third Party Information: Name: _____ Address: _____ Phone: _____ Software Used by Third Party: _____			
	Customer Return Policy: <input type="checkbox"/> Refund w/in 30 days <input type="checkbox"/> Exchange Only <input type="checkbox"/> None <input type="checkbox"/> Other (specify): _____			Number of Days Until Product/Service is Delivered: _____			MCC/SIC: _____	
	Has Applicant ever accepted credit cards before? <input type="checkbox"/> Yes <input type="checkbox"/> No (Provide previous processors statements)			Has Applicant ever had a previous credit card processor terminate its merchant account? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, by whom? _____				

<b>PRINCIPAL INFO.</b>	Principal #1 Name:		Social Security Number (Required):	% Ownership:	Date of Birth:	Title: <b>OWNER</b>
	Residential Address:		City:	State:	Zip:	Home Phone:
	Principal #2 Name:		Social Security Number (Required):	% Ownership:	Date of Birth:	Title:
	Residential Address:		City:	State:	Zip:	Home Phone:

<b>REF.</b>	Landlord:	Address	Phone:	Contact:
	Trade:	Account #:	Phone:	Contact:

\*\*\*IMPORTANT – COMPLETE SECTION AND INCLUDE A VOIDED BUSINESS CHECK FROM ACCOUNT\*\*\*

<b>BANK INFORMATION</b>	Bank Name:	Bank Address:	City:	State:	Zip:
	Branch:	Bank Phone:	Contact Name:		
	Transit # (ABA Routing):		Account # (DDA):		

<b>SITE SURVEY</b>	Date:	Type of Building:	Square Footage (approximate):		
	Did the agent meet with the business owner in person? <input type="checkbox"/> Yes <input type="checkbox"/> No	Does the interior of the business reflect the types of products or services sold? <input type="checkbox"/> Yes <input type="checkbox"/> No	Does the business have proper signage clearly indicating the DBA? <input type="checkbox"/> Yes <input type="checkbox"/> No		
	Under the penalty of perjury and accountability, I hereby certify I personally conducted this premises inspection described above and hereby certify that this business is legitimate and have verified the identification of the above listed principal(s):				
Sales Representative Signature: _____			Sales Representative Name: _____		

# ACCOUNT SETUP FORM

<input type="checkbox"/> LEASE PA, VT, TN, SD & KS Require Alt. App Monthly Amount: \$ _____	<input type="checkbox"/> PURCHASE Purchase Price: \$ _____	Merchant Initials <span style="border: 1px solid black; display: inline-block; width: 50px; height: 20px; vertical-align: middle;"></span>
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**EQUIPMENT LIST:** Ⓢ SpotOn Plus Compatible  
 Use this list as a guide for some of the equipment choices when filling out the form below. This list does not encompass all equipment Central Payment is compatible with.

<b>Hypercom</b> T4205 Ⓢ      T4210 Ⓢ T4220(IP) Ⓢ T7Plus T7P Friction/Thermal <b>Nurit</b> 2085 8400 <b>Pinpads</b> Hypercom P-1300 Verifone 1000SE	<b>HioPos Plus</b> Trinity Authorize.net <b>Verifone</b> Vx510 Ⓢ Vx570 Ⓢ Omni 3750 Ⓢ Omni 3730 Ⓢ <small>SpotOn Plus not supported on Verifone LE terminals.</small>	<b>Check Readers:</b> Magtek Mini MICR Reader RDM Imager i6014 <b>Wireless/Mobile</b> Nurit 8020 GPRS RoamPay X <small>(Required Info Below)</small> _____ <small>Mobile Phone Model</small> _____ <small>Mobile #</small>
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## TERMINAL PROGRAMMING FORM

Terminal 1	<b>MODEL:</b> _____ <b>SERIAL#:</b> _____ <input type="checkbox"/> Purchase <input type="checkbox"/> Lease <input type="checkbox"/> Conversion	<b>PINPAD:</b> _____ <input type="checkbox"/> Internal <input type="checkbox"/> External <input type="checkbox"/> Purchase <input type="checkbox"/> Lease <input type="checkbox"/> Swap (\$30)	
	<b>PRIMARY COMMUNICATION METHOD:</b> <input type="checkbox"/> Dial <input type="checkbox"/> IP <input type="checkbox"/> Wireless		
Terminal 2	<b>MODEL:</b> _____ <b>SERIAL#:</b> _____ <input type="checkbox"/> Purchase <input type="checkbox"/> Lease <input type="checkbox"/> Conversion	<b>PINPAD:</b> _____ <input type="checkbox"/> Internal <input type="checkbox"/> External <input type="checkbox"/> Purchase <input type="checkbox"/> Lease <input type="checkbox"/> Swap (\$30)	
	<b>PRIMARY COMMUNICATION METHOD:</b> <input type="checkbox"/> Dial <input type="checkbox"/> IP <input type="checkbox"/> Wireless		

By choosing the option to "SWAP" the pinpad, the merchant is subject to a \$30 Encryption Fee. Central Payment will deploy a pinpad to the merchant with the Central Payment proprietary encryption that is compatible with the listed terminal. The merchant must exchange or SWAP their preexisting external pinpad with Central Payment's pinpad within 15 business days or the Merchant's account will be debited \$200 for the cost of Central Payment's pinpad.

<b>BUSINESS LINE TYPE:</b> (Choose One) <input type="checkbox"/> Analog <input type="checkbox"/> Rollover <input type="checkbox"/> Digital <b>Special Dialing Prefix:</b> _____ <b>CARD TYPES:</b> <input checked="" type="checkbox"/> Visa <input checked="" type="checkbox"/> Mastercard <input checked="" type="checkbox"/> Discover <input type="checkbox"/> AMEX: _____ <small>Existing 10 Digit AMEX#</small> <input type="checkbox"/> ATM <input type="checkbox"/> EBT: _____ <small>Existing 7 Digit EBT#</small> <input type="checkbox"/> Voyager Cards <input type="checkbox"/> Wright Express Cards <small>(Requires Brand Applications &amp; Certified Equipment Type)</small>	<b>SOFTWARE:</b> (Choose One) <input type="checkbox"/> Retail <input type="checkbox"/> Lodging <input type="checkbox"/> MO/TO <input type="checkbox"/> Petroleum <input type="checkbox"/> Tip Processing <b>FUNCTIONS:</b> <input type="checkbox"/> Tipline <input type="checkbox"/> Tip Prompting <input type="checkbox"/> Server Numbers <input type="checkbox"/> Manual Invoice Prompt <input type="checkbox"/> CVV2 Verification <input type="checkbox"/> AVS: Address Verification <small>(5¢ per use)</small> <input type="checkbox"/> Quick Service <input type="checkbox"/> Cashback <input type="checkbox"/> Auto Settle _____: _____ <small>(24-Hr Format)</small>
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## SHIPPING & ACTIVATION

<b>SHIP TO:</b> <input type="checkbox"/> Agent <input type="checkbox"/> Merchant Legal Address <input type="checkbox"/> Merchant DBA Address <input type="checkbox"/> Other: _____	<b>SHIP METHOD***:</b> <input type="checkbox"/> Priority Overnight <input type="checkbox"/> Standard Overnight <input type="checkbox"/> 2-Day Express Delivery <input type="checkbox"/> 3-Day Express Delivery <input type="checkbox"/> Ground <small>***Shipping charges may apply</small>	<b>ACTIVATE BY:</b> <input type="checkbox"/> Agent <input type="checkbox"/> Technical Support <b>REQUESTED DATE:</b> <input type="checkbox"/> ASAP <input type="checkbox"/> ____ / ____ / ____
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**FUNDS TRANSFER:** In accordance with the terms set out in the Terms and Conditions, transfer funds will be made to/from the account set forth in the enclosed voided check or bank letter.  Next Day Funding

## SPECIAL INSTRUCTIONS

## ACCOUNT REFERRAL PROGRAM

Business Name of Referral: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

## FT PROGRAM

The undersigned MERCHANT agrees to pay Shipping & Handling on the initial shipment if the designated FT equipment below. Upon request of termination of services prior to the completion of the 3-year INITIAL TERM, the undersigned MERCHANT agrees to return all provided equipment to Central Payment within thirty (30) days or will be subjected to the debit for the amount of \$695 as cost of provided terminal and \$200 for the cost of provided pinpad. Merchant is responsible for upfront sales tax of \$12.60 for the cost of terminal and will be debited once equipment is shipped.

<input type="checkbox"/> Hypercom T4210 <input type="checkbox"/> Hypercom T4205 <input type="checkbox"/> Nurit 2085 A \$50 upgrade fee is required for the FT Program if a recent previous processors statement is not submitted.	<input type="checkbox"/> P-1300 Pinpad <input type="checkbox"/> 1000SE Pinpad Inclusion of an external pinpad requires an Annual Fee of \$59.00
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Signature \_\_\_\_\_ Date \_\_\_\_\_

# SPOTON PROGRAMS

<b>SpotOn</b> <input type="checkbox"/> \$39/Month <b>Welcome Kit Includes:</b> Acrylic Counter Display Sign Window Decal Stickers Table Tent	<b>SpotOnPlus</b> <input type="checkbox"/> \$49/Month <b>Welcome Kit Includes:</b> Acrylic Counter Display Sign Window Decal Stickers & Table Tent 40 Custom Spot Cards 15 Card holders with envelopes <p style="text-align: center; font-weight: bold;">NO MONTHLY FEES for the first 60 days.</p>
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**Do you have a Facebook Page for your business?**

YES: My business page name: \_\_\_\_\_  
(SpotOn will be contacting you to get temporary admin access to your page to complete set up)

NO: Would you like SpotOn to build a business Facebook page for you?  Yes  No, I'll do it myself.

**Facebook Deal:**  
 Create an initial offer to get people in the door. Tip: Freebies go a long way! *(EXAMPLE: Free appetizer or 50% off a massage.)*

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**Do you have Twitter for your business?**

YES: My Twitter name is: @ \_\_\_\_\_

NO: Would you like SpotOn to setup a Twitter account for you?  Yes  No, I'll do it myself.

**Choose Your SpotOn Plus Program:** (10¢ Per Transaction)  
 With every qualifying visit or purchase, customers can earn Spots that can be redeemed for discounts or promotions.

Spots by Visits  
 Reward customers based on the frequency of visits to the business. *Every qualifying visit earns them one Spot.*

Spots by Dollars  
 Reward customers with Spots based on the dollars spent. *Customers can earn multiple Spots from a single purchase.*

What is the minimum purchase amount in a single transaction that qualifies for a Spot? \$ \_\_\_\_\_

What is the dollar value for each Spot? \$ \_\_\_\_\_

**Reward for Spots:**

\_\_\_\_\_ Spots needed to receive \_\_\_\_\_ on the next purchase.  
(Number of Spots) (Discount/Reward)

<b>Text Messages</b> (1 <sup>st</sup> 50 FREE each month)	<b>Custom Cards</b> (1 <sup>st</sup> 40 FREE)
51-500      10¢ 501-1000      8¢ 1001-2000      6¢ 2001+      5¢	<input type="checkbox"/> 100 Cards @ \$119.00 <input type="checkbox"/> 250 Cards @ \$247.50 <input type="checkbox"/> 500 Cards @ \$443.00 <input type="checkbox"/> 1000 Cards @ \$617.00 <input type="checkbox"/> 2000 Cards @ \$932.00

Send business logo and/or artwork to [pics@spoton.com](mailto:pics@spoton.com)

**Do you have a logo or artwork that we can use to design your cards?**

(TIFF, JPG or EPS formats only.)  Yes  No

**If not, would you like SpotOn designers to create custom artwork for you?**

(First 2 mockups are FREE, \$75 thereafter.)  Yes  No

**Choose a mobile keyword specific to your business:**  
(EX: Pete's Café uses 'PETES' as a keyword)

Choice #1: \_\_\_\_\_

Choice #2: \_\_\_\_\_

E-Mail Address (Required) \_\_\_\_\_

Contact Number \_\_\_\_\_

**SIGN HERE** → Signature \_\_\_\_\_ Date \_\_\_\_\_

Monthly and Usage Fees will be debited via ACH from enclosed voided check. Merchant pays Shipping & Handling of \$14.95 for the Welcome Kit. See Terms & Conditions for details.

## GETI CHECK SERVICES PROGRAMS

<input type="checkbox"/> eGold:	Discount Rate: 1.49%	Transaction Fee: 25¢
<input type="checkbox"/> eSilver:	Discount Rate: 0.00%	Transaction Fee: 25¢
<input type="checkbox"/> Traditional:	Discount Rate: 1.49%	Transaction Fee: 25¢

Monthly Minimum: \$20.00    Service Fee: \$10.00

This Agreement includes all of the terms and conditions contained on the front and ATTACHED RECITALS of this Agreement. This Agreement has been executed on behalf of and by the authorized management of each party as of the DATE BELOW. If either party terminates this 24 month agreement a \$125.00 fee will be assessed and electronically debited from the MERCHANT'S account. MERCHANT is responsible for the cost of any shipping.

**INITIAL HERE** → Merchant Initials:  Date: \_\_\_\_\_

**3<sup>rd</sup> Party Service ACH Authorization**

MERCHANT hereby authorizes BANK in accordance with this Service Agreement to initiate debit/credit entries to MERCHANT'S checking account, as indicated per the attached copy of a voided check from same. The authority is to remain in full force and effect until (a) BANK has received written notification from MERCHANT of its termination in such a manner as to afford BANK reasonable opportunity to act on it, and (b) all obligations of MERCHANT to BANK/GETI/SPOTON that have arisen under this agreement have been paid in full.

SCHEDULE OF FEES TO BE COMPLETED BY THE SALES REPRESENTATIVE

V/MC/Discover Check Card Rate: \_\_\_\_\_ %  
 V/MC/Discover Qualified Rate: \_\_\_\_\_ %  
 V/MC/Discover Transaction Fee: \_\_\_\_\_ ¢ Per Item  
 Pin-Based Debit Transaction Fee: \_\_\_\_\_ ¢ Per Item  
 Application & Setup Fee: **\$195.00**

**Mid-Qualified: Discount plus 1.59%**

(Most common causes: Rewards Card Transactions)

**Non-Qualified: Discount plus 1.89%**

(Most common causes: Keyed-In, Business or Corporate Card Trans., over 24-hour batching)

PIN-Based Transactions are also assessed 0.79%. Requires Pin-pad device.

- Credit Only  
 Credit & ATM

**Monthly Fees:**

Statement Fee	\$9.50
Monthly Minimum	\$25.00
Definition: \$25.00 – (Total Discount Fees) = Amount Billed (if any)	
Equipment Warranty	\$8.95

**Per Occurrence Fees:**

Voice Authorization Fee	\$1.00
Batch Fee	25¢
Chargeback & Retrieval Fee	\$25.00
PCI Annual Compliance Fee *	\$45.00
Non-Compliance Monthly Fee*	\$15.95

Customers using the Trinity Program pay an \$8.00 monthly fee. Retail merchants pay an additional 4¢ per authorization.

Merchants using Micros Merchant Link pay an additional 5¢ per authorization.

Monthly Wireless Fee is \$18.00 per terminal.

Merchants using RoamPay X pay a \$8.00 monthly fee and an additional 4¢ per authorization.

The following transaction fees will be passed through to merchants if applicable: VISA APF(\$0.0195), ACQ ISA, Misuse of Auth, Zero Floor Limit, & Int'l Acquiring Fees; MasterCard NABU(\$0.0185) Acquirer Support and Cross Border Fees; and Discover Data Usage(\$0.0185), Int'l Processing and Services Fees.

**\*A PCI Annual Compliance Fee of \$45 will be assessed to the merchant account. If Compliance requirements are not met by January 15<sup>th</sup> each year, the Annual Fee will be \$75. Merchants who do not validate and achieve PCI Compliance within the first 6 months of the Agreement, a \$15.95 monthly Non-Compliance Fee will be charged to the merchant account until Compliance is achieved.**

Annual PCI Compliance Fee is billed January 15<sup>th</sup> of each calendar year. Merchants who have signed up less than 60 days from this date are exempt from the said fee for the year.

If MERCHANT is approved for this (3) year MERCHANT account, any cancellation by MERCHANT of this agreement within three (3) years from the date of approval, or in the event that CPAY terminates the agreement pursuant to Section 22.1 of the Terms & Conditions, the MERCHANT will be subject to the applicable Early Termination Fees (ETF) and MERCHANT will be charged a fee for such early termination equal to (i) \$550.00 if terminated before completion of the first year of the Term; or (ii) \$375 if terminated after completion of the first year of the INITIAL TERM but prior to the end of the second year; or (iii) \$300.00 if terminated after completion of the second year of the INITIAL TERM but prior to the end of the third year period of the INITIAL TERM. At the expiration of the INITIAL TERM, this AGREEMENT will automatically renew for 1 year ("RENEWAL TERM") unless terminated as set out according to the TERMS & CONDITIONS. MERCHANT agrees that the ETF shall also be due to CPAY in accordance with this schedule if MERCHANT discontinues submitting SALES for processing during the INITIAL TERM or any RENEWAL TERM of the AGREEMENT. MERCHANT agrees that this fee is not a penalty, but rather a reasonable estimation of the actual damages CPAY would suffer if CPAY were to fail to receive the processing business for the then current term.

**AMERICAN EXPRESS NEW ENTITLEMENTS**

<input type="checkbox"/> Discount Rate: _____ % or <input type="checkbox"/> Monthly Flat Fee: \$7.95	<input type="checkbox"/> Retail: 10¢ Trans Fee + 0.30% CNP Downgrade <input type="checkbox"/> Rest.: 5¢ Trans Fee +0.30% CNP Downgrade <input type="checkbox"/> Services, Wholesale & All Other: 15¢ Trans Fee	Est. Annual Volume: \$ _____ Est. Avg Ticket: \$ _____	Pay Frequency: <input type="checkbox"/> 3 Days <input type="checkbox"/> 15 Days <input type="checkbox"/> 30 Days	Merchant Initials: <input type="text"/>
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Central Payment Charges 15¢ per transaction on American Express. Fees disclosed are billed by American Express

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, Central Payment (CPAY) and its processing affiliate, CPAY, Inc. (collectively, "Service Providers" or "we" or "us") will agree to provide them. Discover is not a bank card network. Bank is not a sponsor of Discover Card transactions under this Agreement and is not a party to this Agreement insofar as it relates to Discover Card transactions. The provisions of this Agreement regarding Discover Card constitute an agreement solely between you and CPAY. 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.cpay.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 CPAY 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 CPAY 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 CPAY 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 CPAY 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 CPAY to request and obtain from Consumer Reporting Agencies (Bureaus) consumer and business reports. Each of the undersigned further 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 CPAY. 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 CPAY and Merchant is assigned and issued a Merchant Account Number; b.) Any alteration, strikeover, or modification to the preprinted text of this Application or part of the Agreement shall be of no effect whatsoever and at Bank's and CPAY'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 Services will be the sole and exclusive provider of the Services to Merchant during the term of this Agreement. If information is provided in the "American Express New Entitlements" 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 CPAY and American Express Travel Related Services Company, Inc. ("AXTP") 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 CPAY 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 CPAY 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 CPAY. 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 CPAY servicing program, that CPAY 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.

<b>SIGN HERE</b> → Applicant/Merchant Legal Name	Applicant/Merchant DBA Name
Authorized Signature	Date
Print Name	Title
Approved & Accepted By <b>Wells Fargo Bank, N.A.</b> 1200 Montego Way, Walnut Creek, CA 94598	Date
Approved & Accepted By <b>Central Payment</b> 2350 Kerner Boulevard Suite 300, San Rafael, CA 94901	Date

**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 Central Payment (CPAY) 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 Northern Leasing Lease if applicable as well as any extensions, modifications, or renewals thereof. You authorize the Wells Fargo and/or its agent(s) and Central Payment 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 into the Wells Fargo Merchant Services Merchant Program 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 CPAY 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 CPAY, 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 CPAY that: (a) Wells Fargo and CPAY 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 CPAY shall have no obligation to disclose to You any information or material about the Applicant which is acquired by Wells Fargo and CPAY 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 CPAY 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 CPAY You agree that this guaranty will be governed by California law; and shall benefit Wells Fargo, CPAY 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., Wells Fargo Merchant Services, L.L.C., and CPAY are relying on this Guaranty in entering into the Agreement.

<b>SIGN HERE</b> → _____, An Individual	Print Name	Date
<b>SIGN HERE</b> → _____, An Individual	Print Name	Date

**COMPLIANCE FORM FOR ALL MERCHANTS**

The merchant application and Terms & Conditions attached hereto includes all terms of the service and/or agreement. If any other agreement was made between MERCHANT and Account Executive, which such agreement shall not amend the Terms and Conditions in any way, it must be included in the "Special Instructions" area of the merchant agreement.

You understand the rates indicated in the Schedule of Fees section above, your Account Executive proposed and understand the differences between the tiered pricing of Qualified, Mid-Qualified and Non-Qualified Fees.

**INITIALS HERE** → INITIALS: \_\_\_\_\_

**INITIALS HERE** → INITIALS: \_\_\_\_\_

**ASSOCIATION DISCLOSURE**

(Required with submitted application. Copy to be mailed with Merchant Welcome Package.)

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