MERCHANT PROCESSING APPLICATION AND AGREEMENT

Prospay2407	**1. BUSINESS INFORMATION**	Page 1 of 6	Prospay2407

Client's Business Name (Doing Business As):

Client's Corporate/Legal Name (Use Also For Headquarter's Information):

Business Address:

Billing Address (If Different Than Location Address):

City: | **State:** | **Zip:** | **City:** | **State:** | **Zip:**

Location Phone #: | **Location Fax #:** | **Contact Name:**

Business E-mail Address: | **Contact Fax # / E-mail Address:**

Business Website Address: | **Contact Phone #:**

Date Business Started:

Send Retrieval Requests to: ☐ Business Location ☐ Corp/Legal Location
Send Merchant Monthly Statement to: ☐ Business Location ☐ Corp/Legal Location

Customer Service Phone #: | **Customer Service E-mail Address:**

Statement Delivery Method:
(choose one) ☐ Print and Mail ☐ Online via AccessOne

☐ **INDIVIDUAL/SOLE PROPRIETORSHIP:** State in which Certificate of
Assumed Name Filed: _____ State:_____

☐ **CORPORATION – CHAPTER S, C** State:_____

☐ **MEDICAL OR LEGAL CORPORATION** State:_____

☐ **TAX EXEMPT ORGANIZATION (501C)** State:_____

☐ **INTERNATIONAL ORGANIZATION**
Location Filed:_____

☐ **ASSOCIATION/ESTATE/TRUST** State Filed:_____

☐ **GOVERNMENT (Federal, State, Local)**

☐ **LIMITED LIABILITY COMPANY** State Filed:_____

☐ **PARTNERSHIP** State Filed:_____

Name (as it appears on your income tax return)

FEDERAL TAX ID #
(as it appears on your income tax return)

☐ **I certify that I am a foreign entity/nonresident alien.**
(If checked, please attach IRS Form W-8.)

NOTE: Failure to provide accurate information may result in a withholding of merchant funding per IRS regulations. (See Part IV, Section A.4 of your Program Guide for further information.)

*SIC/MCC: | **Final Auth. Indicator:** ☐ 0 (Pre Auth.) ☐ 1 (Final Auth.) | **IATA/ARC:** | **(MCC 4722 Only)**

Note: *If your business is classified as High Risk and assigned (or is later assigned based upon your business activity) any of the following Merchant Category Codes (MCC): 5966, 5967 and 7841[1], then registration is required with Visa and/or Mastercard within 30 days from when your account becomes active. An Annual Registration Fee of $500 may apply for Visa and/or Mastercard (total registration fees could be $1,000.00). Failure to register could result in fines in excess of $10,000.00 for violating Visa and/or Mastercard regulations[2].
[1]Registration for MCC 7841 is only required for non-face-to-face adult content.
[2]Information herein, including applicable MCCs, is subject to change.

Detailed Explanation of Type of Merchandise, Products or Services Sold:

2. ADDITIONAL CREDIT / SITE SURVEY INFORMATION – ALL MERCHANTS

1. **Zone:** ☐ Business District ☐ Industrial ☐ Residential

2. **Location:** ☐ Mall ☐ Office ☐ Home ☐ Shopping Area
☐ Apartment ☐ Isolated ☐ Door-to-Door
☐ Flea Market ☐ Other

3. **How many employees:** _____

4. **How many registers/Terminals:** _____

5. **Is proper license visible?** ☐ Yes
☐ No, explain:_____

6. **Where is the merchant name displayed at the site?**
☐ Window ☐ Door ☐ Store Front

7. **Merchant Occupies:** ☐ Ground Floor ☐ Other: _____

8. **# of Floors/Levels:** ☐ 1 ☐ 2-4 ☐ 5-10 ☐ 11+

9. **Remaining Floor(s) Occupied by:**
☐ Residential ☐ Commercial ☐ Combination ☐ None

10. **Approximate Square Footage:**
☐ 0-250 ☐ 251-500 ☐ 501-2,000 ☐ 2,001 plus

11. **Are customers required to leave a deposit?**
☐ No ☐ Yes If Yes, % of deposit required: _____%

12. **Return Policy:** ☐ Full Refund ☐ Exchange Only ☐ None

13. **Do you have a refund policy for Mastercard/Visa/ Discover® Network - PayPal/American Express OptBlue® Sales?**
☐ Yes ☐ No If yes, check one:
☐ Exchange ☐ Mastercard/Visa/Discover Network - PayPal/
☐ Store Credit American Express OptBlue® Credit

If Mastercard/V/Discover Network - PayPal/American Express OptBlue® Credit, within how many days do you submit credit transactions?
☐ 0-3 ☐ 4-7 ☐ 8-14 ☐ Over 14

14. **Advertising Method** (Attach at least one):
☐ Catalog ☐ Brochure ☐ Direct Mail ☐ TV/Radio
☐ Internet ☐ Phone ☐ Newspaper/Journals ☐ Other
Marketing Materials required for Mail Order, B to B, Internet over $1 Million in annual volume. Attach Web Page for Internet Merchant.

15. **Previous Processor:** _____

16. **Check Reason For Leaving:** ☐ Rate ☐ Service ☐ Terminated ☐ Other:_____

Mail/Telephone Order/Business to Business/Internet Information
(All Questions must be Answered)

1. **What is the time frame from transaction to delivery?** (% of orders delivered in):
0-7 days _____ % + 8-14 days _____ % + 15-30 days _____ % + 31-90 days _____ % + 91-180 days _____ % + over 180 days _____ % = **100%**

2. **Mastercard/Visa/Discover Network - PayPal/American Express OptBlue® sales are deposited** (check one):
☐ Date of order ☐ Date of delivery ☐ Other (specify):_____

3. **Does any of your cardholder billing involve automatic renewals or recurring transactions** (i.e., cardholder authorizes initial sale only)? ☐ Yes ☐ No

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Prospay2407	3 . O W N E R S / P A R T N E R S / O F F I C E R S	Prospay2407

Provide the following information for each individual who owns, directly or indirectly, 25% or more of the equity interest of your business.

OWNER / PARTNER / OFFICER 1

Name: *(First, MI, Last)* **% Ownership:**

Title: **Telephone #:**

Home Address: *(No P.O. Box)*

City:	State:	Zip:	Country:

D.O.B.: **Social Security #:**

DL #: **State:**

OWNER / PARTNER / OFFICER 2

Name: *(First, MI, Last)* **% Ownership:**

Title: **Telephone #:**

Home Address: *(No P.O. Box)*

City:	State:	Zip:	Country:

D.O.B.: **Social Security #:**

DL #: **State:**

OWNER / PARTNER / OFFICER 3

Name: *(First, MI, Last)* **% Ownership:**

Title: **Telephone #:**

Home Address: *(No P.O. Box)*

City:	State:	Zip:	Country:

D.O.B.: **Social Security #:**

DL #: **State:**

OWNER / PARTNER / OFFICER 4

Name: *(First, MI, Last)* **% Ownership:**

Title: **Telephone #:**

Home Address: *(No P.O. Box)*

City:	State:	Zip:	Country:

D.O.B.: **Social Security #:**

DL #: **State:**

4 . S E T T L E M E N T I N F O R M A T I O N

Deposit Bank:

Transit/ABA #: **Deposit Account #:**

ACH Detail Flag: ☐ Individual ☐ Combined ☐ Separate *(defaults to Combined if option not selected)*

5 . T R A N S A C T I O N I N F O R M A T I O N

FINANCIAL DATA

Gross YEARLY Sales Volume
(Cash + Credit + Debit + Check) $_____

Average YEARLY Mastercard/Visa Volume $_____

Average YEARLY Discover Network -
PayPal Volume $_____

Average YEARLY American Express
OptBlue® Volume $_____

Seasonal? ☐ No ☐ Yes High Volume Months Open: _____

Avg. Mastercard/Visa/Discover Network -
PayPal Ticket *(Estimate If Never Processed in Past)* $_____

Avg. American Express
OptBlue® Ticket *(Estimate If Never Processed in Past)* $_____

Highest Ticket Amount $_____

WHERE IS SALE TRANSACTED?
(Must = 100%)

Store Front/Swiped	_____%
Internet	_____%
Mail Order	_____%
Telephone Order	_____%
Total	__100%

6 . G R I D I N F O R M A T I O N – I N T E R N A L U S E O N L Y

AUTHORIZATION GRID ID#: _____ **USER DEFINED GRID ID#:** _____ **MFC GRID ID:** _____ *8-pos. Alpha/Numeric*

Mastercard TIERED GRID ID _____ *8-pos. Alpha/Numeric*	Visa TIERED GRID ID _____ *8-pos. Alpha/Numeric*	DISCOVER NETWORK - PayPal TIERED GRID ID _____ *8-pos. Alpha/Numeric*	AMERICAN EXPRESS OptBlue® TIERED GRID ID _____ *8-pos. Alpha/Numeric*
Mastercard CREDIT MPG ID _____ *8-pos. Alpha/Numeric*	Visa CREDIT MPG ID _____ *8-pos. Alpha/Numeric*	DISCOVER NETWORK - PayPal CREDIT MPG ID _____ *8-pos. Alpha/Numeric*	AMERICAN EXPRESS OptBlue® CREDIT MPG ID _____ *8-pos. Alpha/Numeric*
Mastercard DEBIT MPG ID _____ *8-pos. Alpha/Numeric*	Visa DEBIT MPG ID _____ *8-pos. Alpha/Numeric*	DISCOVER NETWORK DEBIT MPG ID _____ *8-pos. Alpha/Numeric*	

7 . S E R V I C E F E E S C H E D U L E

Accept all Mastercard, Visa, Discover Network and American Express OptBlue® Transactions *(presumed, unless any selections below are checked)*

Mastercard	**Visa**	**Discover Network**	**American Express OptBlue®**
☐ **Mastercard Credit Transactions**	☐ **Visa Credit Transactions**	☐ **Discover Network Credit Transactions**	☐ **American Express Credit Transactions**
☐ **Mastercard Non-PIN Debit Trans.**	☐ **Visa Non-PIN Debit Trans.**	☐ **Discover Network Non-PIN Debit Trans.**	

Discover Network - PayPal

☐ **Discover Network - PayPal Credit Transactions**

☐ **Discount Collected** ☐ Daily ☐ Monthly

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Merchant Initials: _____

Prospay2407	**7. SERVICE FEE SCHEDULE** *(cont'd)*	Prospay2407

Tiered

Discount Fees (Based on Gross Sales Volume)

	Discount	MPG TXN Fee		Discount	MPG TXN Fee		Discount	MPG TXN Fee		Discount	MPG TXN Fee
Mastercard Qual Credit	%	$	Visa Qual Credit	%	$	Discover Network - PayPal Qual Credit	%	$	American Express OptBlue® Qual Credit	%	$
Mastercard Mid-Qual Credit	%	$	Visa Mid-Qual Credit	%	$	Discover Network - PayPal Mid-Qual Credit	%	$	American Express OptBlue® Mid-Qual Credit	%	$
Mastercard Non-Qual Credit	%	$	Visa Non-Qual Credit	%	$	Discover Network - PayPal Non-Qual Credit	%	$	American Express OptBlue® Non-Qual Credit	%	$
Mastercard Worldcard Qual	%	$	Visa Rewards 1	%	$						
Mastercard Worldcard Mid-Qual	%	$	Visa Rewards 2	%	$						
Mastercard Worldcard Non-Qual	%	$									
Mastercard Qual Debit	%	$	Visa Qual Debit	%	$	Discover Network Qual Debit	%	$			
Mastercard Mid-Qual Debit	%	$	Visa Mid-Qual Debit	%	$	Discover Network Mid-Qual Debit	%	$			
Mastercard Non-Qual Debit	%	$	Visa Non-Qual Debit	%	$	Discover Network Non-Qual Debit	%	$			
Mastercard Regulated Debit Discount	%	$	Visa Regulated Debit Discount	%	$	Discover Network Regulated Debit Disc't	%	$			

ERR

	Discount	Non-Qual Fees		Discount	Non-Qual Fees		Discount	Non-Qual Fees		Discount	Non-Qual Fees
Mastercard Qual Credit	%	%	Visa Qual Credit	%	%	Discover Network - PayPal Qual Credit	%	%	American Express OptBlue® Qual Credit	%	%
Mastercard Qual Debit	%	%	Visa Qual Debit	%	%	Discover Network Qual Debit	%	%			

Pass Through Interchange

☐ Net Only - Includes Dues and Assessments   ☐ Gross Only - Includes Dues and Assessments

	Discount (Based on Gross Sales Vol.)		Discount (Based on Gross Sales Vol.)		Discount (Based on Gross Sales Vol.)		Discount (Based on Gross Sales Vol.)
Mastercard Qual Credit	%	Visa Qual Credit	%	Discover Network - PayPal Qual Credit	%	American Express OptBlue® Qual Credit	%
Mastercard Qual Debit	%	Visa Qual Debit	%	Discover Network Qual Debit	%	American Express OptBlue® has Program Pricing and not Interchange and are subject to change.	

Other Item Rate

Mastercard Credit	$	Visa Credit	$	Discover Network - PayPal Credit	$	American Express OptBlue® Credit	$
Mastercard Debit	$	Visa Debit	$	Discover Network Debit	$		

Other Volume %

Mastercard Credit	%	Visa Credit	%	Discover Network - PayPal Credit	%	American Express OptBlue® Credit	%
Mastercard Debit	%	Visa Debit	%	Discover Network Debit	%		

PIN Debit

☐ Pass Through Debit Network Fees   Other Item Rate $_____ *(per item)*   Other Volume Percent _____% *(per item)*

Fleet

WEX: Other Item Rate $_____ *(per item)*   **Voyager:** Qual _____%   Other Item Rate $_____ *(per item)*

TeleCheck

☐ In-Person Warranty   ☐ Mail Order Warranty   ☐ Single Hold Check Warranty   ☐ Multiple Hold Check Warranty   ☐ In-Person Paper Warranty   ☐ C.O.D. Warranty

SE # ___ ___ ___ ___ ___ ___ ___ ___   Inquiry Rate _____%   Per TXN Fee $_____   Stmt/Processing Fee $__5.00__   Dec. Risk Surcharge ____.10_%

Monthly Minimum Fee $_____ *(Per Location)*   Customer Requested Operator Call (CROC) $__2.50__   Unauthorized Return Fee $__5.00__

Miscellaneous Fees

☐ Dues and Assessments	V/Mastercard Chargeback Fee *(Per Item)* $_____	V/Mastercard Retrieval Fee (12B Letter) *(Per Item)* $_____	Return Trans. Fee *(Per Item)* $_____
Sales Transaction Fee *(Per Item)* $_____	Batch Fee *(Per Item)* $_____	eIDS Access Fee *(Flat Rate)* $_____	Account Closure Fee: $_____
EBT – Food Stamps *(Per Item)* $_____ #: _____		EBT – Cash Benefits *(Per Item)* $_____	
Minimum Monthly Fee $_____	Monthly Statement Fee *(Acct on File)* $_____	ACH Reject Fee *(Per Item)* $_____	Pass Visa Trans Integrity Fee ☐ Yes ☐ No
Mastercard License Fee *(Per Sales Item)* $_____	(Sales Volume) _____%	*(Flat Rate)* $_____	☐ Monthly ☐ Annually in December
Visa Proc Fee *(Per Item)* $_____	Mastercard Proc Fee *(Per Item)* $_____	Visa BIN Fee *(Per Item)* $_____	Mastercard ICA Fee *(Per Item)* $_____
Pass Visa Fixed Acquirer Network Fee (FANF) ☐ Yes ☐ No	Visa FANF Card Present Surcharge *(Flat Rate)* $_____		Visa FANF Card Not Present Surcharge *(Flat Rate)* $_____
Pass Visa Acquirer Processing Fee ☐ Yes ☐ No	Pass Visa Misuse of Auth Fee ☐ Yes ☐ No	Pass Visa Zero Floor Limit Fee ☐ Yes ☐ No	Pass Visa Int'l Acquirer Fee ☐ Yes ☐ No
Pass Mastercard Acquirer Support Fee ☐ Yes ☐ No	Pass Mastercard Cross Border Fee ☐ Yes ☐ No	Pass Discover Data Usage Charge ☐ Yes ☐ No	Pass Visa Acq ISA Fee ☐ Yes ☐ No
Pass Discover Int'l Processing Fee ☐ Yes ☐ No	Pass Discover Int'l Service Fee ☐ Yes ☐ No	Pass Mastercard Nat'l Acquirer Brand Usage (NABU) Fee ☐ Yes ☐ No	

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Prospay2407	**7. SERVICE FEE SCHEDULE** *(cont'd)*	Prospay2407

Authorization & Capture Transaction Fees | First Data Payeezy℠ Gateway Services

Mastercard/Visa Auth & Capture Fee: $_____ *(per item)*

Discover Network PayPal Auth & Capture Fee: $_____ *(per item)*

American Express OptBlue® Auth & Capture Fee: $_____ *(per item)*

American Express Pass Through (existing) SE #: _____

Voice Authorization $_____ *(per item)*

Electronic AVS Fee $_____ *(per item)*

Voice AVS Fee $_____ *(per item)*

ARU Fee $_____ *(per item)*

☐ **Payeezy Gateway Participation**
Payeezy Gateway Effective Date: _____

Payeezy Gateway One Time Setup Fee $_____ *(one time)*

Payeezy Gateway Monthly Fee $_____ *(monthly)*

Payeezy Gateway Auth Fee $_____ *(per item)*

Payeezy Gateway AVS Fee $_____ *(per item)*

Payeezy PayPal Auth Fee $_____ *(per item)*

Payeezy PayPal Sale Fee $_____ *(per item)*

Payeezy PayPal Return Fee $_____ *(per item)*

First Data Payeezy℠ Gateway Services Telecheck

Payeezy Gateway TeleCheck Auth Fee $_____ *(per item)*

Payeezy Gateway TeleCheck Deposit Fee $_____ *(per item)*

Payeezy Gateway TeleCheck Adjustment Fee $_____ *(per item)*

User Defined Grid Fees | TIN/TFN & Regulatory Product Fees

Wireless Monthly Service Fee $_____   **Gateway Fee** $_____

AccessOne Fee $_____   **Other:** _____ $_____

Customer Service Fee $_____   **Other:** _____ $_____

Debit Access Fee $_____   **Other:** _____ $_____

Reg. Product Fee (Monthly) $_____

TIN/TFN Invalid (Monthly) $_____

Website Usage (Per Item) $_____

Merchant Fee Control Grid Fees

Biannual Fee $_____   **Other:** _____ $_____   **Other:** _____ $_____

☐ Per item ☐ Monthly ☐ Annually   Month _____   ☐ Per item ☐ Monthly ☐ Annually   Month _____

Commercial Card Interchange Service Fee   ____**75**% *(See Program Guide for details regarding Commercial Card Interchange Service.)*

Item	Yes/No	Surcharge	
Pass Visa BIN/ICA Fee *(Note: this fee can be used for Shared Systems Only)*	☐ Yes ☐ No	**Visa BIN/ICA Fee Surcharge**	*(Per Item)* $_____
Pass Visa Staged Digital Wallet Fee	☐ Yes ☐ No	**Visa Staged Digital Wallet Fee Surcharge**	*(Per Item)* $_____
Pass Visa B2B Virtual Service Fees	☐ Yes ☐ No		
Pass Visa File Transmission Fee	☐ Yes ☐ No	**Visa File Transmission Transaction Fee Surcharge**	*(Per Item)* $_____
Pass Visa Acquirer Credit Voucher Data Processing Fee	☐ Yes ☐ No	**Visa Acquirer Credit Voucher Data Processing Fee Surcharge**	*(Per Item)* $_____
Pass Visa Acquirer Data Processing International Return Fee Credit:	☐ Yes ☐ No	**Visa Acquirer Data Processing International Return Fee Credit Surcharge**	*(Per Item)* $_____
Pass Visa Acquirer Data Processing International Return Fee Debit:	☐ Yes ☐ No	**Visa Acquirer Data Processing International Return Fee Debit Surcharge**	*(Per Item)* $_____
Pass Visa AFD Non Participation Fee	☐ Yes ☐ No	**Visa AFD Non Participation Fee Surcharge**	*(Per Item)* $_____
Pass Visa International Acquirer Processing Fee Credit	☐ Yes ☐ No	**Pass Visa International Acquirer Processing Fee Debit**	☐ Yes ☐ No
Pass Visa Account Verification International, Credit and Debit Fee	☐ Yes ☐ No		
Pass Visa APF Domestic Debit Auth Reversal Fee	☐ Yes ☐ No	**Pass Visa APF Domestic Credit Auth Reversal Fee**	☐ Yes ☐ No
Pass Visa APF International Debit Auth Reversal Fee	☐ Yes ☐ No		
Pass Visa APF International Credit Auth Reversal Fee	☐ Yes ☐ No		
Pass Visa Data Consistency Domestic Fee	☐ Yes ☐ No		
Pass Visa Excessive Auth Attempts Domestic & Cross Border Fee	☐ Yes ☐ No		
Pass Visa Fallback US Fee	☐ Yes ☐ No	**Visa Fallback US Fee Surcharge**	*(Per Item)* $_____
Pass Visa Network Acquirer Processing (NAPF) Reversal Fees	☐ Yes ☐ No		
Pass Discover Card Account Verification Fee	☐ Yes ☐ No	**Discover Card Account Verification Fee Surcharge**	*(Per Item)* $_____
Pass Discover Network Auth Fee	☐ Yes ☐ No	**Discover Network Auth Fee Surcharge** *(Flat Rate)* $_____ or *(Per Item)* $_____	
Pass Discover Program Integrity Fee	☐ Yes ☐ No	**Discover Program Integrity Fee Surcharge**	*(Per Item)* $_____
Pass Discover Ticket Retrieval Fee	☐ Yes ☐ No	**Discover Card Ticket Retrieval Fee Surcharge**	*(Per Item)* $_____
Pass Discover Dispute Fee *(Per Item)* $_____		**Discover Retrieval Fee**	*(Per Item)* $_____
Pass PayPal Participation Authorization Fee	☐ Yes ☐ No	**PayPal Participation Authorization Fee Surcharge**	*(Sales Volume)* _____%
Pass American Express OptBlue® Access Fee	☐ Yes ☐ No		
Pass American Express OptBlue® Network Fee	☐ Yes ☐ No	**American Express OptBlue® Network Fee Surcharge**	*(Sales Volume)* _____%
Pass American Express Dispute Fee *(Per Item)* $_____		**American Express Retrieval Fee**	*(Per Item)* $_____
Pass Mastercard Processing Integrity Fee Pre Auth	☐ Yes ☐ No	**Mastercard Processing Integrity Fee Pre Auth Surcharge**	*(Per Item)* $_____
Pass Mastercard Processing Integrity Fee Undefined Auth	☐ Yes ☐ No	**Mastercard Processing Integrity Fee Undefined Auth Surcharge**	*(Per Item)* $_____
Pass Mastercard Processing Integrity Fee Final Auth %	☐ Yes ☐ No	**Pass Mastercard Processing Integrity Fee Final Auth Minimum Per Item**	☐ Yes ☐ No
Pass Mastercard Processing Integrity Invalid Acquirer Authorization ICA Fee	☐ Yes ☐ No	**Mastercard Processing Integrity Invalid Acquirer Authorization ICA Fee Surcharge**	*(Per Item)* $_____
Pass Mastercard Processing Integrity Message Format Error Fee	☐ Yes ☐ No	**Mastercard Processing Integrity Message Format Error Fee Surcharge**	*(Per Item)* $_____
Pass Mastercard Processing Integrity Image Fee	☐ Yes ☐ No	**Mastercard Processing Integrity Image Fee Surcharge**	*(Per Item)* $_____
Pass Mastercard BIN/ICA Fee *(Note: this fee can be used for Shared Systems Only)*	☐ Yes ☐ No	**Mastercard BIN/ICA Fee Surcharge**	*(Per Item)* $_____

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Merchant Initials: _____

Prospay2407	**7. SERVICE FEE SCHEDULE** *(cont'd)*	Prospay2407

Merchant Fee Control Grid Fees (cont'd)

Pass Mastercard Account Status Fee	☐ Yes ☐ No	**Mastercard Account Status Fee Surcharge**	*(Per Item)* $_____
Pass Mastercard Kilobyte Clearing US Fee	☐ Yes ☐ No	**Mastercard Kilobyte Clearing US Fee Surcharge**	*(Per Item)* $_____
Pass Mastercard CVC2 Fee	☐ Yes ☐ No	**Mastercard CVC2 Fee Surcharge**	*(Flat Rate)* $_____ or *(Per Item)* $_____
Pass Mastercard ICA AVS Fee	☐ Yes ☐ No	**Mastercard ICA AVS Fee Surcharge**	*(Per Item)* $_____
Pass Mastercard Digital Enablement Fee	☐ Yes ☐ No	**Mastercard Digital Enablement Fee Surcharge**	*(Sales Volume)* _____%
Pass Mastercard Business to Business US	☐ Yes ☐ No	**Mastercard Business to Business US Surcharge**	*(Sales Volume)* _____%
Pass Mastercard SecureCode Transaction Fee	☐ Yes ☐ No	**Mastercard SecureCode Transaction Fee Surcharge**	*(Flat Rate)* $_____
Pass Mastercard Location Fee	☐ Yes ☐ No	**Mastercard Location Fee Surcharge**	*(Flat Rate)* $_____
Pass Mastercard ACQ Interchange Downgrade Fee	☐ Yes ☐ No	**Mastercard ACQ Interchange Downgrade Fee Surcharge**	*(Per Item)* $_____
Pass Mastercard Excessive Auth Attempts US Fee	☐ Yes ☐ No	**Mastercard Excessive Auth Attempts US Fee Surcharge**	*(Per Item)* $_____
Pass Mastercard ACQ Freight Program Fee	☐ Yes ☐ No	**Mastercard ACQ Freight Program Fee Surcharge**	*(Sales Volume)* _____%
Pass Mastercard 3DS-2 EMV Secure Code Fee	☐ Yes ☐ No	**Mastercard 3DS-2 EMV Secure Code Fee Surcharge**	*(Sales Volume)* _____%
Pass Mastercard Nominal Auth Amount US Fee	☐ Yes ☐ No	**Mastercard Nominal Auth Amount US Fee Surcharge**	*(Per Item)* $_____
Pass Retrieval Received Fax/Mail Fee	☐ Yes ☐ No	**Retrieval Received Fax/Mail Fee Surcharge**	*(Per Item)* $_____
Pass Chargeback Received Fax/Mail Fee	☐ Yes ☐ No	**Chargeback Received Fax/Mail Fee Surcharge**	*(Per Item)* $_____
Pass Retrieval Outgoing Fax/Mail Fee	☐ Yes ☐ No	**Retrieval Outgoing Fax/Mail Fee Surcharge**	*(Per Item)* $_____
Pass Chargeback Outgoing Fax/Mail Fee	☐ Yes ☐ No	**Chargeback Outgoing Fax/Mail Fee Surcharge**	*(Per Item)* $_____
Pass Visa Accept/No Accept Fee	☐ Yes ☐ No	**Visa Accept/No Accept Fee Surcharge**	*(Per Item)* $_____
Visa Auto Acceptance Fee	*(Per Item)* $_____		
Pass Mastercard Accept/No Accept Fee	☐ Yes ☐ No	**Mastercard Accept/No Accept Fee Surcharge**	*(Per Item)* $_____
Pass Discover Accept/No Accept Fee	☐ Yes ☐ No	**Discover Accept/No Accept Fee Surcharge**	*(Per Item)* $_____
Pass American Express Accept/No Accept Fee	☐ Yes ☐ No	**American Express Accept/No Accept Fee Surcharge**	*(Per Item)* $_____
Pass Dispute Case Mastercard DMS Fee	☐ Yes ☐ No	**Dispute Case Mastercard DMS Fee Surcharge**	*(Per Item)* $_____
Pass Dispute Image Mastercard DMS Fee	☐ Yes ☐ No		
Pass Mastercard Presentment Excessive Pages Fee	☐ Yes ☐ No		
Pass Dispute Image Visa DMS Fee	☐ Yes ☐ No	**Dispute Image Visa DMS Fee Surcharge**	*(Per Item)* $_____
Pass Visa Pre-Compliance Image Fee	☐ Yes ☐ No		
Pass Visa Incoming Pre-Dispute DMS Fee	☐ Yes ☐ No		
Pass Visa Late Response to Dispute Fee	☐ Yes ☐ No	**Visa Late Response to Dispute Fee Surcharge**	*(Per Item)* $_____
Pass Mastercard Late Response to Dispute Fee	☐ Yes ☐ No	**Mastercard Late Response to Dispute Fee Surcharge**	*(Per Item)* $_____
Pass Discover Late Response to Dispute Fee	☐ Yes ☐ No	**Discover Late Response to Dispute Fee Surcharge**	*(Per Item)* $_____
Pass American Express Late Response to Dispute Fee	☐ Yes ☐ No	**American Express Late Response to Dispute Fee Surcharge**	*(Per Item)* $_____
Pass STAR Debit Network Annual Fee	☐ Yes ☐ No	**STAR Debit Network Annual Fee Surcharge**	*(Flat Rate)* $_____
Pass Pulse Debit Network Annual Fee	☐ Yes ☐ No	**Pulse Debit Network Annual Fee Surcharge**	*(Flat Rate)* $_____
Pass Jeanie Debit Network Annual Fee	☐ Yes ☐ No	**Jeanie Debit Network Annual Fee Surcharge**	*(Flat Rate)* $_____
Pass NYCE Debit Network Annual Fee	☐ Yes ☐ No	**NYCE Debit Network Annual Fee Surcharge**	*(Flat Rate)* $_____
Pass Accel Debit Network Annual Fee	☐ Yes ☐ No	**Accel Debit Network Annual Fee Surcharge**	*(Flat Rate)* $_____
Pass Culiance Network Annual Fee	☐ Yes ☐ No	**Culiance Network Annual Fee Surcharge**	*(Flat Rate)* $_____
Pass NACHA Unauthorized Entry Fee	*(Per Item)* $_____	**NACHA Unauthorized Entry Fee Surcharge**	*(Per Item)* $_____
Other Fees	*(Other)* $_____	**PCI Annual Fee**	*(Flat Rate)* $_____

Security & Compliance Fees

Clover Security Plus	*(Flat Rate per month)* $_____	**PCI Rapid Comply**	*(Flat Rate per month)* $_____
PCI Rapid Comply (Compliance) & Liability Waiver	*(Flat Rate per month)* $_____	**Merchant Opted Out**	☐ Yes
Data Protection Only	*(Flat Rate per month)* $_____	**Clover Security Essentials**	*(Flat Rate per month)* $_____
Pass PCI Non Compliance Fee (Monthly)	*(Flat Rate)* $_____	**TransArmor Terminal**	*(Flat Rate)* $_____

Clover Fees

Main Street Insights Fee (per MID)	*(Flat Rate)* $_____	**Clover Go Monthly Fee (per MID)**	*(Flat Rate)* $_____
Wireless Monthly Service Fee	*(Flat Rate)* $_____	**Wireless Activation Fee**	*(Flat Rate)* $_____

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Prospay2407	**8. EQUIPMENT/THIRD PARTY INFORMATION**	Prospay2407

Network (Front End): ☐ Omaha ☐ North ☐ Nashville ☐ Buypass

Do you use any third party to store, process or transmit cardholder data? ☐ Yes ☐ No

If yes, identify the Third Party Processor used: ☐ 00 None ☐ 01 Yahoo ☐ 02 Authorize.net ☐ 03 Cybersource ☐ 04 Verifone ☐ 05 Merchant Link ☐ 06 Shift 4

☐ 08 FIS ☐ 09 Six Payment Services Corp ☐ 10 Verisign ☐ 99 Other *(please specify)* _____

INTERNET GATEWAY: ☐ First Data Global Gateway ☐ Other: _____

Wireless Network: _____

PC/Internet Software _____	Quantity _____	☐ New	☐ Rent	☐ Purchase¹	☐ Lease²	☐ Existing
Terminal Model _____	Quantity _____	☐ New	☐ Rent	☐ Purchase¹	☐ Lease²	☐ Existing
Printer Model _____	Quantity _____	☐ New	☐ Rent	☐ Purchase¹	☐ Lease²	☐ Existing
PIN Pad _____	Quantity _____	☐ New	☐ Rent	☐ Purchase¹	☐ Lease²	☐ Existing

¹ Clover Equipment Purchase Only: This is for information purposes only. Please refer to your equipment purchase agreement with First Data Hardware Services for information and pricing and fees for your equipment or hardware. You are not purchasing equipment from Processor and you acknowledge and agree that Processor will have no obligation or liability relating to such purchase of equipment. Your purchase of equipment is subject to separate terms and conditions between you and the equipment seller.
² See Equipment Lease Agreement for the Terms and Conditions governing your leased equipment.

Early Termination Fee $ _____ The initial term of this Agreement is three years from the date of your approval by our Credit Department (the Initial Term). If you terminate this Agreement before the end of the then current term or otherwise stop processing your transactions with us, you will be charged this Early Termination Fee. After the Initial Term, subject to Part IV, Section A.3, this Agreement shall automatically extend for an additional period of one year each (each an Extended Term). **Merchant Initials _____**

9. SIGNATURE(S)

Client certifies that all information set forth in this completed Merchant Processing Application is true and correct and that Client has received a copy of the Program Guide and Confirmation Page, which is part of this Merchant Processing Application (consisting of Sections 1-9), and by this reference incorporated herein. Client acknowledges and agrees that we, our Affiliates and our third party subcontractors and/or agents may use automatic telephone dialing systems to contact Client at the telephone number(s) Client has provided in this Merchant Processing Application and/or may leave a detailed voice message in the event that Client is unable to be reached, even if the number provided is a cellular or wireless number or if Client has previously registered on a Do Not Call list or requested not to be contacted Client for solicitation purposes. Client hereby consents to receiving commercial electronic mail messages from us, our Affiliates and our third party subcontractors and/or agents from time to time. Client further agrees that Client will not accept more than 20% of its card transactions via mail, telephone or Internet order. However, if your Application is approved based upon contrary information stated in Section 5, Transaction Information section above, you are authorized to accept transactions in accordance with the percentages indicated in that section. This signature page also serves as a signature page to the TeleCheck Solutions Agreement appearing in the Third Party Section of the Program Guide, if selected, the undersigned Client being "You" and "Your" for the purposes of the TeleCheck Solutions Agreement.

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

As part of our approval, processing services, continuing fraud prevention and account review processes, the undersigned consents to the use of information gathered online or that you submit to us, and/or automated electronic computer security screening, by us or our third party vendors.

Client authorizes FDMS and Bank and their affiliates to debit Client's designated bank account via Automated Clearing House (ACH) for costs associated with equipment hardware, software and shipping.

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, or processing and acceptance of transactions in certain jurisdictions pursuant to 31 CFR Part 500 et seq. and other laws enforced by the Office of Foreign Assets Control (OFAC). To help the government fight the funding of terrorism and money laundering activities, Servicers obtain, verify, and record certain information including your full name, physical address, and any other information needed for identity verification purposes while processing this MPA, as described in the USA Patriot Act.

Client certifies, under penalties of perjury, that the federal taxpayer identification number and corresponding filing name provided herein are correct. Client agrees to all the terms of this Merchant Processing Application and Agreement. This Merchant Processing Application and Agreement shall not take effect until Client has been approved and this Agreement has been accepted by Processor and Bank. Acceptance by Processor and Bank will occur upon the earlier of the execution of this Merchant Processing Application and Agreement by Processor and Bank, or the commencement of the provision of the Services by Processor and Bank.

Client's Business Principal/Officer:

Signature **X** _____ Title _____

Print Name of Signer _____ Date _____

Processor: First Data Merchant Services LLC

Signature **X** _____ Title: _____

Printed Name: _____ Date: _____

Bank: Wells Fargo Bank, N.A.
(a member of Visa USA, Inc. and Mastercard International, Inc.)
By: First Data Merchant Services LLC, pursuant to a limited power of attorney

Signature **X** _____ Title: _____

Printed Name: _____ Date: _____

TELECHECK ACH AUTHORIZATION

ACH Debit and Credit Authorization: Client authorizes its Financial Institution to pay and charge to its account the amount(s) due TeleCheck under this TeleCheck Agreement and to accept all credits and debits made to its account by TeleCheck via electronic funds transfer in connection with TeleCheck's services under this TeleCheck Agreement. This authorization shall remain in effect until (30) thirty days after revoked in writing.

Signature **X** _____ Print Name/Title: _____ Date _____
  Authorized Signature on TeleCheck Account for ACH

Personal Guarantee: In exchange for First Data Merchant Services LLC, Wells Fargo Bank, N.A., (a member of Visa USA, Inc. and Mastercard International, Inc.), and TeleCheck Services, Inc. (the Guaranteed Parties) acceptance of, as applicable, the Agreement, and/or the Equipment Agreement and/or the TeleCheck/TRS Solutions Agreement, the undersigned unconditionally and irrevocably guarantees the full payment and performance of Client's obligations under the foregoing agreements, as applicable, as they now exist or as modified from time to time, whether before or after termination or expiration of such agreements and whether or not the undersigned has received notice of any amendment of such agreements. The undersigned waives notice of default by Client and agrees to indemnify the Guaranteed Parties for any and all amounts due from Client under the foregoing agreements. The Guaranteed Parties shall not be required to first proceed against Client to enforce any remedy before proceeding against the undersigned. This is a continuing personal guaranty and shall not be discharged or affected for any reason. The undersigned understands that this is a Personal Guaranty of payment and not of collection and that the Guaranteed Parties are relying upon this Personal Guaranty in entering into the foregoing agreements, as applicable.

Personal Guarantee Signature **X** _____ Print Name: _____ Date _____

Personal Guarantee Signature **X** _____ Print Name: _____ Date _____

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CONFIRMATION PAGE

PROCESSOR INFORMATION:

Name: First Data Merchant Services LLC

Address: 4000 NW 120th Avenue, MS/CON-SMB, Coral Springs, FL 33065

URL: www.firstdata.com   **Customer Service #:** 1-800-858-1166

Please read the Program Guide in its entirety. It describes the terms under which we will provide merchant processing Services to you.

From time to time you may have questions regarding the contents of your Agreement with Bank and/or Processor or the contents of your Agreement with TeleCheck. The following information summarizes portions of your Agreement in order to assist you in answering some of the questions we are most commonly asked.

1. **Your Discount Rates are assessed** on transactions that qualify for certain reduced interchange rates imposed by Mastercard, Visa, Discover and PayPal. Any transactions that fail to qualify for these reduced rates will be charged an additional fee (see Section 26 of the Program Guide).

2. **We may debit your bank account** (also referred to as your Settlement Account) from time to time for amounts owed to us under the Agreement.

3. **There are many reasons why a Chargeback may occur.** When they occur we will debit your settlement funds or Settlement Account. For a more detailed discussion regarding Chargebacks see Section 15 of the Your Payments Acceptance Guide or see the applicable provisions of the TeleCheck Solutions Agreement.

4. **In consideration of the Services** provided by us, you shall be charged, and hereby agree to pay us any and all fees set forth in this Agreement (for the purpose of clarity, this includes the Application and any additional pricing supplements or subsequent communications), all of which shall be calculated and payable pursuant to the terms of this Agreement and any additional pricing supplements or subsequent communications. If you dispute any charge or funding, you must notify us within 60 days of the date of the statement where the charge or funding appears for Card Processing or within 30 days of the date of a TeleCheck transaction.

5. **The Agreement limits our liability to you.** For a detailed description of the limitation of liability see Section 28, 38.3, and 40.10 of the Card General Terms; or Section 17 of the TeleCheck Solutions Agreement.

6. **We have assumed certain risks** by agreeing to provide you with Card processing or check services. Accordingly, we may take certain actions to mitigate our risk, including termination of the Agreement, and/or hold monies otherwise payable to you (see Card Processing General Terms in Section 31, Term; Events of Default and Section 32, Reserve Account; Security Interest), (see TeleCheck Solutions Agreement in Section 7), under certain circumstances.

7. **By executing this Agreement with us** you are authorizing us and our Affiliates to obtain financial and credit information regarding your business and the signers and guarantors of the Agreement until all your obligations to us and our Affiliates are satisfied.

8. **The Agreement contains a provision** that in the event you terminate the Agreement prior to the expiration of your initial three (3) year term, you will be responsible for the payment of an early termination fee as set forth in Part IV, A.3 under "Additional Fee Information" and Section 16.2 of the TeleCheck Solutions Agreement.

9. **For questions or concerns** regarding your merchant account, contact customer service at the number located on your Merchant Services Statement.

10. **Card Organization Disclosure**

Visa and Mastercard Member Bank Information: Wells Fargo Bank N.A.

The Bank's mailing address is P.O. Box 6079, Concord, CA 94524, and its phone number is 1-844-284-6834.

Important Member Bank Responsibilities:

a) The Bank is the only entity approved to extend acceptance of Visa and Mastercard products directly to a merchant.

b) The Bank must be a principal (signer) to the 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.

f) The Bank is the ultimate authority should a merchant have any problems with Visa or Mastercard products (however, Processor also will assist you with any such problems).

Important Merchant Responsibilities:

a) Ensure compliance with Cardholder data security and storage requirements.

b) Maintain fraud and Chargebacks below Card Organization thresholds.

c) Review and understand the terms of the Merchant Agreement.

d) Comply with Card Organization Rules and applicable law and regulations.

e) Retain a signed copy of this Disclosure Page.

f) You may download "Visa Regulations" from Visa's website at: https://usa.visa.com/dam/VCOM/download/about-visa/visa-rules-public.pdf.

g) You may download "Mastercard Regulations" from Mastercard's website at: www.mastercard.us/content/dam/mccom/global/documents/mastercard-rules.pdf.

h) You may download "American Express Merchant Operating Guide" from American Express' website at: www.americanexpress.com/us/merchant.

Print Client's Business Legal Name: _____

By its signature below, Client acknowledges that it has received the Merchant Processing Application, Program Terms and Conditions consisting of 43 pages including this Confirmation Page and the applicable Third Party Agreement(s).

Client further acknowledges reading and agreeing to all terms in the Program Terms and Conditions. Upon receipt of a signed facsimile or original of this Confirmation Page by us, Client's Application will be processed.

NO ALTERATIONS OR STRIKE-OUTS TO THE PROGRAM TERMS AND CONDITIONS WILL BE ACCEPTED.

Client's Business Principal:

Signature *(Please sign below)*:

X _____   _____   _____

                                                                                  Title   **Date**

_____
Please Print Name of Signer