



MERCHANT PROCESSING APPLICATION



PLEASE PRINT LEGIBLY AND FILL OUT COMPLETELY

P.O. Box 3429, Thousand Oaks, CA 91359
Tel: (800) 554-4777

Representative Name # Sales Office # Phone #

GENERAL INFORMATION section containing Merchant's Legal Business Name, Doing Business As Name, Federal Tax ID Number, Social Security Number, Business Address, Mailing Address, Business Phone, Customer Service Phone, Business Fax, Contact Name, # of Locations, Time in Business, Business E-Mail, and Business Website.

BUSINESS INFORMATION section containing Retail Swiped/Keyed/Internet/Mail Order percentages, Merchant Type, Type of Ownership, Business Location, Method of Marketing, Mail/Telephone/Internet Sales, Specific Type of Product/Service Sold, Customer Return Policy, and Number of Days Until Product/Service is Delivered.

PROCESSING HISTORY section containing questions about credit card acceptance, previous processor termination, and former merchant numbers.

PRINCIPAL 1 section containing personal information for the first principal, including Name, Social Security Number, % Ownership, Title, Residential Address, City, State, Zip, Home Phone, Date of Birth, and Drivers License Number/State.

PRINCIPAL 2 section containing personal information for the second principal, including Name, Social Security Number, % Ownership, Title, Residential Address, City, State, Zip, Home Phone, Date of Birth, and Drivers License Number/State.

EQUIPMENT section containing details about terminals (VeriFone, Hypercom, etc.), wireless options, phone code for dial out, terminal automatic close, front-end options, payment gateway, shopping cart, software, download options, mobile device carrier, and manufacturer information.

**SCHEDULE OF FEES / PROCESSING LIMITS**  
(TO BE COMPLETED BY SALES REPRESENTATIVE)

MCC/SIC:	Application Fee: \$0.00	VISA / MC / Discover / American Express Transaction Fee:	ACH Return Item Fee: \$25.00 each
Monthly Sales Processing Limit: \$ _____	Customer Service / Statement Fee: \$_____ per month	\$0. _____ per transaction	Retrieval Request: \$15.00 each
Average Ticket: \$ _____		EBT Fee: \$0. _____ per transaction	Chargebacks: \$25.00 each
High Ticket: \$ _____	Plus Dues and Assessments	WEX / Voyager Transaction Fee: \$0. _____ per transaction	Interchange Clearing Fee: 0.04%
Monthly Minimum Discount Fee: \$ _____	<b>VISA / MC / Discover</b>	AVS: \$0.10 per inquiry	Reserve Maint. Fee: \$2.50 per month (if applicable)
<b>Offline-Debit Discount Rates:</b>	Interchange plus _____% plus Dues and Assessments	Batch Header: \$0.30 per batch	Regulatory Non-Compliance Fee:* \$19.99 per month
Qualified (Qual) Fee: _____%		Voice Auth: \$0.95 each	PCI Non-Action Fee:* \$30.00 per month *if applicable; see page 3
Mid-Qualified Fee: Qual plus _____%	<b>American Express:</b>	Refer to Page 3 for: - PCI Annual Compliance Fee	
Non-Qualified Fee: Qual plus _____%	Pass-Through Pricing plus _____%		
Settled Transaction Fee: \$ _____	System Processing Fee: 0.40%		
	PIN Debit Card Fees:		
	Access Fee: \$ _____ per month		
	Network Fees plus _____%		
	Transaction Fee: \$0. _____ per transaction		
Offline-Debit and Credit Card Discount Rates disclosed apply to VISA, MasterCard and Discover transactions.			
<b>American Express Discount Rates:</b>			
Qualified (Qual) Fee: _____%			
Mid-Qualified Fee: _____%			
Non-Qualified Fee: _____%			
Settled Transaction Fee: \$ _____			

The following fees will be passed through to merchant if applicable: VISA ACQ ISA, APF, Misuse of Auth, NPF/FANF (refer to Network Fee Billing Tables in Merchant Services Program Guide), Zero Floor Limit, Transaction Integrity Fee, Int'l Acquiring, Kilobyte, and AFD Partial Auth Non-Participant Fees; MasterCard Acquirer Support, Cross Border, Reversal Integrity, NABU, License, Kilobyte, CVC2, and ICA AVS Fees; Discover Data Usage, Int'l Processing, Service, and Network Auth Fees; American Express Network Auth Fee; and PIN Debit Network Annual Fees.

Comments: \_\_\_\_\_

ADDED SERVICE ENROLLMENT			
<input type="checkbox"/> Debit Card Services	<input type="checkbox"/> Electronic Benefits Transfer (EBT) EBT/FNS#:	<input type="checkbox"/> WEX / Voyager	
<input type="checkbox"/> Check Services	<input type="checkbox"/> Gift Card Services	<input type="checkbox"/> Lease Services	

CARD ACCEPTANCE			
Accept all MasterCard, Visa, Discover, and American Express Transactions (presumed, unless any selections below are checked)			
<b>MasterCard Acceptance:</b> <input type="checkbox"/> MC Credit transactions <input type="checkbox"/> MC Non-PIN Debit transactions	<b>Visa Acceptance:</b> <input type="checkbox"/> Visa Credit transactions <input type="checkbox"/> Visa Non-PIN Debit transactions	<b>Discover Acceptance:</b> <input type="checkbox"/> Discover Credit transactions <input type="checkbox"/> Discover Non-PIN Debit transactions	<b>American Express Acceptance:</b> <input type="checkbox"/> American Express Credit transactions
See Paragraph 1.9 of the Merchant Services' Program Guide for details regarding limited acceptance.			

AMERICAN EXPRESS® CARD ACCEPTANCE	
Existing American Express Direct SE Merchant Number (if applicable):	

**\*\*\*IMPORTANT - COMPLETE THE FOLLOWING 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):			

MERCHANT SITE SURVEY *Photograph of business location (interior & exterior) are required. (Completed by Sales Representative)		
Date:	Type of Building:	Square Footage (approximate):
Inspector's Comments:		
I have verified the identification of the above listed principal(s):		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.
Sales Representative Signature: _____		Inspector's Signature: _____

The undersigned, and each of them, if more than one, acknowledge(s) and agree(s) 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") for Merchant. In order for Merchant to obtain the payment services described in this Application and as may be selected by Merchant (collectively and individually, as applicable, the "Payment Services"), Merchant must agree to and accept the terms and conditions under which Bank and iPayment, Inc. ("iPayment") and its Affiliates (collectively, "Service(s)" or "we" or "us") will agree to provide them. Discover and American Express are not bank card networks. Bank is not a sponsor of Discover or American Express Card Transactions under this Agreement (as defined below) and is not a party to this Agreement insofar as it relates to Discover and American Express Card Transactions. The provisions of this Agreement regarding Discover and American Express constitute an agreement solely between Merchant and iPayment. This Agreement applies also to Additional Services (also as defined below), provided that this Agreement constitutes an Agreement solely between Merchant and iPayment and Bank is not a party to the Agreement insofar as it relates to Additional Services.

By signing below, Merchant (and each individual undersigned) 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.) Merchant and the undersigned understand that certain terms used in the Agreement (including this Application) are fully defined in the Program Guide; that Merchant and the undersigned

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: <https://www.ipaymentinc.com/docs/librariesprovider11/guides/ms-program-guide-NT.pdf>); that the Agreement sets out the terms and conditions under which Merchant may utilize the Services; and that Merchant has an obligation to promptly contact iPayment and/or the Bank regarding any questions pertaining to any portion of this Agreement; c.) the undersigned have the authority to bind Merchant such that, upon acceptance of this Agreement, it becomes a legally binding contract enforceable against Merchant and, with respect to certain provisions, the individual(s) executing this Agreement on behalf of Merchant who is/are making certain representations and promises in his, her or their personal capacity.

By signing below, the undersigned individually and on behalf of Merchant warrant and certify that all information submitted under the Agreement (including this 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. The undersigned hereby authorize 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. The undersigned furthermore agree 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. The undersigned further acknowledge and agree that Merchant will not use any 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. Merchant acknowledges and agrees that Bank and/or iPayment and their Affiliates and their third party subcontractors and/or agents may use automatic telephone dialing systems to contact Merchant at the telephone number(s) Merchant has provided in this Application, or as may be updated by Merchant from time to time, and/or may leave a detailed voice message in the event that Merchant is unable to be reached, even if the number provided is a cellular or wireless number or if Merchant has previously registered on a Do Not Call list or requested not to be contacted for solicitation purposes. Merchant hereby consents to receiving commercial electronic messages from Bank and/or iPayment and their Affiliates and their third party subcontractors and/or agents 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: 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, Merchant and the undersigned agree, understand and 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.) Merchant must select and indicate the category of "Cards" it will accept on this Application, which will collectively be referred to as "Cards". Merchant acknowledges and agrees that Merchant will be furnished with the Payment Services and products described and selected by Merchant in this Application and that Servicers will be the sole and exclusive provider of the Payment Services to Merchant during the term of this Agreement; d.) If Merchant is approved, any cancellation by Merchant of this Agreement with respect to Payment Services within three (3) years from the date of approval or any termination by Servicers as to Payment Services due to an Event of Default by Merchant, will be subject to payment of the applicable early termination fees for each Merchant Account and Merchant will be charged a fee for such early termination equal to (i) \$0.00 for each Merchant Account if terminated before completion of the first year of the Term; or (ii) \$0.00 for each Merchant Account 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 24.1 of the Agreement - Program Guide). A \$99.00 PCI Annual Compliance Fee will be assessed to each Merchant Account annually. A PCI Non-Action Fee will be assessed to each Merchant Account monthly for not taking action to complete their required PCI compliance requirements. A Regulatory Non-Compliance Fee will be assessed to each Merchant Account during each month where an inaccurate federal taxpayer identification number and/or legal business name is identified on your Merchant Account based on information provided by you on this Application or as you may amend from time to time.

If Merchant has selected (by checking the appropriate box on this Application) to receive products and/or services offered under one or more of the Third Party Agreements referenced in the Program Guide, the undersigned individually and on behalf of Merchant hereby acknowledge and agree that the executed signature page of this 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 this Application all of which are incorporated by reference into the Third Party Agreements. Merchant authorizes iPayment and Bank and their Affiliates to share and exchange the information on this Application with the Third Parties and service vendors that may be engaged to provide Additional Services (as defined below) and to provide a copy of the executed signature page to the respective Third Party or service vendors, if requested.

**Notice: Merchant may be enrolled in Additional Services as described in the Program Guide, for which applicable fees will be incurred. Merchant may cancel Additional Services during the thirty (30) day period following notice of enrollment from iPayment and avoid fees for such Additional Services by calling toll free 1-800-716-9638 or by following other procedures described in the Program Guide. Merchant acknowledges and agrees that Additional Services are subject to the Agreement including the Program Guide and documents referenced therein. The provisions of the Agreement regarding Additional Services constitute an agreement solely between Merchant and iPayment.**

Merchant specifically authorizes iPayment and its Affiliates to collect fees and other charges applicable to Additional Services from Merchant's Settlement Account in accordance with their respective fee schedules as amended from time to time by iPayment pursuant to the ACH Authorization set forth below. The undersigned agree that the signature page of this Application shall also serve as the signature for the Agreement as applicable to Additional Services, including fees and charges. Merchant consents to accept electronic communications and acknowledge that Merchant's electronic signature is valid and enforceable in connection with all Services, including Payment Services and Additional Services, in accordance with the E-Sign Authorization provisions in the Program Guide. The undersigned agree to the Arbitration and Waiver provisions of the Agreement set forth in the Program Guide, which apply only to disputes between undersigned and/or Merchant and iPayment.

ACH Authorization: Through execution below, Merchant authorizes us to debit the Settlement Account specified herein as needed to satisfy all charges for the Payment Services and Additional Services described herein, including the Electronic Funding Authorization provisions of the Program Guide. Merchant consents to debits by us to the Settlement Account (a) for fees and charges for Payment Services pursuant to Section 19 of the Program Guide; and (b) for Additional Services in an amount ranging from \$0.00 to \$100.00, which Merchant agrees represents an acceptable range for the applicable Additional Services. Should the monthly fee and debit to the Settlement Account for Additional Services exceed this range for any reason, iPayment will provide Merchant with at least ten (10) days prior notice of such varying amount before the scheduled date of payment transfer from the Settlement Account. With respect to Additional Services, Merchant has the right to stop payment of these preauthorized transfers at any time with prior written or oral notice to iPayment. Should Merchant provide oral notice, written notice must follow and be provided to iPayment within fourteen (14) days for any oral stop-order to be valid and effective.

Merchant certifies, under penalties of perjury, that the federal taxpayer identification number and corresponding legal business name provided herein are correct and are those used by Merchant in filing all federal, state and local tax returns.

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement (including this Application) on behalf of the Merchant identified above as of the date(s) indicated below, and hereby confirm that Merchant has received a complete copy of the entire Agreement, including a completed copy of this Application, consisting of pages one (1) through four (4), together with a copy of the Program Guide (Revision 0914.NT).

Applicant/Merchant Legal Name \_\_\_\_\_

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

Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

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

APPROVED/ACCEPTED:

APPROVED/ACCEPTED:

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

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

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

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 Bank 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 Bank 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 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 Bank and/or 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 Bank or iPayment 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 Bank 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 Bank and iPayment that: (a) neither Wells Fargo Bank nor iPayment has made any 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 Bank and iPayment shall have no obligation to disclose to You any information or material about the Applicant which is acquired by Wells Fargo Bank 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 Bank and iPayment now has or may hereafter have against the Applicant or any other person, and waive any benefit of, or any right to participate in, any security now or hereafter held by Wells Fargo Bank or iPayment. You agree that this guaranty will be governed by California law; and shall benefit Wells Fargo Bank, iPayment and their respective 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 iPayment are relying on this Guaranty in entering into the Agreement.

_____ , An Individual	_____	_____
Signature	Print Name	Date
_____ , An Individual	_____	_____
Signature	Print Name	Date

**CONFIRMATION PAGE**

**SERVICER INFORMATION:** **CHI Payment Systems / iPayment, Inc.**  
 P.O. Box 3429, Thousand Oaks, CA 91359  
[www.ipaymentinc.com](http://www.ipaymentinc.com)  
 Customer Service Number: (800) 554-4777  
 Fax Number: (818) 540-6712

**CARD ORGANIZATION DISCLOSURE:**

**Visa and MasterCard Member Bank Information: Wells Fargo Bank, N.A.**

The Bank's mailing address is 1200 Montego, Walnut Creek, CA 94598 and its phone number is (925) 746-4172

**Important Member Bank Responsibilities:**

- (a) The Bank is the only entity approved to extend acceptance of Card Organization 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 Servicers or 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.

**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.
- (e) Retain a signed copy of this Disclosure Page.
- (f) You may download "Visa Regulations" from Visa's website at: [http://usa.visa.com/merchants/operations/op\\_regulations.html](http://usa.visa.com/merchants/operations/op_regulations.html).
- (g) You may download "MasterCard Regulations" from MasterCard's website at: <http://mastercard.com/us/merchant/support/rules.html>.

**Print Merchant's Business Legal Name:** \_\_\_\_\_

**By its signature below, Merchant acknowledges that is has received the complete Program Guide (Revision 0914.NT) consisting of Parts I through IV (including this confirmation).**

**Merchant further acknowledges reading and agreeing to all terms in the Program Guide, which shall be incorporated into Merchant's Agreement. Upon receipt of a signed facsimile or original of this Confirmation Page by us, Merchant's Application will be processed.**

**NO ALTERATIONS OR STRIKE-OUTS TO THE PROGRAM GUIDE WILL BE ACCEPTED.**

**Merchant's Business Principal:**

**Signature** (Please sign below):

**X** \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

Please Print Name of Signer