

MERCHANT APPLICATION AND AGREEMENT

MERCHANT #: _____ Sales Rep. name: _____ ISO #: _____

1. BUSINESS INFORMATION

Corporate / Legal Name:		Merchant Name (Dba Or Trade Name):	
Corporate Address:		Location Address:	
City:	State:	Zip:	City: State: Zip:
Contact Business #:	Federal Tax Id#:	Contact Business #:	Email Address:
Years In Business:	# Of Locations:	Please Choose Mailing Address: <input type="checkbox"/> DBA <input type="checkbox"/> LEGAL	WEBSITE:

NOTE: Failure to provide accurate information may result in a withholding of merchant funding per: IRS regulations.

2. OWNERS / PARTNERS / OFFICERS All Owners with up to 25% or more ownership or owners with significant responsibility managing the legal entity must be added.

OWNERS /PARTNERS /OFFICERS 1	OWNERS /PARTNERS /OFFICERS ***
Name:	Name: _____ Ownership % _____
Title: _____ % Of Ownership* _____ Guarantor** <input type="checkbox"/> Yes <input type="checkbox"/> No	
Home Address:	Name: _____ Ownership % _____
City: _____ State: _____ Zip: _____	
Telephone:	Name: _____ Ownership % _____
Social Security #: _____ Date of Birth: _____	
Email Address:	Additional information for ownership: _____
Prior Bankruptcies: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Business <input type="checkbox"/> Personal Date Discharged: _____	

*Each individual who owns, directly or indirectly through any contract, arrangement, understanding relationship or otherwise, 25% or more of the equity interests of the Client, or who is the Client's sole proprietor, must be added.
 ** A Guarantor means a "beneficial owner" who is identified as the authorized signer, with significant responsibility and control (e.g. Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, Managing Member, General Partner, President, Vice President, Treasurer).
 ***An addendum will be provided for any owner not stated on the application with 25% or more ownership in the aforementioned company(or legal entity)

3. SALES PROFILE

DOES THIS LOCATION CURRENTLY TAKE VISA/MASTERCARD/DISCOVER® NETWORK? <input type="checkbox"/> Yes <input type="checkbox"/> No			Must equal to 100%	
Average Ticket \$ _____	Maximum Ticket \$ _____	Monthly Volume \$ _____	Retail Chip/Swipe	%
Funding: <input type="checkbox"/> Regular <input type="checkbox"/> Next Day <input type="checkbox"/> Same Day Billing type: <input type="checkbox"/> Monthly <input type="checkbox"/> Daily			Card Present Keyed	%
			Mail/phone	%
			Internet	%
			Business to Business % _____ To Consumer % _____ To Government % _____	

4. BUSINESS PROFILE

OWNERSHIP: MUST PROVIDE DOCUMENTATION

INDIVIDUAL / SOLE PROPRIETOR LLC PA/PC PUBLICLY TRADED OTHER: _____
 PARTNERSHIP CORPORATION GOVERNMENT NON-PROFIT

BUSINESS TYPE: RETAIL RESTAURANT SERVICE INTERNET LODGING OTHER: _____

MCC: _____ Goods and services: _____

Bank Name: _____ Routing Number #: _____ Account Number #: _____

Please describe your refund / return policy: _____

5. SITE INSPECTION SURVEY

MERCHANT: OWNS RENTS NAME & ADDRESS LANDLORD/MGT.CO: _____

AREA ZONED: COMMERCIAL INDUSTRIAL RESIDENTIAL **SQUARE FOOTAGE:** 0-500 501-1000 1001-2000 2001-4000 OTHER (EST. SQ. FT)

INVENTORY MAINTAINED: ON SITE WAREHOUSE OFF SITE FULFILLMENT CENTER , PROVIDE NAME & ADDRESS _____

WAS THE OFF-SITE LOCATION VISITED?: YES NO IF NO, EXPLAIN: _____

DOES THE AMOUNT OF INVENTORY ON SHELVES , FLOOR AND IN WAREHOUSE APPEAR CONSISTENT WITH THIS TYPE OF BUSINESS AND CREDIT CARD VOLUME?:
 YES NO IF NO, EXPLAIN: _____

DOES THE SIGNAGE INSIDE AND OUTSIDE MATCH THE GOODS OR SERVICES SOLD LISTED ON THE APPLICATION?:
 YES NO IF NO, EXPLAIN: _____

I hereby verify that I have inspected the business premises of the merchant at this address and the information stated above is correct to the best of my knowledge and belief.

Inspected By (Print Name): _____ Signature: _____ Date: _____

6. CARD NOT PRESENT INFORMATION

If you process 20% or more of your credit card volume without chip and or card present, please complete the section below:

- Please submit your product catalog, brochures, promotional materials, a current price list, and a copy of your service agreement with card holder if applicable. If on the internet, please include screen-prints of your website address if your site is not yet active.
- If internet, please check your type of business.

- Web Hosting Domain Registration Web Page Design Auction Internet Service Gateway
 Selling Digital Service Advertisement Selling Hard Goods Other: _____

If you're an e-commerce business or if you're selling online, list the encryption methods, vendors and controls used to secure transaction information _____

- How will the product be advertised or promoted?: _____
- Billing Methods (Check All that Apply): Monthly _____ % Yearly _____ % Quarterly _____ % One Time _____ % Hourly _____ %
- List the name(s) and address(es) of the vendor(s) from which supplies are purchased: _____
- Who performs product/service fulfillment? If direct from vendor, please provide Vendor Name, address and phone number in full: _____
- Please describe how a sale takes place from beginning of order until completion of fulfillment: _____

7. SERVICE ACCEPTANCE AND FEE SCHEDULE

Surcharge (Pass on Credit Card processing fees to customers)

Credit Card Surcharge Amount	%	\$	Debit Card Pass-thru Interchange	%	\$
Merchant is responsible for all processing fees on Card transactions. If Merchant does not apply a Surcharge to a Card transaction, the Merchant is still responsible for the associated processing fees. As a Surcharge Merchant, you agree to post signage as required by the Card Organizations or Settlor that informs Cardholders and/or customers of the Merchant Surcharge policy. The signage shall be placed at the entry point of the store and at the point of sale. When conducting an ecommerce transaction, the surcharge disclosure shall appear on the first page that references credit card brands and shall include the % of the surcharge on credit card transactions.					

Pass Through Interchange

Visa/MasterCard/Discover Qual Credit	%	Visa/MasterCard/Discover Qual Debit	%	American Express Qual Credit	%
<input type="checkbox"/> Tiered <input type="checkbox"/> Flat Rate	QUAL		MID		NON
Visa/MasterCard/Discover Qual Debit	% \$	Visa/MasterCard/Discover Debit Mid Qual	% \$	Visa/MasterCard/Discover Debit Non Qual	% \$
Visa/MasterCard/Discover Qual Credit	% \$	Visa/MasterCard/Discover Credit Mid Qual	% \$	Visa/MasterCard/Discover Credit Non Qual	% \$
Amex Opt Blue Qual	% \$	Amex Opt Blue Mid Qual	% \$	Amex Opt Blue Non Qual	% \$

ERR

Visa/MC/Discover/Qual Credit	%	Visa/MC/Discover/Qual Debit	%	American Express/Qual Credit	%
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Pin Debit Fee Schedule

Pass Through Pin Debit Network Fees. YOU MUST SELECT TO ENABLE PIN DEBIT

<input type="checkbox"/> Pin Debit Discount Rate	%	Pin Debit Transaction Per Item	\$
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8. AUTHORIZATION, MONTHLY & SPECIAL PROGRAM FEES

Visa/MC/Discover Auth \$ _____	Amex Auth \$ _____	Pin Debit Auth \$ _____	Pin Debit Access Fee \$ _____	Batch Fee \$ _____	AVS \$ _____	Wireless Per Item \$ _____	Wireless Access Fee \$ _____
Wireless Activation \$ _____	Statement Fee \$ _____	Monthly Minimum \$ _____	Internet Gateway Access Fee \$ _____	Internet Gateway Per Item \$ _____	Voice Auth \$ _____	Annual Fee \$ _____	PCI Non-Compliance \$ _____
PCI Monthly Fee \$ _____	PCI Annual Fee \$ _____	Chargeback Fee \$ _____	Retrieval Fee \$ _____	1099K Reporting \$ _____	TIN Mis-Match (until validated) \$ _____	ACH Reject Fee \$ _____	ETF Fee \$ _____
Next Day Funding (cut off time 10:45 pm ET) \$ _____	Same Day Funding (cut off time 1:45 pm ET) \$ _____	EBT \$ _____ FCS # (please provide copy of license): _____					

	\$	Start Mo/Yr	Frequency (one-time, monthly, annually)		\$	Start Mo/Yr	Frequency (one-time, monthly, annually)
Misc Fee				Misc Fee			
Misc Fee				Misc Fee			
Misc Fee				Misc Fee			

9. EQUIPMENT SETUP

Type of Equipment	Manufacturer	Model	Qty	Deployment			
<input type="checkbox"/> Terminal <input type="checkbox"/> Pin Pad <input type="checkbox"/> Printer <input type="checkbox"/> VAR				<input type="checkbox"/> Reprogram (merchant owned)	<input type="checkbox"/> Purchased by ISO/Agent	<input type="checkbox"/> New Order (attach Purchase Order Form)	<input type="checkbox"/> Placement (attach placement agreement)
<input type="checkbox"/> Terminal <input type="checkbox"/> Pin Pad <input type="checkbox"/> Printer <input type="checkbox"/> VAR				<input type="checkbox"/> Reprogram (merchant owned)	<input type="checkbox"/> Purchased by ISO/Agent	<input type="checkbox"/> New Order (attach Purchase Order Form)	<input type="checkbox"/> Placement (attach placement agreement)
SHIPPING INSTRUCTIONS				TERMINAL FEATURES			
<input type="checkbox"/> SHIP TO MERCHANT				Connection:	<input type="checkbox"/> Dial	<input type="checkbox"/> Ethernet	<input type="checkbox"/> Wireless 3G
<input type="checkbox"/> SHIP TO SALES REP				Auto-Close Time:			
<input type="checkbox"/> DO NOT SHIP. SALES REP PROVIDE TERMINAL. SERIAL NUMBER				Report Type:	<input type="checkbox"/> Detailed	<input type="checkbox"/> Total	<input type="checkbox"/> Both
<input type="checkbox"/> DO NOT SHIP. SALES REP PICK UP				Special Instructions			

10. MERCHANT ACCEPTANCE AND AGREEMENT

By executing this Merchant Application on behalf of the merchant described above (the "Merchant"), the undersigned individual(s): (i) represent(s) and warrant(s) that all information contained in this Merchant Application is true, correct and complete as of the date of this Merchant Application, and that such individual(s) have the requisite corporate power and authority to complete and submit this Merchant Application and make and provide the acknowledgements, authorizations and agreements set forth below, both on behalf of the Merchant and individually; (ii) acknowledge(s) that the information contained in this Merchant Application is provided for the purpose of obtaining, or maintaining a merchant account with Bank on behalf of the Merchant; (iii) authorize Bank to investigate the credit of the Merchant and each person listed on this Merchant Application; (iv) agree, on behalf of the Merchant and in the event this Merchant Application is accepted and executed by Bank, to the Fee Schedule set forth above and to the Terms and Conditions included with and incorporated into this Merchant Agreement. **Merchant understands that this Agreement shall not take effect until Merchant has been approved by Bank and a merchant number is issued.**

Merchant: _____ Date: _____ Signature of Principal/ Owner #1: _____ Title: _____
 Print Legal Name of Merchant Business

Processor: _____
 (Signature): _____
 (Name and Title): _____ Signature of Principal/ Owner #2: _____ Title: _____

11. PERSONAL GUARANTEE

In consideration of Bank's acceptance of this Agreement, the undersigned Guarantor (jointly and severally if more than one) unconditionally guarantees the performance of all obligations of Merchant to Bank under the Agreement, and payment of all sums due there under, and in the event of default, hereby waives notice of default and agrees to indemnify Bank for all funds due from Merchant pursuant to the terms of the Agreement. Guarantor waives any and all rights of subrogation, reimbursement or indemnity derived from Merchant, and further waives any and all rights or defenses arising by reason of any modification or change in the terms of the Agreement whatsoever, including, without limitation, the renewal, extension, acceleration, or other change in the time any payment or other performance there under is due, and / or any change in any interest or discount rate or fee there under. Guarantor confirms that Guarantor, collectively or individually, is a party to the Agreement, and unconditionally and specifically authorizes Bank or their authorized agents, to debit any overdue fees, costs, chargebacks, fines, fees, penalties, expenses or obligations under the Agreement and / or any contractual relationship with Bank from any personal checking account or other account owned or controlled by Guarantor, and further to report any default hereunder on Guarantor's personal Credit Bureau Report. Guarantor agrees to pay all costs and expenses of whatever nature, including attorneys' fees and other legal expenses, incurred by or on behalf of Bank in connection with the enforcement of this Guaranty.

Guarantor #1: _____ Date: _____ Guarantor #2: _____ Date: _____

12. BANK DISCLOSURE

Member Bank Information:



Member Bank Information:
 Evolve Bank & Trust
 301 Virginia Avenue
 Fairmont, West Virginia
 26554-2777



Member Bank Information:
 MetaBank, N.A.
 5501 S Broadband Ln
 Sioux Falls, SD 57108
 605.361.4347



Member Bank Information:
 Wells Fargo Bank N.A.
 1200 Montego Walnut creek,
 CA 94598



Member Bank Information:
 ESQUIRE BANK, NA
 100 Jericho Quadrangle, Suite 100
 Jericho, NY 11753
 516.535.2002

Important Bank Responsibilities:

1. Bank is the only entity approved to extend acceptance of VISA, MasterCard, Discover and American Express products directly to a Merchant.
2. Bank must be a principal (signor) to the Merchant Agreement.
3. Bank is responsible for educating Merchants on pertinent VISA, MasterCard, Discover and American Express Operating Regulations with which Merchants must comply.
4. Bank is responsible for and must provide settlement funds to the Merchant.
5. Bank is responsible for all funds held in reserve that are derived from settlement.

Important Merchant Responsibilities:

1. Ensure compliance with cardholder data security and storage requirements.
2. Maintain fraud and chargebacks below thresholds.
3. Review and understand the terms of the Merchant Agreement.
4. Comply with VISA, MasterCard, Discover and American Express Operating Regulations.

Important Merchant Responsibilities: The responsibilities listed above do not supersede terms of the Merchant Agreement and are provided to ensure the Merchant understands some important obligations of each party and that the VISA Member— Bank —is the ultimate authority should the Merchant have any problems.

Merchant's Signature: _____ Date: _____

Merchant's Printed Name: _____ Date: _____