MERCHANT PROCESSING APPLICATION

PLEASE PRINT LEGIBLY AND FILL OUT COMPLETELY

iPayment, Inc.
a registered ISO/MSP of
Wells Fargo Bank, N.A., Walnut Creek, CA

Bank is FDIC Insured

Representative Name _____ **#** _____ **Sales Office #** _____ **Phone #** _____

GENERAL INFORMATION

Merchant's Legal Business Name: (for Sole Proprietorships, enter Principal's name)

Doing Business As Name:

Business Address: (no P.O. Boxes)

City/State/Zip:

County:

How Long:

Mailing Address:

City/State/Zip:

Federal Tax ID: ☐ SSN ☐ EIN

Business Phone:

Customer Service Phone:

Business Fax:

Contact Name:

# of Locations:

Time in Business:
Years: _____ Months: _____

Business Hours:

Business E-Mail:

Business Website:

BUSINESS INFORMATION

Retail Swiped % _____
Retail Keyed % _____
Internet % _____
Mail Order % _____
TOTAL % 100

Merchant Type:
☐ Retail ☐ Restaurant ☐ Utility
☐ Retail w/ Tip ☐ Lodging ☐ Petroleum
☐ Mail/Phone ☐ Fast Food ☐ Convenience
☐ Internet ☐ QSR ☐ Public Sector
☐ Business to Business: B-2-B _____% B-2-C _____%

Type of Ownership:
☐ Sole Prop. ☐ Partnership ☐ Tax Exempt
☐ Corp. ☐ Non-Profit ☐ Trust/Estate/Assn.
☐ LLC ☐ Gov't. ☐ Legal/Medical Corp.
☐ Other (specify):

Business Location:
☐ Store Front
☐ Office
☐ Home
☐ Other (specify): _____

Methods of Marketing: (attach examples)
☐ Newspaper ☐ Magazine / Catalog ☐ Internet
☐ Direct Mail ☐ Yellow Pages
☐ TV / Radio ☐ Outbound Telemarketing

Specific Type of Product(s)/Service(s) Sold:

Mail, Telephone or Internet Sales:
Who performs product/service fulfillment?
☐ Merchant ☐ Vendor/Fulfillment House
Vendor/Fulfillment House Information:
Name: _____
Address: _____
Phone: _____

Does Merchant use third party to store, process or transmit cardholder data? ☐ Yes ☐ No
Third Party Information:
Name: _____
Address: _____
Phone: _____
Software Used by Third Party: _____

☐ Seasonal Merchant
Months Merchant will process:
_____

Customer Return Policy:
☐ Refund w/in 30 days ☐ Exchange Only ☐ None
☐ Other (specify): _____

Number of Days Until Product/Service is Delivered: _____
MasterCard/Visa/Discover sales transactions are settled: ☐ Date of Order
☐ Date of Shipment ☐ Other (specify): _____

PROCESSING HISTORY

Has Applicant ever accepted credit cards before? ☐ Yes ☐ No
If Yes, who was your processor?
Former Merchant Number(s):

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

PRINCIPAL 1

Name:

Social Security Number:

% Ownership:

Title:

Residential Address: ☐ Own ☐ Rent

City:

State:

Zip:

How Long at This Address?

Home Phone:

Date of Birth:

Drivers License Number / State:

PRINCIPAL 2

Name:

Social Security Number:

% Ownership:

Title:

Residential Address: ☐ Own ☐ Rent

City:

State:

Zip:

How Long at This Address?

Home Phone:

Date of Birth:

Drivers License Number / State:

REFERENCE CONTACTS

Bank:	Account #:	Phone:	Contact:
Trade:	Account #:	Phone:	Contact:

EQUIPMENT

☐ VeriFone ☐ Hypercom ☐ Nurit ☐ Other : _____
Model _____

☐ Printer
Model: _____

☐ PIN Pad
Model: _____

☐ Reprogram

Additional Terminals:

Wireless:
☐ Cingular
☐ GPRS
☐ CDMA

Phone Code for Dial Out:
☐ None
☐ "8"
☐ "9"
☐ Other: "_____"

Terminal Automatic Close:
☐ Yes ☐ No
Time: _____ ☐ AM ☐ PM
Time Zone: ☐ Pacific ☐ Mountain
☐ Central ☐ Eastern

Front-end:
☐ Omaha ☐ North
☐ Nashville ☐ Buypass
☐ Other: _____

☐ Payment Gateway: _____
Shopping Cart: _____
☐ Software: _____
Software Version: _____

Starter Kit: ☐ Yes ☐ No

Imprinter: ☐ Regular ☐ Mini

Plate: ☐ Yes ☐ No Quantity: _____

Rep to do Install: ☐ Yes ☐ No

Rep Supplying Equipment: ☐ Yes ☐ No

Date Needed By: _____

LEASE	Lease Term: _____Months ☑ Equipment Service Program	Total monthly lease charge: $ _____ w/o Tax	**This is a non-cancelable lease for the full term indicated. (Initial:)**

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

MCC/SIC:	Application Fee: $ _____	VISA / MC / Discover Transaction Fee: $ 0._____ per transaction	FDR Help Desk Fee: $3.50 each FDR Asst. Service Fee: $3.50 each ACH Return Item Fee: $25.00 each ACH Change Fee: $25.00 each Retrieval Request: $15.00 each Chargebacks: $25.00 each Over Limit Fee: 5.00% High Risk Fee: 0.25%
Monthly Sales Processing Limit: $ _____	Customer Service / Statement Fee: $ _____ per month	T&E Transaction Fee: $ 0._____ per transaction	
Average Ticket: $ _____	iAccess Fee: ☐ Single $ 9.95 per month ☐ Chain $ 30.00 per month	If T&E Transaction Fee is blank, fee will be the same as VISA/MC/Discover Transaction Fee.	
Monthly Minimum Discount Fee: $25.00		EBT Fee $ 0._____ per transaction	
Offline-Debit Discount Fees: Qualified Fee: _____% Mid-Qualified Fee: Qualified + 0.40% Non-Qualified Fee: Qualified + 2.75%	☐ Merchant/Premier Club: $ _____ per month	AVS: $0.10 per inquiry Batch Header: $0.30 per batch Voice Auth: $2.00 each	Annual Fee: Retail Merchants: $49.95 Non-Retail Merchants: $99.95
Credit Card Discount Fees: Qualified Fee: _____% Mid-Qualified Fee: Qualified + 0.40% Non-Qualified Fee: Qualified + 2.75%	Debit Card Fees: Access Fee: $ _____ per month Transaction Fee $0. _____ per transaction + network fees	Early Termination Fee: Please refer to Paragraph 22.1 of the Merchant Services' Program Guide	Reserve Account Maintenance Fee: $2.50 per month
Offline-Debit and Credit Card Discount Fees disclosed apply to VISA, MasterCard and Discover transactions.	Interchange: + _____ % Plus Dues and Assessments	**Wireless Fees** Set-up Fee: $ _____ Monthly Access Fee: $ _____ Per Auth Fee: $ _____	**Payment Gateway Fees** Set-up Fee: $ _____ Monthly Access Fee: $_____ Per Auth Fee: $ _____

Comments: _____

_____

_____

ADDED SERVICE ENROLLMENT

☐ Debit Card Services	☐ Electronic Benefits Transfer (EBT) EBT/FNS# _____	☐ WEX / Voyager
☐ Check Services	☐ Gift Card Services	☐ Lease Services

CARD ACCEPTANCE

Accept all MasterCard and Visa Transactions (presumed, unless any selections below are checked)

MasterCard Acceptance:	Visa Acceptance:
☐ Accept MC Credit transactions only ☐ Accept MC Non-PIN Debit transactions only	☐ Accept Visa Credit transactions only ☐ Accept Visa Non-PIN Debit transactions only

See Paragraph 1.9 of the Merchant Services' Program Guide for details regarding limited acceptance.

EXISTING MERCHANT NUMBERS

American Express		Diners Club		JCB	

AMERICAN EXPRESS NEW ENTITLEMENT

☐ Discount Rate: _____ % **or** ☐ Monthly Flat Fee: $5.95 Retail: ☐ $0.10 Transaction Fee + 0.30% CNP Downgrade Services, Wholesale & All Other: ☐ $0.15 Transaction Fee	Est. Annual Volume: $ _____ Est. Average Tkt: $_____ ☐ Monthly Gross Pay ☐ Daily Gross Pay Pay Frequency: ☐ 3 Day ☐ 15 Day ☐ 30 Day

Merchant Initials _____ Fees disclosed are billed by American Express.

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

BANK INFORMATION

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): Sales Representative Signature: _____	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. Inspector's Signature:_____

The undersigned, and each of them, if more than one, acknowledges and agrees that this Merchant Processing Application ("Application") is to obtain payment settlement services offered by Wells Fargo Bank, N.A. ("Bank"), a member of Visa USA, Inc. ("Visa") and MasterCard International, Inc. ("MasterCard"). In order for Merchant to obtain the settlement services described in this Application and as may be selected by Merchant (collectively and individually, as applicable, the "Services"), Merchant must agree to and accept the terms and conditions under which Bank and iPayment (collectively, "Servicers" or "we" or "us") will agree to provide them. Discover is not a bank card network. Bank is not a sponsor of Discover 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 iPayment.

By signing below, the undersigned Merchant (and each individual) hereby acknowledges and confirms that: a.) The terms and conditions that Merchant must agree to and accept to obtain the Services include the terms of this Application together with all terms contained in the Merchant Services' Program Guide ("Program Guide") including any information or terms that are incorporated by reference in the Program Guide, and together contain the terms and conditions of the agreement for the Services (collectively the "Agreement"); b.) You understand that certain terms used in the Agreement (including this Application) are fully defined in the Program Guide, that you have received and reviewed this Agreement including all the documents and information which are incorporated herein by reference, (including the Program Guide which is also available for viewing and/or

downloading from the Internet at: www.ipaymentinc.com), that the Agreement sets out the terms and conditions under which Merchant may utilize the Services, and that You have an obligation to promptly contact iPayment and/or the Bank regarding any questions pertaining to any portion of this Agreement; c.) Upon acceptance of this Agreement, it becomes a legally binding contract enforceable against Merchant and with respect to certain provisions, the individual executing this Agreement on behalf of Merchant, who is making certain representations and promises in his or her personal capacity.

By signing below, the undersigned Merchant warrants and certifies that all information submitted under the Agreement (including the Application) is true, correct, and complete and understands that Bank and iPayment will be relying on such information during the approval process, including in setting the applicable fees, rates, limits and all other terms and conditions. Merchant (and each individual) hereby authorizes Bank and/or iPayment 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 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 to request and obtain from Consumer Reporting Agencies (Bureaus) consumer and business reports. Each of the undersigned furthermore agrees that all references, including banks and Consumer Reporting Agencies, may release any and all personal and business credit and financial information to Bank and/or iPayment.

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 iPayment and Merchant is assigned and issued a Merchant Account Number; b.) Any alteration, strikeover, or modification to the preprinted text of this Application or any part of the Agreement shall be of no effect whatsoever and at Bank's and iPayment's discretion may render the Agreement invalid; c.) You must select and indicate the category of "Cards" you will accept on the Application and will collectively be referred to as "Cards". You acknowledge and agree that Merchant will be furnished with the services and products described and selected by Merchant in the Application (collectively and individually, as applicable, the "Services") and that Servicers will be the sole and exclusive provider of the Services to Merchant during the term of this Agreement; d.) If Merchant is approved, any cancellation by You of this Agreement within three (3) years from the date of approval or is terminated by Servicers due to an Event of Default by Merchant, will be subject to the applicable early termination fees and Merchant will be charged a fee for such early termination equal to (i) $350.00 if terminated before completion of the first year of the Term; or (ii) $250.00 if terminated after completion of the first year of the Term but prior to the end of the third year of the Term (See Section 22.1 of the Agreement - Program Guide).

If information is provided in the "American Express New Entitlement" 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 entity above and all information that Merchant has provided herein is true, complete, and accurate. Merchant authorizes American Express Travel Related Services Company, Inc. ("American Express") to verify the information in this Application and receive and exchange information about Merchant personally, including requesting reports from consumer reporting agencies. Merchant authorizes and directs American Express to inform Merchant directly, or through the entity above, of reports about Merchant that American Express has requested from consumer reporting agencies. Such information will include the name and address of the agency furnishing the report. Merchant also authorizes American Express to use the reports from consumer reporting agencies for marketing and administrative purposes. Merchant understands that upon American Express' approval of the entity indicated above to accept the American Express Card, the terms and conditions for American Express ® Card Acceptance ("Terms and Conditions") will be sent to such entity along with a Welcome Letter. By accepting the American Express Card for the purchase of goods and/or services, or otherwise indicating its intention to be bound, the entity agrees to be bound by the Terms and Conditions.

If Merchant has selected (by checking the appropriate box on the Application) to receive products and/or services offered under one or more of the Third Party Agreements referenced in the Program Guide, they hereby acknowledge and agree that the executed Signature page of the Application shall also serve as a signature page for each of the respective Third Party Agreement(s) and further acknowledge that the Third Parties are relying upon the information contained on the Application all of which are incorporated by reference into the Third Party Agreements. Merchant authorizes iPayment and Bank to share and exchange the information on the Application with the Third Parties and to provide a copy of the executed signature page to the respective Third Party, if requested.

IN WITNESS WHEREOF, the undersigned Merchant has duly executed this Agreement (including the Application) as of the date(s) indicated below, and hereby confirms that Merchant has received a complete copy of the Agreement, including a completed copy of this Application, consisting of pages one (1) through four (4), together with a copy of the Program Guide (the "Agreement").

Applicant/Merchant Legal Name	Applicant/Merchant DBA Name
Authorized Signature Date	Print Name Title
APPROVED/ACCEPTED:	APPROVED/ACCEPTED:
By: _____ Date: _____	By: _____ Date: _____
Wells Fargo Bank, N.A. 1200 Montego Way, Walnut Creek, CA 94598	**iPayment, Inc. 26707 West Agoura Road, Suite 100, Calabasas, CA 91302**

CONTINUING PERSONAL GUARANTY PROVISION - PERSONAL GUARANTOR(S):

Each signer below ("You" or "Your") agrees as follows. You, in Your individual capacity (even though You use a title or other designation with Your signature) unconditionally guarantee and promise to pay to Wells Fargo and iPayment all indebtedness of the Applicant at any time arising under or relating to the Agreement, including the related application and any related agreements or instruments, and any First Data Lease if applicable as well as any extensions, modifications, or renewals thereof. You authorize the Wells Fargo and/or its agent(s) and iPayment to investigate the individual business history of Applicant and each representative signing the Agreement, including Yourself, including investigative credit reports, in order to evaluate acceptability 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 iPayment obtains collateral or any guaranties from others or takes any other action contemplated by You. As guarantor, You waive (i) presentment, demand, protest, notice of protest, and notice of nonpayment; (ii) any defense arising by reason of any defense of the Applicant or other guarantor; and (iii) the right to require Wells Fargo to proceed against Applicant or any other guarantor, to pursue any remedy in connection with the guaranteed indebtedness, or to notify You as guarantor of any additional indebtedness incurred by the Applicant, or of any changes in the Applicant's financial condition. You also authorize Wells Fargo and iPayment, without notice or consent, to (a) extend, modify, compromise, accelerate, renew, or other wise change the terms of the guaranteed indebtedness; (b) proceed against one or more guarantors without proceeding against the Applicant or another guarantor; and (c) release or substitute any part to the indebtedness or this guaranty.

You represent and warrant to Wells Fargo and iPayment that: (a) Wells Fargo and iPayment has made no representation to You as to the creditworthiness of the Applicant; and (b) You have established adequate means of obtaining from the Applicant on a continuing basis financial and other information pertaining to Applicant's financial condition. You agree to keep adequately informed from such means of any facts, events or circumstances which might in any way affect Your risks hereunder, and You further agree that Wells Fargo and iPayment shall have no obligation to disclose to You any information or material about the Applicant which is acquired by Wells Fargo and iPayment in any manner.

You acknowledge and agree that until all obligations subject to this guaranty shall have been paid in full, You shall have no right of subrogation, and You waive any right to enforce any remedy which Wells Fargo and iPayment now has or may hereafter have against the Applicant or any other person, and waives any benefit of, or any right to participate in, any security now or hereafter held by Wells Fargo and iPayment. You agree that this guaranty will be governed by California law; and shall benefit Wells Fargo, iPayment and its successors and assigns.

You understand that this is a Guaranty of payment and not of collection and that Wells Fargo Bank, N.A., 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

ASSOCIATION DISCLOSURE

Wells Fargo Bank, N.A. ("Bank") is the Member Bank (Acquirer) named in the Merchant Agreement.

The Bank's mailing address and phone number are:

Wells Fargo Bank, N.A.
Map A0347-023
1200 Montego Way
Walnut Creek, CA 94598
Phone number is: 1-925-746-4172

Important Member Bank Responsibilities:

(a) The Bank is the only entity approved to extend acceptance of Association products directly to a merchant.
(b) The Bank must be a principal (signer) to the Merchant Agreement.
(c) The Bank is responsible for educating merchants on pertinent Visa and MasterCard Rules with which Merchants must comply; but this information may be provided to you by Processor.
(d) The Bank is responsible for and must provide settlement funds to the merchant.
(e) The Bank is responsible for all funds held in reserve that are derived from settlement.

The Merchant's name, mailing address and phone number are:

Merchant Name: _____

Merchant Address: _____

Merchant Phone: _____

Some Important Merchant Responsibilities:

(a) Ensure compliance with Cardholder data security and storage requirements.
(b) Maintain fraud and chargebacks below thresholds.
(c) Review and understand the terms of the Merchant Agreement.
(d) Comply with Association Rules.

The responsibilities listed above **do not supersede** terms of the Merchant Agreement and are provided to ensure that Merchant understands some important obligations of each party. **This Disclosure page must be dated and signed by the Merchant's principal owner or authorized officer, which signature confirms that he/she has reviewed a copy of this document and that Merchant must be (and has been) provided with an executed copy of this Disclosure page at the time it is signed (which Merchant must retain) as well as a copy of the completed Merchant Application executed by Merchant (and Merchant Agreement).**

Sales Representative Name: _____

_____ _____
Merchant's Signature Merchant's Printed Name

_____ _____
Title Date