# APPLICATION FOR MERCHANT CARD PROCESSING

STW Short Name:	Assoc #:							
Sales Rep Name:	Sales Rep	O Code: Branch #: (if applicable)						
For purposes of this application Airport Way, Suite 100 Broom ISYS-affiliated website, www.	on, "Processor" or "TSYS" is TSYS field, CO 80021 and can be contac	Merchant S	olutions,	LLC, or one of its				
1. BUSINESS INFORMATION Legal Name of Business (25 characte	rs max)	DBA Name (2	5 characters	max)				
Legal Address	Suite	DBA Address (	Physical loc	ation, no PO Boxes)		SI	lite	
EcgarAddress	Suite	DDA Address (	r nysicar ioc					
City	State ZIP	City			State	e Z	IP	
0	Legal Fax Number	DBA Phone Nu	mber	DBA Fax Nu	mber			
	() <u>-</u>	()		() _				
Email Address for Notices:	Processing Agreement included with this applica	tion for additional	information	relating to amail address				
				relating to email addres	s usage.)			
Customer Service Phone Number	()	Length Owned						
Website Address: Preferred Address for:		Years	Me	onths				
Statements? Legal Address	or 🛛 DBA Address							
Chargebacks?   Legal Address	or 🛛 DBA Address 🗍 FAX							
	(TransLink)							
Contact Name:		Title		Phone				
	□Yes □No If Yes, Filing Date?	Personal:		If Yes, Filing Da				
Business type: Retail Retail	with Tips 🔲 Restaurant 🔲 MOTO% 🗌	Internet%	5 🗌 Lodgin	g 🗌 Supermarket 🔲	Utility 🗌	Pharmacy		
	g description of Products or Services sold).	MCC / SIC						
Provide separate pages if needed:								
2. W-9 INFORMATION (Input inform	nation as shown on your income tax return.)							
Taxpayer Identification Number: (Must	be 9 digits)	Name (as show	vn on your ir	come tax return, up to 4	40 charact	ters)		
EIN Social Security Number o								
Address for IRS/Compliance notices: (	if different than Legal Address given above)	To consent to paperless delivery of IRS notices, please review and check the box below: <ul> <li>By checking this box, you acknowledge that you have read and agree to Consent to</li> <li>Paperless Delivery of Tax Related Documents located at www.TSYS.com/documents and</li> <li>included with this application and that you consent to receiving IRS notices via</li> </ul>						
City	State ZIP	included w		cation and that you cons	sent to rec	ceiving IRS not	ices via	
For purposes of paperless delivery of I	RS Notices, you are required to provide a valid ve paperless delivery of your IRS Notices. If yo	email address. If	different fro					
(Email address required)								
Type of Ownership:	Exempt Payee: □Yes □No	501(c)(3) Tax	-exempt: 🗌	Yes 🗌 No				
Sole Proprietorship, Date of Birth _		□ Ltd Liability Partnership □ Government Entity □ Trust □ Professional Assoc. □ Private Corporation □ Non Profit Corporation □ Financial Institution						
<ul> <li>Political Organization</li> <li>3. BENEFICIAL OWNER AND OUT</li> </ul>		Private Corp	oration	Non Profit Corporat	tion 📙 F	inancial Institu	tion	
	dividual, if any, who, directly or indirectly, through	nh anv contract a	rrangement	understanding relation	ship or ot	herwise owns	25% or more of	
	r sole proprietorship for which the account is be					,		
Name of Owner	U.S. Person: Social Security Number Non-U.S. Person: Social Security Number, Passport Number and Country of Issuance, or other similar identification number <sup>1</sup>	Date of Birth	Percent Owned (%)	Residential Addre	ess, City, S	State, Zip	Residential Phone Number	
	U.S. Person							
	U.S. Person Non-U.S. Person							
	U.S. Person							
	□Non-U.S. Person □U.S. Person	+						
	□Non-U.S. Person	an the last the set	linte el 11					
An executive officer or senior manager	ividual with significant responsibility for managin (e.g., Chief Executive Officer, Chief Financial C ividual who regularly performs similar functions.	Officer, Chief Ope	rating Office	r, Managing Member, G				
	U.S. Person: Social Security Number				.eve may i	a.50 50 listou l		
Name of Officer/Manager and Title	Non-U.S. Person: Social Security Number, Passport Number and Country of Issuance, or other similar identification number <sup>1</sup>	Date of Birth	Percent         Residential Address, City, State, Zip         Residential Phone           Date of Birth         Owned (%)         Residential Address, City, State, Zip         Number					
	U.S. Person							
	5. persons may also provide a Social Security N ng nationality or residence and bearing a photo						e of any other	
•	account who by signing section 12 of this app				Name:			
knowledge, the information provided in	n this section 3 is complete and correct, and (ii							
about the legal entity for which the acc	ount is being opened is complete and correct.				Title:			

4. SITE SURVEY / PATRIOT ACT									
☐ On Site Visit Done Site Survey: ☐ Sales Partner Vali		Merchant's physical inventory consistent with the business signage: Yes No							
□ No Site Survey Pe		Site Consistent with application: Yes No							
Signature of Sales Representative*: _		Printe	nted Name: Date:						
*By signing above you hereby acknowledge that the information listed herein is true and accurate and was personally observed on the indicated document, as applicable.									
PATRIOT ACT REQUIREMENTS - To obtain, verify and record information that ask for your name, physical address, da or other identifying documents. Comple Sales Representative is required.	at identifies each person (includir ate of birth, taxpayer identification	ng business enti number and oth	ities) who opens	s an account. What this n hat will allow us to identif	neans for you y you. We ma	u: When you o ay also ask to	open an account, we will see your driver's license		
ection I: Government Form of Identification Items Reviewed Section II: Business Form of Identification Items Reviewed									
Government Entity Articles of Incorp	Third Party Verification Description:								
Government Entity Tax Determination			Tax Return			e and Place of	Issuance:		
			Entity Arti		ID/I	RS Employer I	D:		
Government Entity Third Party Verifi	cation		Business	Financial Statement	Exp	iration Date:			
5. CARD PROCESSING INFORM	ATION								
Have you ever accepted credit cards		If ves what is t	he processor's	name?					
Please provide the most recent 3 month									
Number of locations?         If you are affiliated with an existing account, please provide existing Merchant ID#:                Please check this box if you are applying for processing services for additional merchant locations. If the additional locations are under common ownership, federal tax identification number, same authorized signatory, please submit the Additional Merchant Addendum as Exhibit A with this application. Please note that all additional locations, along with the Primary location, will be subject to and governed by the terms and conditions of this application and the Merchant Card Processing Agreement referenced in and included with this application. If the additional locations are not under common ownership or have varying tax identification numbers and authorized signatories, you will be required to submit a separate Application for Merchant Card Processing per location.									
Do you bill your customers prior to g		es 🗌 No							
If Yes, how many days? 0-2 days What is your Return and Refund Poli		-60 days	] 61-90 days	Over 90 da	ays				
How do you advertise? (check all that apply) Yellow pages Telemarketing Catalog Word of mouth Publications Mass/Direct mail Internet Other, please explain: Please supply copies of advertising, including catalogs and brochures. Where applicable, provide video (TV), audio tape (Radio or IVR), and Web-page screen prints. List the URL (www. X.com, .net, .org, etc.) on each page.									
Card Types Requested?* Select all th	at apply. All Credit Cards	All Credit and P	IN Based Debit C	Cards Del PIN Based Deb	oit Cards Only		he merchant's		
*Merchant has the right not to accept all card types. **Point Of Sale programming cannot prohibit the acceptance of credit cards; therefore, it is the merchant's responsibility to enforce this. Processor, and not Merchant Bank, will settle American Express, PayPal™ In-Store, Discover, and JCB transactions.									
Credit Card Processing Methods				ird party fulfillment Yes □No	Average C Transactio	redit/Debit	Total Credit/Debit Monthly Sales:		
Card Swiped Transactions		%	If yos, provido n	ame and address.	Amount:	· · ·	\$		
Manually Keyed (Card Present with Imprint	s)	%	ii yes, piovide ii	ame and address.	\$		φ		
Manually Keyed (Card Not Present and/or I	Mail Order/Telephone Order)	%							
eCommerce (Card Not Present)		%							
	Total (must equal 100%)	100 %							
Business to Business	(must be 0 - 100%)	%							
Does annual American Express volu	me exceed \$1,000,000? 🔲 Y	es 🗌 No 🗰	ould Merchant	like to receive Americar	n Express m	arketing mate	erials 🗌 Yes 🗌 No*		
*By checking 'No' merchant opts out of receiving future commercial marketing communications from American Express. Note that you may continue to receive marketing communications while American Express updates its records to reflect your choice. Opting out of commercial marketing communications will not preclude you from receiving important transactional or relationship messages from American Express.									
Seasonal Business?  Yes No If Y	• ·		□Jan □Feb □	Mar □Apr □May □Jun		g □Sep □Oc	t Dec		
List the names of each of your independent contractors or agents that will have access to, store, process, or transmit cardholder data, including online shopping carts, payment gateways, hosting companies, and order-taking services. (Provide separate pages if needed).									
6. BANKING INFORMATION Name and Phone Number	Douting Number	Deply Access	unt Number			Use this ac	count for*:		
of Financial Institution	Routing Number (Shown on the bottom of check)	Bank Accou (Shown on the b		Type of Accounts		(select all t			
1.**				<ul> <li>☐ checking</li> <li>☐ savings</li> <li>☐ general ledger</li> </ul>	☐ daily se ☐ monthly ☐ chargeb	billing	TXP ACH settlement TXP ACH fees		
2.**				<ul> <li>☐ checking</li> <li>☐ savings</li> <li>☐ general ledger</li> </ul>	daily se monthly	/ billing 🗌	] TXP ACH settlement ] TXP ACH fees		
If nothing indicated, Financial Institution #1 will ransmit automatic debit and/or credit entries and his Agreement. Said authority is granted to Merr understand that you will be considered the Rec associations which are applicable to Receivers, a 7. TRADE REFERENCES	l/or check entries to the account identif chant Bank's Processor and their age eiver of all ACH entries submitted he	fied above and in th nts. This authority ereunder, and agre	te <b>provided voide</b> is to remain in eff e to comply with a	DS TRANSFER (ACH): The ed check (if applicable) relatin ect until Merchant Bank or its	Merchant Ban g to the above agents receiv	k (defined on pa account (**) for a re written notice f	all services contemplated under from Merchant revoking it. You		

Trade Name	Account Number	Phone Number	Product Sold (if applicable)

8. FEE SCHEDULI										
PRICING (Select One)		Differential	□Pass Tl	hrough ∏Tra	nsFreedo	m 🔲 Mrch Surcharge	PROCESSING T	YPE: □Retail	□мото	□ттс
Fee Category: Visa/MC/AXP/DISC/F		Discount	Rate	Authorizati	on Fee	Per Item Fee	Voice/ARU Auth	Fee	Chargeback Fee	
Diners Cards (if app Qualified, Mrch Surd	· · · ·			All Card Type	es		Batch Close Fee		Setrieval Fee	
Rate: (Retail, MC			%			\$				
Mid Qualifi	ed Surcharge:			\$		•	\$	n Discount	\$	Fee
Wild-Qualine	(Retail Only)		%			\$	-			
No	n-Qualified or		/0			•	\$	Fee	S Reprogramming I	Fee
Different	ial Surcharge:		%			\$	-	1.00		00
(Retail, Mo	OTO, Internet)					¥	\$		S Terminal Support	
Reware	ds Surcharge: (Retail Only)	u with Q	% ualified					ionuny ree		
	(riotali orily)	Rewards at F					\$		\$	
Check	Card Rebate:	Rebates							Annual Fee: \$	
(Sigi	nature Based)	Card Reb Full Differ				\$	Admin Fee: \$			
						Ψ			Start Date:	
							ACH Return Fee	1	Merchant Savi	ings Club
Fees for Access			%			\$	S Payment Gatewa		Monthly Fee \$ Payment Gatewa	
Services (see desc	mption below)						Payment Galewa	ay wonthiy	-	y Selup
The following association	-related fees, as a	adiusted or allocat	ed by TSYS.	may be added to	"Fees for A	Access to Card Brand Service	ې s" billing bundle or be	itemized on mere	\$ chant statements - Cro	oss border
international transaction a	assessments/prog	gram support, MC	network acce	ess/brand usage (I	NABU), MC	Digital Enablement, MC licens MC nominal amount authoriza	e fee, MC Safety Net,	MC Account Stat	us Inquiry Service (AS	SIS) fee, MC
misuse of the authorization	on system, Visa F	ANF, Visa integrity	, Visa Data	Consistency, Cred	dit Voucher	fee for Visa, Discover data usa	ge, Discover PIF and	American Express	s Access and System	Processing
						MC / AXP / DISC / PP assessm ate as Visa / MC / AXP / DISC/				
Discount Rate & captured	transaction fees	. Qualified T&E Su	rcharge of .6	50% will apply to T	&E mercha	nt transactions. TransFreedor per every \$500.00 in additiona	n: In addition to your T	ransFreedom Mo	nthly fee, Automatic V	olume
to your account if you have	e provided us wit	th an invalid tax ide	entification n	umber or incorrect	t name for y	our company.	•			••
Note: Processor and its c above. Merchant Bank do						10 and 11, in addition to Purc	hasing Cards, Corpora	ate Cards and Fle	et Cards and the Inval	<u>id Data Fee</u>
9. ADDITIONAL S			, i	, , ,						
ACH Processing (	ACH Addendu	m required)		Check Services	s (CrossCl	heck Application required)		t (Petro Addeno		
TransLink Insights		. ,					Voyager	Wright Exp	ress (VVEX)	
	a 60 day free ti	rial period. Mer	chant will b	e billed \$29.99	per locati	on per month if not cancell	ed during the free t	trial period. The	ese products and s	ervices are
						pility for this product or serv	/ice.			
By checking this PIN Debit/EBT	box, werchar	it declines to p	articipate		nk insign	ts product.				
PIN Based Debit Per				Monthly Fee \$			lication Fee \$	EB	BT Per Item Fee \$ _	
*Debit Discount Rate: TransIT/Transaction										
TransIT Product:						Select	Vital Mobile			
Setup Fee \$	(One time p	per POS) N	Ionthly Fee	e \$(	per POS)	Data Protection \$	(per item)	P2PE Fee \$	S (per iter	m)
TC TC Plus		e \$			TC Month	ly Gateway Fee \$	(per POS) T	XP Direct Swip	e Monthly Fee \$ _	
□ ТХР □ АСН	TXP Package	e Setup Fee \$		(One time per P	POS)	TXP Package Monthly F	ee \$ ()	per POS)	Integration Fee \$	
 QB Payment Termina	-				,	QB Payment Terminal M		,	(per TXP ID)	
-				,			•			•
ACH Discount Rate		ACH I	rans Fee \$	D		ACH Return Fee \$			Fraud Check Fee	φ
Wireless and Other	Services									
	Wireless Setup Fee Wireless Monthly Other Fee: \$ PCI Quarterly Program Fee* \$ *Fee will be reduced to \$ for ongoing									
\$ (One Time/Per	Gateway Fe	e	Descriptio	on:		support once compliance is validated. NOTE - an additional month charged for ongoing support each month where compliance is				
Terminal)	\$	(Per Terminal)				charged for ongoing si	apport each mont	n where comp	nance is NUT vall	udled.
Petro/Fleet (per Term	<i>inal)</i> Sr	nartLink <i>(per M</i> e	odem)	<ul> <li>Monthly</li> <li>Semiannua</li> </ul>	llv	Section 11.2(d) Fee (as	stated in the	PCI Monthly	Non Validation Fee	\$
Setup Fee: \$	· ·	etup Fee: \$	ŕ	Breach Covera	,	Merchant Card Processi	ng Agreement)			
Monthly Fee: \$		onthly Fee: \$		\$	ige i ee	does not apply if checke	d 🗋	PCI Monthly	Program Fee** \$ _	
									increased to \$	
Breach Enrollment Fee \$ If at any time MERCHANT is not validated for PCI compliance and has opted out of Breach Coverage, MERCHANT will be automatically enrolled in the Breach Coverage program at the rate indicated above, until such time that MERCHANT restores validation and opts out, at which point MERCHANT will again be opted out. ongoing support if compliance is not validated 75 days after signing.										
10. EQUIPMENT										
Industry: Retail Retail W/Tips Restaurant MOTO QPS Retail QPS Restaurant Lodging Petro/Fleet Cash Advance										
Equipment shipped to: DBA Legal Agent Other* N/A Merchant trained by: Agent TSYS Other*										
Welcome Kit sent by:       Agent       TSYS       Welcome Kit shipped to:       DBA       Legal       Agent       Other*       N/A         *If Other was selected above, provide shipping details below.										
	cieu above,	provide ship	ping deta	ans below.	T					
*Name:			1			*Address:				
*City:			*Sta	ate:			*Zip:			

Item Description	Model	Version/SIM	# Qty	Code**	Price**	Bill To**	* FEATURES					
Terminal							PIN Based Debit		□Yes □No	Dial Prefix		
Terminal							EBT Services		ash Benefits Onl	y D Food Stamps	*** 🗆 Bo	oth***
Terminal							***EBT FNS/FCS	S# (7 dig	its):	Multi-Merchant	□Yes	s ∏No
							Parent MID:			Number of Child	Accts:	
							AVS		□Yes □No	Invoice	Invoice 🛛 Ye	
PIN Pad							Corp/Purch Card		□Yes □No	eCommerce	□Ye	es ⊡No
PIN Pad							Verification Code	)	□Yes □No	Quick Pymnt Srv	□Ye	es 🗆 No
EMV Reader							Partial Auth		 □Yes □No	Shared Line		es ⊡No
Check Reader							Auto Close			Auto Close Time		
Imager							Connection Meth	bod			Wireless	
Software Name							Store & Forward	lou			Wireless	
Modem							EMV Capabilities				□NFC	
Merchant Email A	ddae ee (De						Tip at Time of Sa			Tip Calculator	_	es 🗆 No
Codes: FU = Free u program or STR = Sh conditions regarding	ise, <b>MO =</b> Mei nort term renta such free use	rchant owned, <b>PN</b> = Pu al. Any free use equip	urchase new, ment provideo h in the Merch	<b>PO</b> = Purchase by TSYS is the mant Card Proce	e via other sou le property of essing Agreer	urce, <b>PRF</b> = Pur TSYS and is be nent located at	ing provided for free us	L <b>S</b> = Firs	lerchant agrees that	<ul> <li>E = Encryption exchange at it has read and agrees ded with this application.</li> </ul>	to the terms	s and
Product:	ransIT	Sierra Semi Ir	ntegrated	🗌 Tran	saction E	xpress 🗌	Transaction Cer	ntral	TC Plus	CC & ACH – ACH A	ddendum r	requirec
TransIT Produ	ct: 🗌 We	ebPASS ⊡Multi	PASS	THP	TSEP	🗌 Vital S				obile		
TXP Input Type	es: 🛛 Vi	rtual 🗌 Web	Services	Batch	Post	Hoste	d Indust	ry: 🗌	Retail		eComn	nerce
***Integrated P	Product Na	ame:			***Integ	rated Webs	site Address:					
***Welcome Er	mail Addro											
Auto Batch Close	Time	TRANSIT	FEATURES			ΩY			IT FEATURES	TXP F Batch Close	EATURES	S* □M/A
Location Type	Time		CNP Bate							Direct Swipe		
Headquarter MID			Enhanced [	Data (Level II &	III)	ΠY	Partial Authorizat			rization	<u>ا</u> ا	
Tokenization:	Defa	ault Custom	PIN Debit			ΠY	Batch Res			Batch Respo	nse File	<u>۱</u>
Custom Tokeniza				y Security Co	ode	ΠY	File Split					
EnsureBill: Partial Authorizati		ight □Standard □ Y	Apple Pay Samsung							Private Labe PIN Based D		
Forced Authorizat			Device Ty	-	ndroid 🗌	iPhone	TC FEATURES* TC EXTENDED F					
Special Instructi	ons:						Batch Close Met	hod		//A Corp/Purch (	Cards	
							Recurring Metho	d		Duplicate Ca	rd Accept	٦Y
							Multi-User		ΠY	ECI (req'd for	Internet)	<u>ا</u> ا
							Batch Upload		□ Y	AVS		
							Allow Blind Credi	ts	ΠY	Private Labe	I	٦N
							Group ID:			PL Name:		
							Auto Recurring is al	so activa	ated. If both ECI an	efaulted off. If Manual R d Recurring needs to be <b>A=Auto / M=Manual</b>		
Iter	m Descripti	on	Co	nfig/Color	QT	Y Code				PE Deployment Fee	P2PE Mor	nthly Fe
								_				
								_				

Merchant agrees that it has read and agrees to the terms and conditions regarding such free use equipment as set forth in the Merchant Card Processing Agreement located at www.TSYS.com/documents and included with this application. PLEASE CAREFULLY REVIEW THE MERCHANT CARD PROCESSING OPERATING GUIDE (the "OPERATING GUIDE") AND THE TERMS AND CONDITIONS OF VERSION v21.1020 OF THE MERCHANT CARD PROCESSING AGREEMENT (the "MPA") AVAILABLE AT WWW.TSYS.com/documents, EACH OF WHICH IS HEREBY INCORPORATED BY REFERENCE. IF APPLICABLE, PLEASE ALSO CAREFULLY REVIEW THE TERMS AND CONDITIONS OF VERSION v6.0419 OF THE CARD NOT

# PRESENT ADDENDUM TO THE MERCHANT CARD PROCESSING AGREEMENT AVAILABLE AT <u>WWW.TSYS.COM/DOCUMENTS</u>, WHICH IS HEREBY INCORPORATED BY REFERENCE.

Agreement Signature: As the person signing below on behalf of the business designated on the above application as the Merchant, I certify that I am an owner, partner or officer of the Merchant and have been duly authorized to sign this application and to bind the Merchant to the MPA and the Operating Guide. Merchant and each Guarantor signing below hereby acknowledge that they have each read this application and the MPA and agree to be bound by the terms and conditions contained in these documents. Merchant (and Guarantor when applicable) by signing below agrees to comply with the Operating Guide. Merchant certifies that all information provided in this application is true, correct and complete. Merchant (and Guarantor when applicable) authorizes the Merchant Bank and Processor or their respective agents to make whatever inquiries the Merchant Bank or Processor deems appropriate to investigate and verify any of the credit, financial and other information given by Merchant for the purpose of this application, including credit references and to obtain credit reports on each person signing below. Credit or other information, owners, officers and any guarantors of the Merchant may be requested for purposes of this application and during the merchant processing relationship pursuant to the MPA.

By affixing their signature(s) below, any/all Personal Guarantor(s) do hereby agree to assume personal responsibility to Merchant Bank and/or Processor in the event of default of any obligation by the Merchant under the terms of the MPA. The responsibility of the individual guarantors shall accrue for all obligations due to Merchant Bank and/or Processor under the MPA and all applicable laws, rules, and regulations.

If 'RTL' or 'STR' is indicated in Section 10, then by signing below, and upon receiving delivery of the rental equipment, Merchant represents that Merchant has read and agrees to be bound by the terms of either the POS Portal Rental Agreement or the Equipment Terms set forth in Section 28 of the Merchant Card Processing Agreement (as applicable). If renting equipment from POS Portal, Inc. ("POS Portal") Merchant authorizes POS Portal to verify the application information and receive and exchange information about Merchant, including requesting reports from consumer reporting agencies. If 'FLS' is indicated, then by signing below and upon receipt of the First Data Global Leasing (FDGL) equipment, Merchant represents that Merchant has read and agrees to be bound by the terms of the Equipment Lease Agreement.

Processor will settle your American Express®, PayPal In-Store Checkout and Discover® transactions and (a) Merchant will receive one consolidated statement from Processor that will reflect Merchant's Visa, MasterCard, American Express, PayPal In-Store Checkout and Discover® transactions; (b) Merchant's American Express, PayPal In-Store Checkout and Discover transactions; (b) Merchant's American Express, PayPal In-Store Checkout and Discover transactions; (b) Merchant's American Express, PayPal In-Store Checkout and Discover settlement funds will be paid at the same time and in the same manner as Merchant's Visa and MasterCard settlement; and (c) Merchant will not have a direct relationship with American Express, PayPal or Discover and the terms set forth in the MPA for American Express, PayPal In-Store and Discover transactions will apply. By signing below, Merchant agrees to be bound by the PayPal Operating Regulations for In-Store Checkout and the American Express merchant requirements contained in the Operating Guide. Merchant consents to the disclosure of transaction data, merchant data and other information about the Merchant to American Express Network, perform analytics and create reports, and for any other lawful business purposes including marketing purposes. Merchant agrees American Express may use any information in this application to screen and/or monitor Merchant in connection with American Express card marketing and administrative purposes.

If the TransFreedom Program is selected above, then by signing Merchant acknowledges, accepts and agrees that pricing is based upon processed volume and average ticket size and that this pricing may be subject to Automatic Volume Purchase billing, in addition to the TransFreedom monthly fee, if Merchant's actual processing volume exceeds its current pricing tier. Merchant accepts and agrees that it is obligated for all monthly pricing based on its processed volume and average ticket size, including any applicable Automatic Volume Purchase billing.

If Check Services is selected above, then CrossCheck acceptance shall be added to this application and by signing below, Merchant agrees to be bound by and perform in accordance with all the terms and conditions and provisions of the Check Services Agreement and as set forth by CrossCheck. Merchant acknowledges that the Terms and Conditions for Check Service will be sent to Merchant upon approval by CrossCheck.

By electing to process Credit Card and/or Debit Card transactions and by signing this application, Merchant grants consent and authorization to Merchant Bank or its agents or designated representatives to initiate automatic debit and credit entries and adjustments to the Settlement Account and any Reserve Account through the ACH Settlement Process for the amounts due under and in accordance with the terms and conditions of the this application and the MPA.

By electing to process ACH transactions and by signing this application, Merchant grants consent and authorization to Processor or its agents or designated representatives to initiate automatic debit and credit entries and adjustments to the Settlement Account and any Reserve Account through the ACH Settlement Process for the amounts due under the Automated Clearing House (ACH) Addendum and ACH Terms and Conditions available at <u>WWW.TSYS.COM/DOCUMENTS</u>, which are incorporated by this reference. By signing below Merchant acknowledges that it has read and agrees to be bound by the ACH Addendum, the ACH Business Practices Operating Guide v1.0620 and the ACH Terms and Conditions v1.0520.

By selecting any of the services and products in Sections 8-11 above and by signing this application, Merchant agrees to be bound by the applicable terms available at <u>WWW.TSYS.COM/DOCUMENTS</u>, which are hereby incorporated by reference. Merchant certifies that Merchant does not and will not provide, offer or facilitate gambling services, including offering or facilitating internet gambling services, or establishing quasi-cash, credits or monetary value of any type that may be used to conduct gambling.

Any unilateral alteration, strikeover or modification to the preprinted text or line entries of the application or MPA shall be of no effect. Merchant acknowledges that the parties may produce and rely upon a copy or electronically stored image of the merchant application and MPA for all legal purposes.

Only Merchants in Maryland need initial the two statements below:

If this Agreement is terminated prior to the expiration of the applicable Term, Merchant agrees to pay an account closure fee as follows: (1) \$250 for Merchants with less than twelve months remaining in the current Term, or; (2) \$500 for Merchants with more than twelve months remaining in the current Term. If Merchant is located in Maryland, the account closure fee will only be assessed if the Agreement is terminated prior to the expiration of the Initial Term. Initials are not required if Section 11.2(d) Fee (as stated in the Merchant Card Processing Agreement) does not apply.

The initial term of this Agreement will be for three (3) years (the "Initial Term"). Thereafter, this Agreement will automatically renew for successive one (1) year periods unless terminated in accordance with its terms.

12. MERCHANT(S) SIGNATURE(S) **GUARANTOR(S) SIGNATURE(S)** Guarantor Signature Merchant Signature (Owner or Officer) Date Date Print name Title Print name (No Titles) 2) Guarantor Signature Merchant Signature (Owner or Officer) Date Date Print name Title Print name (No Titles)

# CARD ASSOCIATION DISCLOSURE PAGE

#### **Merchant Services Provider Contact Information**

Name:	TSYS Merchant Solutions, LLC
Address:	12202 Airport Way, Suite 100 Broomfield, CO 80021
URL:	www.TSYS.com
Customer Service #:	(800) 654-9256

### Member Bank/Merchant Bank Information

The Bank's mailing address is Wells Fargo Bank, N.A., PO Box 6079, Concord, CA, 94524, and its phone number is (844) 284-6834.

## **Important Member Bank Responsibilities**

- The Bank is the only entity approved to extend acceptance of Visa and Mastercard products directly to a Merchant.
- The Bank must be a principal party to the Merchant Card Processing Agreement.
- 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.
- The Bank is responsible for and must provide settlement funds to the Merchant.
- The Bank is responsible for all funds held in reserve that are derived from settlement.

## **Important Merchant Responsibilities**

- Ensure compliance with cardholder data security and storage requirements.
- Maintain fraud and chargebacks below Card Association thresholds.
- Review and understand the terms of the Merchant Card Processing Agreement.
- Comply with Card Association rules.
- Retain a signed copy of this Card Association Disclosure Page.

#### **Merchant Resources**

- You may download "Visa Regulations" from Visa's website at: https://usa.visa.com/support/small-business/regulations-fees.html#3
- You may download "Mastercard Rules" from Mastercard's website at: http://www.mastercard.com/us/merchant/support/rules.html
- You may download "American Express Merchant Operating Guide" from American Express' website at: www.americanexpress.com/merchantopguide

The responsibilities above do not replace the terms of the Merchant Card Processing Agreement and are provided to ensure the Merchant understands some important obligations of each party and that the Bank is the ultimate authority should the Merchant experience any problems.

#### Merchant Information (\* = Required)

*Business Legal Name (Printed):	
*Business Address:	
*Business Phone Number:	
*Signature of Owner or Officer:	
*Printed Name of Owner or Officer:	
*Title:	
*Date:	