

MERCHANT ACCOUNT INSTRUCTIONS



Please open this application using Adobe Reader so all fields read correctly

Now that you're ready to get your account setup, please have all your personal, business and banking information handy and the application will take about 10 minutes. We recommend typing in the application versus hand writing just to make sure all information is readable. Once complete print out the application and sign in the proper places (**NO ELECTRONIC SIGNATURES**) and either fax, upload or scan a email all the documents to your sales representative.

Supporting Documents & Check List

Copy of voided check or a letter from the merchants' bank, verifying business name, ABA routing # and account # on bank letterhead signed by a bank representative.

A copy of a business license or articles of incorporation, or other evidence that business is a legally operating entity and confirms business name with address.

Last 3 months of processing statements from current merchant account. "Only if currently processing".

Checked all forms for correct and complete signatures and have double-checked all documentation to insure that it is accurate and complete.

If your business sells over the web make sure this information is on your website

eCommerce Requirements by Visa- Please Forward to Web Developer

- Website must be active with matching DBA from merchant application
- Customer Service number or email listed
- Return/Refund policy present
- Merchant's Privacy Statement
- Secure Order Page
- SSL Certificate
- Products/Services listed with price
- Delivery Method and Timing are clearly stated

Please fax or upload the application with all supporting documents to:



FAX-

Or



Have questions? Please call your sales rep



Upload- CLICK HERE!

MERCHANT APPLICATION AND AGREEMENT

North/North

Agent Code

Merchant #

Sales Rep Signature: _____

Print Sales Rep Name:

Sales Rep Phone #:



CardCoN1708(ia) **BUSINESS INFORMATION** CardCoN1708(ia)

Legal Name of Business:		Business Open Date:	State in which papers were filed:	Type of Business:
DBA Name:		Types of goods or services sold:		
Location Address:		Have you ever accepted Visa, MasterCard, Discover or American Express? <input type="checkbox"/> Yes <input type="checkbox"/> No (If yes, attach a previous processing statement)		
City, State, Zip:		Name of Processor:		
Contact Name and Title:		Current length of ownership:		# of Locations:
Phone:	Fax:	Average Monthly Volume VS/MC/DSVR/AMEX:	Average Ticket Amount VS/MC/DSVR/AMEX:	High Ticket Amount VS/MC/DSVR/AMEX:
Email Address:		\$	\$	\$
Website Address: http://		Swiped % Face to Face %		
Mailing Address (if different from location):		Keyed w/imprint % MOTO (mail order) %		
City, State, Zip:		Keyed w/out imprint % Internet %		
Country:	Contact Name:	TOTAL 100% TOTAL 100%		
Phone:	Fax:	Products / Services are delivered in: TOTAL = 100%		
Do you use any third party to store, process or transmit cardholder data? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, give name/address:		0-7 days % 8-14 days % 15-30 days % over 30 days %		
Please identify any Software used for storing, transmitting, or processing Card transactions or authorization reports:		Have you ever had a bankcard relationship terminated? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, list reason:		
		Date of Termination:		
		Seasonal Sales: <input type="checkbox"/> Yes <input type="checkbox"/> No High Volume Months:		

OWNERS / OFFICERS INFORMATION (Partnership Must Reflect 51% or More Ownership)

Sole Proprietor LLC Partnership LP Corporation Other: Choose

Name (as it appears on your income tax return)	FEDERAL TAX ID # (as it appears on your income tax return)	<input type="checkbox"/> I certify that I am a foreign entity/nonresident alien. (If checked, please attach IRS Form W-8.)
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NOTE: Failure to provide accurate information may result in a withholding of merchant funding per IRS regulations. (See Part IV, Section A.4 of your Program Guide for further information.)

1. Name:	Title:	Social Security #:	
Current Residence Address:	City, State, Zip:	Phone #:	
Previous Residence Address:	City, State, Zip:	Date of Birth:	% of Ownership:
2. Name:	Title:	Social Security #:	
Current Residence Address:	City, State, Zip:	Phone #:	
Previous Residence Address:	City, State, Zip:	Date of Birth:	% of Ownership:

BANK ACCOUNT AND TRADE INFORMATION (Include a voided check when submitted)

Bank and Branch Name:		Bank Contact:	
Phone #:	Routing #:	Account #:	Date Opened Acct.:
Trade Name:	Products Purchased:	Contact:	Phone #:
Trade Name:	Products Purchased:	Contact:	Phone #:

PIN Debit (Must complete only one of the following fees if PIN Debit is selected)

Bundled PIN Debit (191, Key 0-593) \$ _____ **OR** **Unbundled PIN Debit** (018, Key 0-590, Key 0-593) \$ _____ (plus the applicable network fees) **PIN Debit Declined Transaction Fee: (42R)** \$ _____

Bundled Debit Package

Card Type	Transaction Fee	Discount	Card Type	Transaction Fee	Discount
PIN/Non-PIN			Non-PIN		
<input type="checkbox"/> Regulated	(28K) \$ _____	(27I) _____%	<input type="checkbox"/> Regulated	(28C) \$ _____	(27D) _____%
<input type="checkbox"/> Unregulated	(124) \$ _____	(120) _____%	<input type="checkbox"/> Unregulated	(28G) \$ _____	(27G) _____%
<input type="checkbox"/> Combined	(124) \$ _____	(120) _____%	<input type="checkbox"/> Combined	(28G) \$ _____	(27G) _____%

Tiered Pricing (Select One)

	Discount Fee	Transaction Fee		Discount Fee	Transaction Fee
MC Qualified Credit	(800) _____%	(001, 002) \$ _____	Visa Non-Qualified Non-PIN Debit	(864) _____%	(154, 155) \$ _____
MC Mid-Qualified Credit	(810) _____%	(611, 612) \$ _____	Discover Qualified Credit	(170) _____%	(015, 016) \$ _____
MC Non-Qualified Credit	(820) _____%	(621, 622) \$ _____	Discover Mid-Qualified Credit	(990) _____%	(717, 718) \$ _____
MC Qualified Non-PIN Debit	(850) _____%	(130, 131) \$ _____	Discover Non-Qualified Credit	(994) _____%	(721, 722) \$ _____
MC Mid-Qualified Non-PIN Debit	(870) _____%	(140, 141) \$ _____	Discover Qualified Non-PIN Debit	(964) _____%	(787, 788) \$ _____
MC Non-Qualified Non-PIN Debit	(880) _____%	(150, 151) \$ _____	Discover Mid-Qualified Non-PIN Debit	(968) _____%	(791, 792) \$ _____
Visa Qualified Credit	(804) _____%	(005, 006) \$ _____	Discover Non-Qualified Non-PIN Debit	(978) _____%	(795, 796) \$ _____
Visa Mid-Qualified Credit	(814) _____%	(615, 616) \$ _____	American Express Qualified Credit	(164) _____%	(013, 014) \$ _____
Visa Non-Qualified Credit	(824) _____%	(625, 626) \$ _____	American Express Mid-Qualified Credit	(81C) _____%	(62T, 62U) \$ _____
Visa Qualified Non-PIN Debit	(854) _____%	(134, 135) \$ _____	American Express Non-Qualified Credit	(82A) _____%	(65S, 65T) \$ _____
Visa Mid-Qualified Non-PIN Debit	(874) _____%	(144, 145) \$ _____			

Flat Rate

	Discount	Transaction Fee		Discount	Transaction Fee		Discount	Transaction Fee
MC Qual Credit (800)	%	(001, 002) \$ _____	Visa Qual Non-PIN Debit (854)	%	(134, 135) \$ _____	Discover Network Qual Non-PIN Debit (964)	%	(787, 788) \$ _____
MC Qual Non-PIN Debit (850)	%	(130, 131) \$ _____	Discover Network Qual Credit (170)	%	(015, 016) \$ _____	American Express Qual Credit (164)	%	(013, 014) \$ _____
Visa Qual Credit (804)	%	(005, 006) \$ _____						

Dues & Assessments (273, 274, 234, 237,286) Billback **Non-Qualified Surcharge Fee (excluding interchange pass-through fees, see Section 18.1)** Applies to Non-qualified MC, Visa, Discover, American Express Credit and/or Non-PIN Debit Transactions. (30D) _____ %

Pass Through Interchange — Includes Dues and Assessments. You will be charged the applicable interchange rate from MasterCard, Visa or Discover, plus a MasterCard Assessment Fee (273) of .11%, a Visa Assessment Fee (274) of .11%, or a Discover Assessment Fee (234) of .105%, plus any other fees indicated on this Service Fee Schedule. (MC Assessment Fee (237) when transaction is equal to \$1,000 or more will be assessed an additional 0.02% per transaction.) American Express Network Fee (286) of .15%

Sales Credit & Non-PIN Debit Trans. Fee \$ _____	Discount (Based on Gross Sales Vol.)	Discount (Based on Gross Sales Vol.)	Discount (Based on Gross Sales Vol.)	Discount (Based on Gross Sales Vol.)
(001, 002, 005, 006, 013, 014, 015, 016, 130, 131, 134, 135, 787, 788)	MC Qual Credit (800) _____%	Visa Qual Credit (804) _____%	Discover Qual Credit (170) _____%	American Express Qual Credit (164) _____%
	MC Qual Non-PIN Debit (850) _____%	Visa Qual Non-PIN Debit (854) _____%	Discover Qual Non-PIN Debit (964) _____%	

Gross Interchange MC (560), Visa (550) or Discover (529)

AUTHORIZATION AND TRANSACTION FEES

ACH Batch Fee (227) \$ 0. /batch	Gateway Item Fee (03R, 04R, 06I, 07I) \$ 0. /each
American Express Authorization EDC Fee (10P, 10Q) \$ 0. /each	Voice Authorization Fee (10B, 10E, 10K) \$ /each
JCB Authorization EDC Fee (10M, 10N) \$ 0. /each	Voice Response Unit (VRU) Fee (10A, 10D, 10J) \$ /each
MC, Visa, Discover Network Auth Fee (10A, 10D, 10J) \$ 0. /each	Address Verification Fee (AVS) \$
	CardConnect Gateway Transaction Fee \$

OTHER FEES

Gateway Set-up Fee (31X) \$ (one time fee)	TIN / TFN Blank or Invalid Fee (181) \$ /as applicable
Chargeback Fee (205, 725) \$ /each	PCI Non-Compliance Monthly Fee \$
Retrieval Fee (26A, 262) \$ /each	Application Fee (Non-Refundable) (247) \$
Early Cancellation Fee \$ /each	Miscellaneous Fee (31J) \$
Merchant Club Fee _____ initials to accept (sales tax may apply) \$ /each	Wireless Access Fee (399)
Minimum Processing Fee (954) \$ /each	Fee Per TID \$ _____ x # of TIDs _____ = \$
Monthly Gateway Fee (31Z) \$ /each	Annual Membership Fee* (294) \$
Statement Fee (323) \$ /each	CardConnect Gateway Monthly Fee \$
Regulatory Product Monthly Fee (35I) \$ /month	Data Breach \$

All other card association fees are passed thru at cost – NABU, APF, connectivity, & usage. *Billed on anniversary of account keyed date.

Ships Equipment: Yes No Equipment Cost Billed to Merchant: Yes No

Manufacturer:	Manufacturer/Model	# of Units	PinPad	# of Units	Additional Equipment	# of Units
<input type="checkbox"/> Terminal						
<input type="checkbox"/> Software						
<input type="checkbox"/> Gateway						
<input type="checkbox"/> CardConnect Gateway	<input type="checkbox"/> API	<input type="checkbox"/> Merchant Center VT	<input type="checkbox"/> SmartPay	<input type="checkbox"/> Encrypted Cardreader	# of Units	
<input type="checkbox"/> Roam Pay	<input type="checkbox"/> FD Global Gateway	<input type="checkbox"/> Paypal Pay flow Pro	<input type="checkbox"/> Authorize.Net	<input type="checkbox"/> NMI	<input type="checkbox"/> SecureNet	
<input type="checkbox"/> Other	VAR Contact Info: Name				Phone #	

Additional Instructions for deployment: _____

EBT INFORMATION

The EBT Services Riders to Buypass Corporation and Schedule 1 must accompany the application

FNS #	Trans Fee \$0.	Benefit Insurance Availability: Days	Hours
Electronic Voucher Support <input type="checkbox"/> Yes <input type="checkbox"/> No		Check below all EBT Services at this location:	
<input type="checkbox"/> Food Stamps	<input type="checkbox"/> Cash Benefits	<input type="checkbox"/> Purchase with Cash Back	<input type="checkbox"/> Purchase
<input type="checkbox"/> Cash Withdrawal	If cash issuance, the limit amount? \$.00		

TELECHECK FEES

TeleCheck Rates & Fees: Yes No

Inquiry Rate _____%	Monthly Minimum Fee \$ _____ (Per Location)	Customer Requested Operator Call (CROC) \$ <u>2.50</u>
December Risk Surcharge <u>.10</u> %	Statement Processing Fee \$ <u>5.00</u>	ECA Chargeback Fee \$ <u>5.00</u>
Per TXN Fee \$ _____	<small>(Only charged when entitled with TeleCheck)</small>	

(See Agreement for definitions, warranty requirements, and any additional fees.)

CARD ACCEPTANCE	ENTITLEMENTS
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<p>Check those cards you choose to accept. [Acceptance of all MasterCard (MC), Visa and Discover Network Transactions is presumed unless any of the selections below are checked (see Section 1.9)].</p> <p><input type="checkbox"/> Accept MasterCard Only <input type="checkbox"/> Accept MC Non-PIN Debit transactions Only</p> <p><input type="checkbox"/> Accept Visa Only <input type="checkbox"/> Accept Visa Non-PIN Debit transactions Only</p> <p><input type="checkbox"/> Accept Discover Only <input type="checkbox"/> Accept Discover Non-PIN Debit transactions Only</p>	<p>New American Express Agreement attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><input type="checkbox"/> American Express</p> <p><input type="checkbox"/> American Express ESA* / Pass Through: _____</p> <p>Please provide the following existing MIDs:</p> <p><input type="checkbox"/> AMEX #</p> <p><input type="checkbox"/> JCB #</p> <p><input type="checkbox"/> Check Guarantee # _____ Company _____</p> <p>Check Guarantee method: <input type="checkbox"/> Drivers License (default) <input type="checkbox"/> MICR</p> <p><small>*American Express will charge either a Flat Fee of \$ 7.95 or a Discount Rate and Transaction Fee directly to the merchant. Retail & Restaurant merchants will be charged an additional 0.30% for non-swiped American Express transactions. An Inbound fee of .40% will be applied to any charge made using a card issued by an issuer located outside of the United States except MCC 7032, 8211, 8351, and Non U.S. Prepaid/Gift card transactions. These fees (as applicable) are determined and charged directly by American Express.</small></p>
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PETROLEUM INFORMATION

<p>Pay at the pump: <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Wright Express 3.50%</p> <p>Transaction Fee \$0.15</p> <p>Voyager: 3.40% Transaction Fee: \$0.99 <i>Charged by Processor</i></p>	<p>WEX Full Acquiring Fees</p> <p>WEX Auth Fee (0D4) \$ _____</p> <p>WEX Sales Discount (840) _____%</p> <p>WEX Refund Discount (841) _____%</p> <p>WEX Chargeback Discount (842) _____%</p> <p>WEX Chargeback Reversal Disc't (843) _____%</p> <p>WEX Chargeback Fee (29H) \$ _____</p> <p>WEX Retrieval Fee (29I) \$ _____</p>
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WEX Full Acquiring Fees	Buypass Fees
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<p>WEX Full Acquiring Fees</p> <p>WEX Auth Fee (0D4) \$ _____</p> <p>WEX Sales Discount (840) _____%</p> <p>WEX Refund Discount (841) _____%</p> <p>WEX Chargeback Discount (842) _____%</p> <p>WEX Chargeback Reversal Disc't (843) _____%</p> <p>WEX Chargeback Fee (29H) \$ _____</p> <p>WEX Retrieval Fee (29I) \$ _____</p>	<p>Buypass Fees</p> <p>Datwire Micronode <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Datwire Micronode 960-AS Monthly Fee (354) \$ _____ (each)</p> <p>Authorization Fees</p> <p>Voyager (0D0, 0D1, 0DV, 0DC, 0DI, 0D3, 0BW, 0BX) \$ _____</p> <p>Other Payment Fees</p> <p>Voyager:</p> <p>Sales Discount Fee (766) _____%</p>
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SITE INSPECTION

Merchant Location: <input type="checkbox"/> Retail Store Front <input type="checkbox"/> Office Building <input type="checkbox"/> Warehouse <input type="checkbox"/> Residence <input type="checkbox"/> Other:	Hours of Operation:								
The Merchant: <input type="checkbox"/> Owns <input type="checkbox"/> Leases the business premises (If Lease, Landlord Name):	Phone #:								
<table style="width:100%;"> <tr> <td>Merchant appears to be conducting business as represented in application?</td> <td style="text-align: center;">Yes No</td> </tr> <tr> <td>Merchant is adequately staffed and stocked to do business?</td> <td style="text-align: center;"><input type="checkbox"/> <input type="checkbox"/></td> </tr> <tr> <td>Have you taken pictures of the inside and outside of the premises?</td> <td style="text-align: center;"><input type="checkbox"/> <input type="checkbox"/></td> </tr> <tr> <td>Have you confirmed the identity of the person who signed the application?</td> <td style="text-align: center;"><input type="checkbox"/> <input type="checkbox"/></td> </tr> </table>	Merchant appears to be conducting business as represented in application?	Yes No	Merchant is adequately staffed and stocked to do business?	<input type="checkbox"/> <input type="checkbox"/>	Have you taken pictures of the inside and outside of the premises?	<input type="checkbox"/> <input type="checkbox"/>	Have you confirmed the identity of the person who signed the application?	<input type="checkbox"/> <input type="checkbox"/>	<p>I hereby Certify that I have physically inspected the business premises of the Merchant at this address.</p> <p>Print Name: _____</p> <p>Signature X _____ Date _____</p>
Merchant appears to be conducting business as represented in application?	Yes No								
Merchant is adequately staffed and stocked to do business?	<input type="checkbox"/> <input type="checkbox"/>								
Have you taken pictures of the inside and outside of the premises?	<input type="checkbox"/> <input type="checkbox"/>								
Have you confirmed the identity of the person who signed the application?	<input type="checkbox"/> <input type="checkbox"/>								

Merchant Acceptance – Each person signing below agrees to the terms and conditions stated in the front and back of this agreement and certifies that all information provided in the application is true, correct and complete. Client acknowledges and agrees that we, our Affiliates and our third party subcontractors and/or agents may use automatic telephone dialing systems to contact Client at the telephone number(s) Client has provided in this Merchant Processing Application and Agreement and/or may leave a detailed voice message in the event that Client is unable to be reached, even if the number provided is a cellular or wireless number or if Client has previously registered on a Do Not Call list or requested not to be contacted by Client for solicitation purposes. Client hereby consents to receiving commercial electronic mail messages from us, our Affiliates and our third party subcontractors and/or agents from time to time. Each signer authorizes CardConnect and/or the Member Bank or any agent of the Member Bank, to make whatever inquiries CardConnect and/or the Member Bank deem appropriate to investigate, verify, or research references, statements or data, including personal credit reports for the purpose of this application. Merchant understands this agreement shall not take effect until Merchant has been approved by CardConnect and/or the Member Bank and a merchant number is issued.

For American Express ESA only Merchants: By signing below, I represent that I have read and am authorized to sign and submit this application for the above entity which agrees to be bound by the American Express® Card Acceptance Agreement (“Agreement”), and that all information provided herein is true, complete and accurate. I authorize CardConnect and American Express Travel Related Services Company, Inc. (“American Express”) and American Express’s agents and Affiliates to verify the information in this application and receive and exchange information about me personally, including by requesting reports from consumer reporting agencies from time to time, and disclose such information to their agent, subcontractors, Affiliates and other parties for any purpose permitted by law. I authorize and direct CardConnect and American Express and American Express’s agents and Affiliates to inform me directly, or inform the entity above, about the contents of reports about me that they have requested from consumer reporting agencies. Such information will include the name and address of the agency furnishing the report. I also authorize American Express to use the reports on me from consumer reporting agencies for marketing and administrative purposes. I am able to read and understand the English language. Please read the American Express Privacy Statement at <http://www.americanexpress.com/privacy> to learn more about how American Express protects your privacy and how American Express uses your information. I understand that I may opt out of marketing communications by visiting this website or contacting American Express at 1-(800)-528-5200. I understand that upon American Express’s approval of the application, as applicable, the entity will be provided with the Agreement and materials welcoming it to American Express’s Card acceptance program.

You further acknowledge and agree that you will not use your merchant account and/or the Services for illegal transactions, for example, those prohibited by the Unlawful Internet Gambling Enforcement Act, 31 U.S.C. Section 5361 et seq, as may be amended from time to time, or processing and acceptance of transactions in certain jurisdictions pursuant to 31 CFR Part 500 et seq. and other laws enforced by the Office of Foreign Assets Control (OFAC).

Client certifies, under penalties of perjury, that the federal taxpayer identification number and corresponding filing name provided herein are correct.

X _____ **SIGN HERE** _____ **X** _____
 #1 from Application (Signature) Date #2 from Application (Signature) Date

For All Corporations – Corporate Resolution

The indicated officer(s) identified in numbers 1 and/or 2 have the authorization to execute the Merchant Processing Agreement on behalf of the here within named corporation.

X _____ **SIGN HERE** _____
 Corporate Officer (Signature) Title Date

TELECHECK ACH AUTHORIZATION

ACH Debit and Credit Authorization: Client authorizes its Financial Institution to pay and charge to its account by electronic fund transfer the amount due TeleCheck and/or TRS under this Agreement and to accept all credits and debits made to its account by electronic fund transfer as a result of TeleCheck’s and/or TRS’ services. This authorization shall remain in effect until thirty days after revoked in writing.

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

Personal Guarantee – if applicable

By signing below, signer(s) unconditionally guarantee(s) to the Processor and its successors and assigns the full and prompt payment when due of all its obligations of every kind and nature of Merchant arising directly or indirectly out of the Agreement and/or the TeleCheck/ TRS Services Agreement or any document or agreement executed and delivered by Merchant in accordance with the terms of the Agreement. The undersigned further agrees to pay to the Processor all expenses including attorney fees and court costs) paid or incurred by the Processor in collecting such obligations and in enforcing this Guaranty.

X _____ **SIGN HERE** _____ **X** _____
 #1 from Application (Signature) Date #2 from Application (Signature) Date

(CardConnect)

Application Approved By: **X** _____
 Signature Title Date

(Bank) Application Approved By: **X** _____

PROCESSOR INFORMATION: Name: CardConnect
 Address: 1000 Continental Drive, Suite 600, King of Prussia, PA 19406
 URL: www.cardconnect.com Customer Service #: 1-877-828-0720

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

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

1. **Your Discount Rates are assessed** on transactions that qualify for certain reduced interchange rates imposed by MasterCard, Visa and Discover. Any transactions that fail to qualify for these reduced rates will be charged an additional fee (see Section 19 of the Program Guide).
2. **We may debit your bank account** (also referred to as your Settlement Account) from time to time for amounts owed to us under the Agreement.
3. **There are many reasons why a Chargeback may occur.** When they occur we will debit your settlement funds or Settlement Account. For a more detailed discussion regarding Chargebacks see Section 10 of Card Processing Operating Guide or see the applicable provisions of the TeleCheck Services Agreement.
4. **If you dispute any charge or funding,** you must notify us within 60 days of the date of the statement where the charge or funding appears for Card Processing or within 30 days of the date of a TeleCheck transaction.
5. **The Agreement limits our liability to you.** For a detailed description of the limitation of liability see Section 21, 28.7, 31.3, and 33.10 of the Card General Terms; or Section 1.14 of the TeleCheck Services Agreement.
6. **We have assumed certain risks** by agreeing to provide you with Card processing or check services. Accordingly, we may take certain actions to mitigate our risk, including termination of the Agreement, and/or hold monies otherwise payable to you (see Card Processing General Terms in Section 24, Term; Events of Default and Section 25, Reserve Account; Security Interest), (see TeleCheck Services Agreement in Sections 1.1, 1.3.2, 1.3.9, 1.6), under certain circumstances.
7. **By executing this Agreement with us** you are authorizing us and our Affiliates to obtain financial and credit information regarding your business and the signers and guarantors of the Agreement until all your obligations to us and our Affiliates are satisfied.
8. **The Agreement contains a provision** that in the event you terminate the Agreement prior to the expiration of your initial five (5) year term, you will be responsible for the payment of an early termination fee as set forth in Part IV, A.3 under "Additional Fee Information" and Section 1 of the TeleCheck Services Agreement.

9. 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) 746-4143.

Important Member Bank Responsibilities:

- a) The Bank is the only entity approved to extend acceptance of Visa and MasterCard products directly to a merchant.
- b) The Bank must be a principal (signer) to the Agreement.
- c) The Bank is responsible for educating merchants on pertinent Visa and MasterCard rules with which merchants must comply; but this information may be provided to you by Processor.
- d) The Bank is responsible for and must provide settlement funds to the merchant.
- e) The Bank is responsible for all funds held in reserve that are derived from settlement.
- f) The Bank is the ultimate authority should a merchant have any problems with Visa or MasterCard products (however, Processor also will assist you with any such problems).

Important Merchant Responsibilities:

- a) Ensure compliance with Cardholder data security and storage requirements.
- b) Maintain fraud and Chargebacks below Card Organization thresholds.
- c) Review and understand the terms of the Merchant Agreement.
- d) Comply with Card Organization Rules and applicable law and regulations.
- e) Retain a signed copy of this Disclosure Page.
- f) You may download "Visa Regulations" from Visa's website at:
http://usa.visa.com/merchants/operations/op_regulations.html
- g) You may download "MasterCard Regulations" from MasterCard's website at:
<http://www.mastercard.com/us/merchant/support/rules.html>

Print Client's Business Legal Name: _____

By its signature below, Client acknowledges that it has received the Merchant Processing Application, Program Terms and Conditions [version CardCoN1708(ia)] consisting of 47 pages [including this Confirmation Page and the applicable Third Party Agreement(s)], Interchange Qualification Matrix and American Express Program Pricing (version IQM.MVD.SI4.1 or _____), and Interchange Schedule.

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

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

Client's Business Principal:

Signature (Please sign below):

X _____

SIGN HERE

Title

Date

Please Print Name of Signer