



New Merchant Location
  Additional Location
  Ownership Change
  Agreement Change/ Renewal
 MID to Reference

# Merchant Application

<b>OFFICE USE ONLY</b>	Merchant #			ISO Office Name	
	SIC/MCC Code	FICO Score	Analyst	ISO Office Phone	ISO Office Code

**ISO USE ONLY**
 Option A
  Option B
  Option C
  Option D
  Option E
  Option F

## 1 | MERCHANT INFORMATION

Merchant Business Name (Doing Business As)		Merchant Legal/Corporate Name (If Different From DBA)	
DBA Outlet Address		Legal Address	
DBA Outlet City, State & Zip Code		Legal City, State & Zip Code	
Contact Name	DBA Location Telephone #	Customer Service Telephone #	
Website Address (If Applicable)		<b>Merchant Email Address (Required)</b>	

## 2 | IRS DISCLOSURE AND FORM W-9

**NOTE:** Failure to provide accurate information may result in a withholding of merchant funding per IRS regulations (see section 33.3 of your program guide for further information).

<b>IRS NAME</b> (Exactly as it appears on your Income Tax Return)		<b>Federal Tax ID #</b> (Used to file your income tax return)	
TIN Type: <input type="checkbox"/> Social Security # <input type="checkbox"/> Employer ID #		<b>MUST</b> Check One Box: <input type="checkbox"/> Individual/Sole Prop <input type="checkbox"/> S Corporation <input type="checkbox"/> C Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/Estate <input type="checkbox"/> LLC	

## 3 | OWNERS/OFFICERS/PARTNERS

Owner/Principal #1 (PRINT)	Equity Ownership %
Social Security #	Telephone #
Residence Address	
City, State & Zip Code	Date of Birth
Driver's License #	State of Issuance
Has principal/owner disclosed above filed bankruptcy or been subject to an involuntary bankruptcy? <input type="checkbox"/> Yes <input type="checkbox"/> No	

## 4 | OWNERS/OFFICERS/PARTNERS

Owner/Principal #2 (PRINT)	Equity Ownership %
Social Security #	Telephone #
Residence Address	
City, State & Zip Code	Date of Birth
Driver's License #	State of Issuance
Has principal/owner disclosed above filed bankruptcy or been subject to an involuntary bankruptcy? <input type="checkbox"/> Yes <input type="checkbox"/> No	

### 5 | MERCHANT PROFILE AND PROCESSING SUMMARY

What is your gross business volume? <b>\$</b>	What is your average credit card volume? <b>\$</b>	What is your average charge amount? <b>\$</b>	What is the highest charge you'll need to process? <b>\$</b>
<b>WHERE IS THE SALE TRANSACTED?</b>		<b>HOW IS THE TRANSACTION COMPLETED?</b>	
In My Store: _____%		The Card Is Swiped: _____%	
On My Website: _____%		The Card Is Key-Entered: _____%	
Through Phone/Mail Order: _____%		I Obtain A Voice Authorization: _____%	
On My Mobile Device: _____% = <b>100%</b>		The Card Is Processed Online: _____% = <b>100%</b>	
When are your Credit Card Sales Deposited? <input type="checkbox"/> Date of Order <input type="checkbox"/> Date of Delivery <input type="checkbox"/> Other (Please Explain)		What is your Refund Policy? Explain if Necessary: <input type="checkbox"/> No Refunds <input type="checkbox"/> Exchange Only <input type="checkbox"/> Full Refund <input type="checkbox"/> Store Credit	
Are Customers Required to Leave Deposits: <input type="checkbox"/> Yes <input type="checkbox"/> No (If Yes, Percentage Required: _____%)		Do you Perform Recurring Transactions or Auto-Renewals? (Please Explain): <input type="checkbox"/> Yes <input type="checkbox"/> No	

### 6 | MERCHANT SITE SURVEY AND BUSINESS DETAILS

Give a Detailed Explanation of the Merchandise and/or Service Sold/Performed by the Merchant?

Retail  Restaurant  Lodging  Petroleum  
 Tradeshow  Car Rental  Internet  MO/TO

Business Location Type  
 Retail Store Front  Office Building  Home-Based  Restaurant  Mixed Use  Other \_\_\_\_\_

Does the Merchant Inventory and Merchandise on Shelves and Floor Appear Consistent with the Type of Business Specified Above? (If No, Please Explain)  Yes  No

Square Footage  
 0-250  251-500  501-2,000  2,000+

Reference 1 <b>(Required for MO/TO)</b>	Vendor Name	Contact Name	Phone Number
Reference 2 <b>(Required for MO/TO)</b>	Vendor Name	Contact Name	Phone Number

I hereby verify that this application has been fully completed by merchant and that I  have/  have not physically inspected the business premises of the merchant at this address and the information stated above is true and correct to the best of my knowledge and belief. Any misrepresentation may result in losses and/or liabilities. EPI may also contract with an outside side inspector to schedule an external site survey and I or the merchant will schedule an appointment immediately upon request.

Agent Name	<b>Agent Signature (Required)</b>	Sales Rep ID	Date
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### 7 | EXISTING ENTITLEMENTS

Have you Previously Had an American Express SE #? <input type="checkbox"/> Yes <input type="checkbox"/> No	American Express SE #	EBT FNS #
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### 8 | BANKING INFORMATION

Transit ABA Routing Number  _____ 	DDA Account Number _____ 
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### 9 | SERVICE FEE SCHEDULE

**NOTE:** Choose which card types to accept/apply for by selecting the checkbox. Discount rates and fees are charged on gross sales volume.

<input checked="" type="checkbox"/> Visa Credit	<input checked="" type="checkbox"/> Visa Debit	<input checked="" type="checkbox"/> Discover® Network	<input checked="" type="checkbox"/> MasterCard Credit	<input checked="" type="checkbox"/> MasterCard Debit
<input checked="" type="checkbox"/> American Express OnePoint®	<input checked="" type="checkbox"/> PIN Debit/ATM	<input type="checkbox"/> Electronic Benefits (EBT)	<input type="checkbox"/> Wright Express	<input type="checkbox"/> Voyager

### SERVICE FEE SCHEDULE: American Express OnePoint®

American Express OnePoint® Discount Rate _____% + \$ _____ Per Item	*An Inbound fee of .40% will be applied by American Express® to any Charge made by an American Express Cardmember using a Card issued by an American Express Issuer located outside of the United States.
Prepaid Gift Card Charges and Fees: Discount Rate _____% + \$ _____ Per Item	*0.30% downgrade will be charged by American Express® for transactions whenever a CNP or Card Not Present Charge occurs. CNP means a Charge for which the Card is not presented at the point of purchase (e.g., Charges by mail, telephone, fax or the Internet).

## SERVICE FEE SCHEDULE: Rates and Percentages

**NOTE:** Please refer to the program guide for additional rate descriptions. See Section 1.9 of the program guide for details regarding limited acceptance.

**Discount Rate:** \_\_\_\_\_ % + \$ \_\_\_\_\_ **Per Authorization**

If Discount Rate is less than 1.5%, Interchange fees will be passed through automatically unless ERR, Mid-Qual or Non-Qual options are selected. Discount Rate applies to Visa, MasterCard and Discover Network card types only. Authorization fee applies to all card types.

Additional Options:

Dues/Assessments/Fees    CR Voucher    Pass Interchange    Credit/Debit Surcharge    Early Funding Cutoff    Mobile Grid

With Mid-Qualified: \_\_\_\_\_ % + \$ \_\_\_\_\_ Per Item

With Non-Qualified: \_\_\_\_\_ % + \$ \_\_\_\_\_ Per Item

Check Card: \_\_\_\_\_ % + \$ \_\_\_\_\_ Per Authorization

PIN Debit: \_\_\_\_\_ % + \$ \_\_\_\_\_ Per Authorization

With ERR: \_\_\_\_\_ %

EBT Authorization: \$ \_\_\_\_\_ Per Item

**AVS Charge**

\$ \_\_\_\_\_ Per Item

**Batch Charge**

\$ \_\_\_\_\_ Per Instance

**One-Time Setup Fee**

\$ \_\_\_\_\_

**Debit Access Fee**

\$ \_\_\_\_\_

**Other Item Fee**

\$ \_\_\_\_\_ Per Item

**Wireless Transaction**

\$ \_\_\_\_\_ Per Item

**Gateway Fee**

\$ \_\_\_\_\_ Per Item

**MICROS Fee**

\$ \_\_\_\_\_ Per Item

**Monthly Service Charge** \$ \_\_\_\_\_

**Annual Program Fee** \$ \_\_\_\_\_

**Monthly PCI Charge** \$ \_\_\_\_\_

**Monthly Minimum** \$ \_\_\_\_\_

**Merchant Advantage Program** \$ \_\_\_\_\_

**Wireless Monthly Fee** \$ \_\_\_\_\_

PLEASE REFER TO THE TERMS AND CONDITIONS FOR STANDARD FEES AND THE EARLY TERMINATION FEE. EARLY TERMINATION OF THIS AGREEMENT MAY RESULT IN A MINIMUM CHARGE OF \$250.00.

## 10 | PERSONAL GUARANTEE (NO TITLES)

Personal Guarantee: The undersigned guarantees to Electronic Payments, Inc. ("EPI") and Wells Fargo Bank ("Bank") the performance of this Agreement, if applicable, and any addendum thereto by Client, and in the event of default, hereby waives Notice of Default and agrees to indemnify the other parties, including but not limited to, the payment of all sums due and owing and costs associated with enforcement of the terms thereof. EPI and Bank shall not be required to first proceed against Client or enforce any other remedy before proceeding against the undersigned individual. This is a continuing guarantee and shall not be discharged or affected by the death of the undersigned and shall bind the heirs, administrators, representatives and assigns and be enforced by or for the benefit of any successor of EPI and Bank. The term of this guarantee shall be for the duration of the Merchant Processing Application and Agreement and any addendum thereto and shall guarantee all obligations which may arise or occur in connection with my activities during the term thereof through enforcement shall be sought subsequent to any termination.

Principal #1 From Application - Signature	Date Accepted	Principal #2 From Application - Signature	Date Accepted
Print Name		Print Name	

## 11 | SIGNATURE

Client certifies that all information set forth in this completed Merchant Processing Application is true and correct and that Client has received a copy of the terms and conditions of any optional Electronic Payments, Inc. ("EPI") programs Client has selected to participate in from Section 7, the Program Guide (Version EPI 1306) and Confirmation Page, which is part of this Merchant Processing Application (consisting of Sections 1-11), and by this reference incorporated herein. Client further agrees that Client will not accept more than 20% of its card transactions via mail, telephone or Internet order. However, if Client's Application is approved based upon contrary information stated in Section 5, Merchant Profile and Processing Summary section above, you are authorized to accept transactions in accordance with the percentages indicated in that section. Client authorizes EPI and Wells Fargo Bank ("Bank") and their agents to investigate the references, statements and other data contained herein and to obtain additional information from credit bureaus and other lawful sources, including persons and companies named in this Merchant Processing Application. Client authorizes EPI and BANK and their agents (a) to procure information from any consumer reporting agency bearing his/her personal credit worthiness, credit standing, credit capacity, character, general reputation, personal characteristics, or mode of living, and (b) to contact all previous employers, personal references and educational institutions. Each of the undersigned authorizes us and our Affiliates to provide amongst each other the information contained in this Merchant Processing Application and Agreement and any information received from all references, including banks and consumer reporting agencies. It is our responsibility and policy to obtain certain information in order to verify your identity while processing your account application, including but not limited to, an OFAC search, MasterCard® MATCH lookup, Discover Network Consortium Merchant Negative File ("CMNF") and inquiry into your FICO score.

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 Electronic Payments Inc. ("EPI") and American Express Travel Related Services Company, Inc. ("AXP") and AXP'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, and disclose such information to their agent, subcontractors, Affiliates and other parties for any purpose permitted by law. I authorize and direct EPI and AXP and AXP agents and Affiliates to inform me directly, or through the entity above, 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 AXP to use the reports from consumer reporting agencies for marketing and administrative purposes.

I understand that upon AXP's approval of the application, the entity will be provided with the Agreement and materials welcoming it either to AXP's program for EPI to perform services for AXP or to AXP's standard Card acceptance program which has different servicing terms (e.g. different speeds of pay). I understand that if the entity does not qualify for the EPI servicing program that the entity may be enrolled in AXP's standard Card acceptance program, and the entity may terminate the Agreement. 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 Agreement.

**Client agrees to all the terms of this Merchant Processing Application and Agreement. 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. This Merchant Processing Application and Agreement shall not take effect until Client has been approved and this Agreement has been accepted by EPI and Bank. The Agreement shall be deemed as accepted only upon the assignment and issuance of a Merchant ID Number (MID) by EPI or Bank.**

**PRINT LEGAL NAME OF MERCHANT BUSINESS**

Principal #1 From Application - Signature	Date Accepted	Principal #2 From Application - Signature	Date Accepted
Print Name	Title	Print Name	Title
Accepted By Electronic Payments, Inc., 1161 Scott Ave. Calverton, NY 11933		Accepted By Wells Fargo Bank, 12000 Montego, Walnut Creek, CA 94598	

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. 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 Network. Any transactions that fail to qualify for these reduced rates will be charged an additional fee (see Section 17 of the Program Guide).
2. **We may debit your bank 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.
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 or should have appeared.
5. **The Agreement limits our liability to you.** For a detailed description of the limitation of liability see Section 19.
6. **We have assumed certain risks** by agreeing to provide you with Card processing. Accordingly, we may take certain actions to mitigate our risk, including termination of the Agreement, and/or hold monies otherwise payable to you (see Section 22, Term; Events of Default and Section 23, Reserve Account; Security Interest).
7. **By executing this Agreement with us** you are authorizing us and our Affiliate to obtain financial and credit information regarding your business and the signer and guarantors of the Agreement until all your obligations to us and our Affiliate are satisfied.
8. **The Agreement contains a provision** that in the event you terminate the Agreement early, you may be responsible for the payment of early termination fees as set forth in Section 33, Additional Fee Information.

## 9. Card Organization Disclosure

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

The Bank's mailing address is 1200 Montego Way, 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 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.

#### 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.

Print Client's Business Legal Name: \_\_\_\_\_

By its signature below, Client acknowledges that it received the complete Program Guide [Version EPI1306 ] consisting of 26 pages (including this confirmation).

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

Client understands that a copy of the Program Guide is also available for downloading from the Internet at:

[www.electronicpayments.com/prg/](http://www.electronicpayments.com/prg/)

**NO ALTERATIONS OR STRIKE-OUTS TO THE PROGRAM GUIDE WILL BE ACCEPTED AND, IF MADE, ANY SUCH ALTERATIONS OR STRIKE-OUTS SHALL NOT APPLY.**

#### Client's Business Principal:

Signature (Please sign below):

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

\_\_\_\_\_  
Please Print Name of Signer