



MERCHANT APPLICATION AND AGREEMENT

Salesperson Number _____

BUSINESS NAME (S)		Signing Rep: _____	
Legal Name of Business: _____		Sales Office Phone: _____	
DBA (doing business as): _____		BUSINESS PROFILE	
Mailing/Billing Address: _____		Merchant Number: _____ Internal Use Only	
City, State, ZIP: _____		Send Retrieval Requests to: <input type="checkbox"/> Business Location <input type="checkbox"/> Mailing / Billing Address	
Contact: _____		Send Merchant Monthly Statements to: <input type="checkbox"/> Business Location <input type="checkbox"/> Mailing / Billing Address	
Phone Number: _____	Fax Number: _____	Business Structure	State Filed
Merchant E-Mail Address _____		<input type="checkbox"/> Individual / Sole Proprietorship	_____
Location Address (if different from mailing) _____		<input type="checkbox"/> Partnership	_____
City, State, ZIP: _____		<input type="checkbox"/> Corporation (chapter LLC, S or C)	_____
Country: <u>USA</u>		<input type="checkbox"/> Other	_____
Contact Name: _____		Federal Tax ID (9 digits): _____	
Phone Number: _____	Fax Number: _____	Business Open Date: _____	
		SIC / MCC: _____ Internal Use Only	
		Prior Bankruptcies <input type="checkbox"/> No <input type="checkbox"/> If yes, when _____	

MERCHANT PROFILE (BUSINESS)

Detailed Explanation of Type of Merchandise, Products or Services Sold: _____

Number of Locations: _____ Estimated Average Ticket \$ _____

Combined Est. Monthly Vol for Visa®/MasterCard®/Discover®Network \$ _____ Est. High Ticket \$ _____

Front End Processor: CTS-Memphis CTS-Buypass CTS-Vital Omaha-Omaha Omaha-Nashville Omaha-North

Mail / Telephone Order Information

1- What % of total sales represents business to business vs. business to consumer?
 Business to Business _____ % + Business to Consumer _____ % = **100%** (total sales)

2- What % of total sales is SWIPED? _____ % vs. KEYED ENTERED? _____ % = **100%** (total sales)

3- If transactions are key entered what percent is: Face to Face _____ % MO/TO _____ % Internet _____ % = **100%**
 Enter URL the transactions are entered into: www. _____

4- Who performs product / service fulfillment? Merchant / Direct Vendor, if vendor add
 Name: _____
 Address: _____
 City / State / Zip: _____ Phone: _____

Please describe how the transaction take place, from order taking to merchant fulfillment (attach additional sheet if necessary)

5- Does any of your cardholder billing involve automatic renewals or recurring transactions? Yes No

OWNER / PARTNERS / OFFICERS

OWNER / PARTNER / OFFICER 1	OWNER / PARTNER / OFFICER 2
Name: (First, MI, Last)	Name: (First, MI, Last)
Title: _____ % Ownership	Title: _____ % Ownership
Home Address: (No PO Box)	Home Address: (No PO Box)
City: _____ State: _____ Zip: _____	City: _____ State: _____ Zip: _____
Telephone #	Telephone #
Social Security #	Social Security #
D.O.B. _____ DL # _____ State: _____	D.O.B. _____ DL # _____ State: _____

SETTLEMENT INFORMATION

A voided check from this account must be attached	Deposit Bank _____	Bank Phone _____	Name on DDA _____
	Transit / ABA # _____	Deposit Account # DDA _____	

CREDIT CARD ACCEPTANCE / ENTITLEMENTS

Check those cards you choose to accept (acceptance of all Discover Network, MasterCard and Visa transactions is presumed unless any sections below are checked).

<input checked="" type="checkbox"/> Accept MasterCard Credit Transactions Only	<input checked="" type="checkbox"/> Accept MasterCard Signature Debit Transactions Only
<input checked="" type="checkbox"/> Accept Visa Credit Transactions Only	<input checked="" type="checkbox"/> Accept Visa Signature Debit Transactions Only
<input checked="" type="checkbox"/> Accept Discover® Network Credit Transactions Only	<input checked="" type="checkbox"/> Accept Discover® Network Non-PIN Debit Transactions Only
<input type="checkbox"/> Current American Express MID # _____	If no AMEX MID, do you want to accept AMEX? <input type="checkbox"/> Yes <input type="checkbox"/> No

FIRST DATA GLOBAL LEASING

Lease Company: **First Data Global Leasing** Lease Term _____ Months Annual Tax Handling Fee: \$10.20

Total Monthly Lease Charge: \$ _____ W/o taxes, late fees, or other charges that may apply - See section 30 of your Merchant Agreement for details.

The is a non-cancelable lease for the full term indicated. First Data Global Leasing will automatically debit the Settlement Account identified on page 2 for all accounts owing under the lease. (Merchant's Initials: _____)

The equipment/products to be leased are referenced in the Equipment/Software section of this Merchant Application, located on page 3.

TELECHECK INFORMATION

<input type="checkbox"/> ECA Check Warranty	<input type="checkbox"/> Check Warranty	<input type="checkbox"/> Other _____
TeleCheck Monthly Minimum Fees \$ _____	Inquiry Rate _____ %	
Charge per Transaction \$ _____	Monthly Processing Fee \$ 5.00	
Setup Fees \$ _____	Warranty Maximum ** \$ _____	
Other \$ _____	Flat Fee \$ _____	
ECA Funding Report (choose one): <input type="checkbox"/> Monthly (included at no charge)	<input type="checkbox"/> Weekly \$10.00	<input type="checkbox"/> Daily \$ 15.00
Customer Requested Operator Call \$2.50	December Risk Surcharge 0.10%	
ECA Chargeback Fee \$5.00	ECA Connection Fee \$5.00	
Recovery Processing Fee \$5.00	Warranty Research Fee \$7.50	

Term and Termination. TeleCheck will provide the TeleCheck Services selected in the TeleCheck Application for an initial term of twelve (12) months from the effective date. Thereafter, the TeleCheck Services shall automatically renew for successive 12-month term until terminated as provided for in the TeleCheck Service Agreement.

Damages. Upon your breach or unauthorized termination of the TeleCheck Services, Telecheck shall be entitled to recover from you liquidated damages in an amount equal to ninety percent (90%) of the total aggregate charges payable for the unexpired portion of the then-current term of the TeleCheck Services.

Payment. All fees and charges are due upon receipt. You authorize TeleCheck to debit from your financial institution account as provided to TeleCheck by you, all payments and other amounts owed. You agree to pay TeleCheck a \$25.00 fee for any check or ACH debit that is not paid by your financial institution upon presentation.

** Warranty maximum for ECA is \$20,000; Check Warranty is face value of check; Grocery and Convenience Vertical Market program is \$100.

AUTHORIZATION, TRANSACTION AND OTHER FEES

(Charged by Processor)

Discover Network, MC & Visa Auth Fee \$ _____ / each
 American Express Auth Fee \$ _____ / each
 PIN Debit/ATM Trans Fee
 (Plus Debit Network Processing Fee) \$ _____ / each
 EBT Trans Fee \$ _____ / each
 Chargeback Fee \$ _____ / each
 Retrieval Fee \$ _____ / each

WEX Transaction Fee \$ _____ / each
 Voyager Transaction Fee \$ _____ / each
 Decline Fee \$ _____ / each
 Pre-Auth Fee \$ _____ / each
 ACH Fee \$ _____ / each
 AVS Fee \$ _____ / each
 Voice Authorization Fee \$ _____ / each
 Voice/Audio Response Unit (VRU, ARU) Fee _____ / each

MISC MONTHLY FEES

Minimum Monthly Fee \$ _____ / monthly
 Statement Fee \$ _____ / monthly
 Monthly Fee \$ _____ / monthly

Annual Fee \$ _____ / annual
 Early Termination Fee \$ _____ / one time
A fee charged if this Merchant Agreement is terminated or cancelled prior to the expiration of the initial thirty six (36) month term.

**MEMPHIS PLATFORM
(Charged by Processor)**

All fees are subject to change as provided below. For further details, read this entire Merchant Application and Agreement.

Two or Three Tier Pricing		Interchange Pass Through Pricing (Dues, Assessments and Association Access Fees included)	
Discount Rate for Visa, MasterCard and Discover Network, Credit & Debit	Discount Rate (%) & Downgrade Fee	Discount Rate for Visa, MasterCard and Discover Network, Credit & Debit	Pass Through Per Item Fee
Rate 1 for Visa and MasterCard plus Association _____ % Access Fees	Rate 1 for Discover Network _____ %	_____ %	\$ _____
Rate 2 for Visa, MasterCard and Discover Network	Rate 1 _____ % + \$ _____ plus	Pass-Through Rates: Your processing fees will be the "Other Volume Percent" and the current Interchange rate at the time you process the transaction. Interchange Rates are variable and are determined by how your transactions clear Interchange. Rate Table _____	
Rate 3 for Visa, MasterCard and Discover Network	Rate 1 _____ % + \$ _____ plus		
Rate 4 for Visa, MasterCard and Discover Network	Rate 1 _____ % + \$ _____ plus		
Rate 5 for Visa, MasterCard and Discover Network	Rate 1 _____ % + \$ _____ plus		
Rate 6 for Visa, MasterCard and Discover Network	Rate 1 _____ % + \$ _____ plus		

FLEET CARD INFORMATION

<input checked="" type="checkbox"/> Wright Express 3.50% Transaction Fee \$0.15	<input checked="" type="checkbox"/> Voyager 3.50% Charged by Processor
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EQUIPMENT / SET-UP

INTERNAL USE ONLY

Does Merchant need a MANUAL IMPRINTER? No Yes, how many _____
 Do you use any third party to store, process or transmit cardholder data? No Yes, if yes give name / address of vendor: _____
 Please identify any Software used for storing, transmitting, or processing Card Transactions or Authorization Requests: _____

Internet Gateway YourPay.com Other: _____ Wireless Network: _____
 Wireless Gateway CellSwipe Other: _____ Dial Load IP Load Other
 PC / Internet Software _____ Quantity _____ New Rent Lease Existing
 Terminal Model _____ Quantity _____ New Rent Lease Existing
 Printer Model _____ Quantity _____ New Rent Lease Existing
 PIN Pad _____ Quantity _____ New Rent Lease Existing
 Pay at the Pump Equipment: _____

EBT INFORMATION

FINS #:	Benefits Issuance Availability	Days	Hours	eMerchantview Reporting	<input type="checkbox"/> Yes <input type="checkbox"/> No
Electronic Voucher Support:	<input type="checkbox"/> Yes <input type="checkbox"/> No			Clientline Reporting	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Food Stamps	<input type="checkbox"/> Cash Benefits	<input type="checkbox"/> Purchase w / Cash Back		Tip Line Required?	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Purchase	<input type="checkbox"/> Cash Withdrawal: If cash issuance, the limit amount	_____		Daily Auto Batch	<input type="checkbox"/> Yes <input type="checkbox"/> No
				Auto Batch Time: _____	Default is 11:59 PM
				Monthly Discount Rate Deduction	<input type="checkbox"/> Yes <input type="checkbox"/> No

SITE INSPECTION INFORMATION

INTERNAL USE ONLY

1- Location: <input type="checkbox"/> Retail <input type="checkbox"/> Office <input type="checkbox"/> Trade Show <input type="checkbox"/> Mall <input type="checkbox"/> Home <input type="checkbox"/> Mobile Merchant Approx. Square footage _____	8- Return Policy: <input type="checkbox"/> Full Refund <input type="checkbox"/> Exchange Only <input type="checkbox"/> Store Credit <input type="checkbox"/> MC/Visa Credit <input type="checkbox"/> Other _____
2- How many employees: _____	9- Is Inventory Sufficient for Business Type: <input type="checkbox"/> Yes <input type="checkbox"/> If no, why? _____
3- How many Registers / Terminals: _____	10- Are Goods and Services Delivered at Time of Sale: <input type="checkbox"/> Yes <input type="checkbox"/> If no, why? _____
4- Is business license visible? <input type="checkbox"/> Yes <input type="checkbox"/> No, explain: _____	11- Are customers required to leave a deposit for products or services? <input type="checkbox"/> No <input type="checkbox"/> If Yes, % of deposit required: _____%
5- Are MasterCard / Visa Decals Visible: <input type="checkbox"/> Yes <input type="checkbox"/> No	12- Your Previous Processor: _____ Check Reason for Leaving: <input type="checkbox"/> Rate <input type="checkbox"/> Service <input type="checkbox"/> Terminated <input type="checkbox"/> Other _____
6- Seasonal Merchant <input type="checkbox"/> No <input type="checkbox"/> Yes, which months _____	
7- Have you ever had a bankcard relationship terminated? <input type="checkbox"/> No <input type="checkbox"/> Yes (if yes, attach explanation.)	
13- Please list all Website representing the merchant or any web sites owned by the merchant: _____	
14- Is site photo included with application? <input type="checkbox"/> Yes <input type="checkbox"/> No, if not attach image from Google Earth at www.earth.google.com	



By the signature below, I verify that I (i) have physically inspected the business premises: and that (ii) the information stated in this "Site Inspection Form" is correct to the best of my knowledge and is as presented to me by merchant.

Sales Representative Signature: _____
 Sales Representative Name (Please Print) : _____
 Application Date: _____



AUTHORIZATIONS AND REPRESENTATIONS

I understand that this signature page also serves as a signature page to the TeleCheck Agreement and Equipment Lease Agreement (First Data Global Leasing), as applicable. I further understand that, if applicable, the TeleCheck and/or Equipment Lease agreements are separate and distinct from my Merchant Agreement with Processor and Bank and are subject to separate approvals.

Each of the undersigned authorize Bank/Processor and, if applicable, TeleCheck and/or First Data Global Leasing to use credit bureau/reporting agencies and/or their own agents to verify the accuracy of all information provided herein and to assess and monitor each of the undersigned's credit status. Each of the undersigned authorizes all such credit bureau/reporting agencies to release any information they may have pertaining to him/her to Bank/Processor and, if applicable, TeleCheck and/or First Data Global Leasing. No sales agent of Bank/Processor and, if applicable, TeleCheck and/or First Data Global Leasing is authorized to make any verbal or written modification to this Merchant Application and Agreement and Operating Procedures.

Do not sign below unless and until you have received and reviewed all pages of this Merchant Application and Agreement. I understand that the term of this Merchant Agreement is designated in the Initial Term of Merchant Agreement section of my Merchant Application and Agreement, continuing month to month thereafter, and that account termination prior to the expiration of the initial term shall require Merchant to pay an Early Cancellation Fee in the amount indicated on the Merchant Application. I acknowledge that this complete and legible Merchant Application and Agreement has been provided to me, and I agree to be bound by its provisions. I understand that if this Merchant Application and Agreement is approved by Processor, I will be provided Operating Procedures, which contain the operating procedures, instructions and other directives relating to Card transactions; if I select TeleCheck, TeleCheck policies and procedures (also referred to as "TeleCheck Operational Procedures" in the TeleCheck Agreement) will be provided separately. I agree that if I process Card transactions, I will comply with the Operating Procedures for all transactions I process. I understand that I also may request a copy of the Operating Procedures from my sales representative at any time. I further understand that no strikeouts, interlineations, additions or modifications to this preprinted Merchant Application and Agreement may be made and that this Merchant Application and Agreement may be transmitted to or from Processor and/or retained electronically by Processor, which will constitute an original. I understand that this Merchant Application and Agreement is subject to approval by Processor and Bank. I declare under penalty of perjury under the laws of the state of California and under the laws of the state in which my business is located that all of the information contained in this Application is true and complete.

Print Name of Principal or Corporate Officer

Signature (Title) Date

Print Name of Principal or Corporate Officer

Signature (Title) Date

PERSONAL GUARANTOR

All corporations and limited liability companies must have their obligations guaranteed. As a primary inducement to Bank/Processor and TeleCheck and/or First Data Global Leasing, if applicable, to enter into this Merchant Agreement and/or Third Party Agreement(s) and any addendum, or attachment thereto, with Merchant, the undersigned Guarantor(s), by signing this Merchant Application and Agreement and any addendum or attachment thereto, jointly and severally, unconditionally and irrevocably, guarantee the continuing full and faithful performance and payment by Merchant of each of its duties and obligations to Bank/Processor and TeleCheck and/or First Data Global Leasing, if applicable, pursuant to this Merchant Agreement and/or Third Party Agreement(s), as it now exists or as it may be amended from time to time, whether before or after termination or expiration and whether or not Guarantor has received notice of any amendment. If Merchant breaches its Merchant Agreement and/or Third Party Agreement(s), Bank/Processor as well as TeleCheck and/or First Data Global Leasing, as applicable, may proceed directly against Guarantor or any other person or entity responsible for the performance of the Merchant Agreement and/or Third Party Agreement(s), without first exhausting their remedies against any other person or entity responsible therefore to them, or any security held by Bank.

Print Name of Personal Guarantor

Signature, as an individual (No title) Date

Print Name of Personal Guarantor

Signature, as an individual (No title) Date

ACCEPTED BY Digital Financial Group Signature X _____ Title _____ Date _____	ACCEPTED BY WELLS FARGO BANK, N.A., 1200 Montego Way, Walnut Creek, CA 94598 Signature X _____ Title _____ Date _____
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Press to Print

Member Bank (Acquirer) Information

Acquirer Name: Wells Fargo Bank, N.A.
Acquirer Address: MAP A0347-023
1200 Montego Way, Walnut Creek, CA 94598
Acquirer Phone: 925-746-4167

Important Member Bank (Acquirer) Responsibilities

1. A Visa Member is the only entity approved to extend acceptance of Visa products directly to a Merchant.
2. A Visa Member must be a principal (signer) to the Merchant Agreement.
3. The Visa Member is responsible for educating Merchants on pertinent Visa Operating Regulations with which Merchants must comply.
4. The Visa Member is responsible for and must provide settlement funds to the Merchant.
5. The Visa Member is responsible for all funds held in reserve that are derived from settlement.

Merchant Information

Merchant Name: _____
Merchant Address: _____
Merchant Phone: _____

Important Merchant Responsibilities

1. Ensure compliance with cardholder data security and storage requirements.
2. Maintain fraud and chargeback's below thresholds.
3. Review and understand the terms of the Merchant Agreement.
4. Comply with Visa Operating Regulations.

The responsibilities listed above do not supersede terms of the Merchant Agreement and are provided to ensure the Merchant understands some important obligations of each party and that the Visa Member (Acquirer) is the ultimate authority should the Merchant have any problems.

Merchant Signature

Date

Merchant's Printed Name & Title



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