

New Merchant Checklist

ClearPay Agent:_____

CPP#_____

Merchant Name:_____

Terminal					
 Placement (ClearPay Supplied) New/Reprogram Software 	Type: (Use Special Instructions for Additional Te	Quantity: rminal Types)			
Terminal Programming					
□ Retail □ Restaurant/Tips	Server/Clerk Prompt AVS				
 Auto Close (retail only) Next Day Funding* Default Auto Close – 10pm 	□ Dial-Up □ Dial Pre-fix □ IP/High-Speed Internet				
Other Services					
Debit □ Pin Pad Swap Type:	□ Checks □ Gift Cards				
Shipping Instructions (if applicable)					
Ship To: □ Merchant □ Sales Agent					
Special Instructions					

*Next Day Funding Auto Close Times:

Eastern: 6:45pm Central: 5:45pm Mountain: 4:45pm Pacific: 3:45pm

OmahaWF1704 MERCH	ΑΝΤ	PROCE	SSI	NG AP	PLICATION AN	ND AGR	EEMI	ENT	OmahaWF1704(ia)		
Sales Office		Sales ID#									
Merchant Number		Phone #:									
	NFORMATION				Page 1 of 4						
Client's Business Name (Doing Business	<mark>As):</mark>				Client's Corporate/Legal N	ame <i>(Use Also</i>	For Head	lquarter's In	formation):		
Business Address:					Billing Address (If Differen	t Than Locatior	Address	;):			
(City:)		State:	Zip:		(City:			State:	Zip:		
Location Phone #:	Locatio	on Fax #:	<u> </u>		Contact Name:			I			
Business E-mail Address:					Contact Fax # / E-mail Add	ress:					
Business Website Address:					Contact Phone #:						
Customer Service Phone #:	Custom	ner Service E-m	nail Ad	dress:	Send Retrieval Requests to Send Merchant Monthly Sta				Corp/Legal Location		
INDIVIDUAL/SOLE PROPRIETORSHIP: Stat	te in whic	h Certificate of			PT ORGANIZATION (501C) Sta	ate:		ERNMENT (F	ederal, State, Local)		
Assumed Name Filed:		State:			IONAL ORGANIZATION			FED LIABILIT	TY State Filed:		
MEDICAL OR LEGAL CORPORATION State					ION/ESTATE/TRUST State Fil	ed:		INERSHIP	State Filed:		
Name (as it appears on your income tax return)		-			FEDERAL TAX ID #				tity/nonresident alien.		
				(as it app	ears on your income tax return)	(If checked	l, please at	tach IRS Forr	n W-8.)		
NOTE: Failure to provide accurate information			-		<u></u> .		of your Pro	ogram Guide	for further information.)		
SIC/MCC:	De	etailed Explana	tion of	Type of Merc	handise, Products or Service	es Sold:					
IATA/ARC: (MCC 4722 On	ly)										
2. ADDITI		CREDIT	/ \$17	LE SURV	EY INFORMATION	N - ALL M	ERCH				
	dustrial	Residentia	-		sing Method (Attach at least						
2. Location: 🗆 Mall 🗆 Office 🗆 H	ome	□ Shopping		□ Catal	og 🗌 Brochure	 Direct Mail Newspaper/. 	lournals	□ TV/Ra □ Other	dio		
□ Apartment □ Is □ Flea Market □ O	olated	Door-to-D	oor	Marketir	ng Materials required for Mail C on in annual volume. Attach We	order, B to B, Inte	ernet over				
3. How many employees:				15. Previous Processor:							
4. How many registers / Terminals:		-			16. Check Reason For Leaving: □ Rate □ Service □ Terminated □ Other:						
5. Is proper license visible? Yes				Mail / Telephone Order / Business to Business / Internet Information							
 No, explain: 6. Where is the merchant name displaye 				(All Questions must be Answered)							
□ Window □ Door □ Store F		51101			. What % of total sales represent business to business (vs business to consumer):						
7. Merchant Occupies: Ground Floor	Other	r:			ss to Business% +						
	□ 5-10	□ 11+			hat % of bankcard sales represent business to business (vs business to consumer):						
9. Remaining Floor(s) Occupied by:					iness to Business% + Business to Consumer% = 100% (total sales) at is the time frame from transaction to delivery? (% of orders delivered in):						
Residential Commercial Commercial	ombinat	ion 🗆 None		0-7 day	s% + 8-14 days	_% + 15-30 days	•		,		
10. Approximate Square Footage: □ 0-250 □ 251-500 □ 5	01-2,000	□ 2,001	plus	America	a/Discover Network/Americ an Express OnePoint sales a	re deposited (c	,				
 11. Are customers required to leave a deposit? □ No □ Yes If Yes, % of deposit required:% 			5. Who pe	ate of order							
12. Return Policy: □ Full Refund □ Exchange Only □ None				s:							
13. Do you have a refund policy for											
MC/Visa/Discover [®] Network/ American Express/ American Express OnePoint Sales?			Please	describe how the transaction	n works, from o	-					
Yes □ No If yes, check one: □ Exchange □ Store Credit			(attach	additional sheet if necessar	y/-						
MC/V/Discover Network/American	Express	1									
American Express OnePoint Credit.	Everer	,									
If MC/V/Discover Network/American American Express OnePoint Credit,	⊏xpress/										
within how many days do you submit	credit tra	ansactions?		6. Does a	ny of your cardholder billing	involve automa	atic renev	vals or			
□ 0-3 □ 4-7 □ 8-14 □ Over 14				recurrir	ng transactions (i.e., cardhol	der authorizes	initial sal	e only)? 🗆	Yes 🗆 No		
	-										

	Name	•
DDA	iname	

Merchant #:

										1 480 2 01
OmahaWF1704			3	. COMPAN	NY HISTORY				Omaha	WF1704(ia)
Date Business Started:		Prior	Bankrupt	cies? 🗆 No	🗆 Yes 🛛	Business ar	nd / or 🛛 🗆 Pe	rsonal		
		4.	OWN	ERS / PAR	TNERS / OFF	ICERS				
	ER / PARTNI	ER / OFFICER 1	1				ER / PARTNE	R / OFFICER		
Name: (First, MI, Last)				% Ownership:	Name: (First, MI, La	st)				% Ownership:
Title:					Title:					
Home Address: (No P.O. Box)					Home Address: (N	lo P.O. Box)				
City:	State:	Zip:	Country:		City:		State:	Zip:	Country:	
Telephone #:		Social Security	, #:		Telephone #:			Social Security	, #:	
D.O.B.: DL #:		<u></u>		State:	D.O.B.:	DL #:			·	State:
	, 		5. SE1	TLEMENT						
Deposit Bank:					Bank Contact:					
· ·						,				
Transit / ABA #:			(1.1.1.1)		Deposit Account #					
ACH Detail Flag: Individuation		•	•		-	,				
					PARTY INF	URMAT				
Network (Front End):					□No					
If yes, identify the Third Party	<i>.</i> .					ersource [04 Verifone	05 Merchar	nt Link 🗆 0	6 Shift 4
		•			yment Services Cor	p 🗆 10 Ver	isign 🗆 99 O	ther (please sp	ecify)	
Wireless Network:										
PC/Internet Software									Lease	Existing
Terminal Model					-				Lease	Existing
Printer Model									Lease	Existing
PIN Pad					Quantity			Rent	Lease	Existing
Total Monthly Lease Chargen This is a <u>non-cancelable</u> I Address			-	es, or other c	harges that may a	Zip	Attention		gram Guide	or details.
		7. GRID	INFO	RMATION	I - INTERNA	L USE C	NLY			
AUTHORIZATION GRID ID#:			USER DEFII	NED GRID ID#:		м	FC GRID ID:		8-pos.	Alpha/Numeric
MC CREDIT		VISA CREDIT TIERED GRID ID	8-pos. Al	lpha/Numeric	DISCOVER NETWORK CREDIT TIERED GRID II	D 8-pos. Alpl				Alaka (Alumania
MC DEBIT TIERED GRID ID 8-pos. Alpha		VISA DEBIT TIERED GRID ID	8-pos. A	lpha/Numeric	DISCOVER NETWORK DEBIT TIERED GRID ID	8-pos. Alpl	ha/Numeric	REDIT TIERED G	RID ID 8-pos.	Alpha/Numeric
MC CREDIT MPG ID 8-pos. Alpha		VISA CREDIT	0	Inha/Numaria	DISCOVER NETWORK CREDIT MPG ID	Once Al-	ha/Numeric A			
MPG ID 8-pos. Alpha MC DEBIT		MPG ID VISA DEBIT	8-pos. Al	lpha/Numeric	DISCOVER NETWORK	8-pos. Alpi		MERICAN EXPRI		s. Alpha/Numeric
MPG ID 8-pos. Alpha		MPG ID	8-pos. A	lpha/Numeric	DEBIT MPG ID	8-pos. Alpl	ha/Numeric			
		8	B. TRA	NSACTIO	N INFORMA	TION				
		FI	NANCIA	L DATA				WHERE	IS SALE TR (Must = 100	ANSACTED?
Gross YEARLY Sales Volume	(Cash + Credit -	+ Debit + Check) 💲	\$	Avg. Am	nerican Express One	Point Ticket			(Must = 100	776)
Average YEARLY MC/Visa Vo	olume	5	5	(Estimate	If Never Processed in Pa	ast)	\$	Store Fr	ont/Swiped	%
		• •	·		/Visa/Discover Net		¢.	Internet		%
Average YEARLY American E			Ψ	Mail Ord	er	%				
Average YEARLY Discover N	etwork Volum	e <mark>\$</mark>	5		nerican Express Tick If Never Processed in Pa		\$	Telepho	ne Order	%
Average YEARLY American E	xpress OneP	oint Volume 💲	\$	Highest	Ticket Amount		\$	Total		100 %
Seasonal? No Yes High Volume Months Open:										
9. SERVICE FEE SCHEDULE										
	ccept all Ma	sterCard, Visa	and Disc		Transactions (presu	med, unless any		,		
MasterCard	nationa			<u>Visa</u> ⊡ Vice Credi	Tropostier-		-	er Network	dit Tronser (iona
MC Credit Tran MC Non-PIN De					t Transactions PIN Debit Trans.			er Network Cre er Network No		
			Section 1.9 c		le for details regarding li	mited acceptan				
Discount Collected	Daily Montl	nıy								

DBA Name:									Merchant	#:					Pag	ge 3 of
OmahaWF1704									JLE (cont	,			(OmahaW	F170	4(ia)
MC/Visa Auth & Captur		(Po	r Itom)						action Fee ee: \$		er Item)					
American Express Or			,		scover N	letwork	Autri a	Capture r	·ee: ⊅	(<i>P</i> e	er nem)	Tra	nsArmor Auth Fee	\$	(P	Per Item)
American Express				Through*								Voi	ce Authorization	\$	(P	Per Item)
American Express Auth			(Per	-	merican I	Express	ESA/F	Pass Throu	igh SE #:			FIG	ctronic AVS Fee	¢		
American Express Disc			%	,	at Per Tra			•	•			Ele	ctronic AVS Fee	⊅	(P	Per Item
American Express Prep		Int Rate	%		at Per Tra							Voi	ce AVS Fee	\$	(P	Per Item
American Express Me						liouotie		•				AR	J Fee	\$	(P	er Item
*American Express Month															-	
					Retrieval		llaneo	ous Fees	Return				Mon	thly Fe	96	
Dues and Assessmer	nts Charg	geback Fee	\$(Per Item)	(12B Lett	ter)	\$	(Per Ite	,		\$	(Per Iter	n)			
Sales Transaction Fee	\$	_ (Per Item)		Fee \$		Per Item)		Early Terr	mination Fee	\$	(0	ne Time Fe	Wireless Fee	9	è	
EBT – Food Stamps \$ (Per Item) #:			EBI -	Cash Bene (Per It		ther:					\$		Portfolio Mgr F	ee s	\$	
Minimum	Mon	thly Statem	ent	Pa	ass Visa 1				ACH				eMerchantView			
Monthly Fee \$	_ Fee	\$	(Acct on File)	Fe	e	□ Yes	No		Reject Fee \$_		(Per Ite	em)	Access Fee	\$	\$	
MC License Fee \$	(Per	Sales Item)		% (Sales Volu		\$	(F	,	Monthly				Customer Serv	ice Fee 🖇	è	
Visa Proc Fee \$,	c Fee \$	(Per Iten	n) Visa	BIN Fe			r Item) MC IC	A Fee	\$	(Per Item	Debit Access F	ee \$	\$	
Pass Visa Fixed Acquire Network Fee (FANF)		Visa FA o Card P	NF resent Surcha	rge \$	(Fla	at Rate)		sa FANF Ird Not Pre	esent Surcharg	ge s	\$	(Flat Rate	elDS Access Fe		5	
Pass Visa Acq		Pass V	isa Misuse		ass Visa i			V	Pass Visa							
Processing Fee Pass Visa	Yes 🗆 No	o of Auth Kilobyte	Fee □Yes		oor Limit ass Visa			res 🗆 No	Int'l Acquir Visa AFD N			es ⊡No n	Supplies:			
Kilobyte Fee Yes	No Fee	Surcharge		lat Rate) N	on Partic	ipation	Fee 🗆	Yes 🗆 N	o Fee Surcha	arge \$		(Per Item)		\$	
Pass MasterCard Kilobyte Fee □ Yes □		terCard Kilol Surcharge			ass Mast VS Fee	erCard		Yes ⊓ N	MasterCarc o Fee Surcha			(Per Item	Other:	\$	\$	
Pass MasterCard CVC2		ouronarge (,				Ircharge			, }	(Flat Rate	<u> </u>	9	5	
		Faa							rohorgo							
Pass American Express		ree				· ·					% (Sa		<u></u>	Month		
Pass Discover Network Pass Visa		MC Acquire			ISCOVER N ASS MC	letwork	Auth F	ee Surcha	rge Pass MC Nat'l		5	(Flat Rat	^{e)} Other:		\$	
Acq ISA Fee Yes		port Fee				der Fee	🗆 Yes		Brand Usage			Yes 🗆 N	o 🗆 Per item			
Pass MC Proc Integrity Fee □ Yes □		Discover Proc Fee	□ Yes		ass Disco t'l Servic		□ Yes		Pass Discover Data Usage C			Yes 🗆 N				
Pass STAR Debit Netwo								ual Fee Su		s (10.190		(Flat Rate	Annually	Month		
Pass Pulse Debit Netwo										φ. \$		(Flat Rate	Other:		\$	
								ual Fee Su	-			_	Per item			
Pass Jeanie Debit Netw	ork Annua	li Fee		INO Je FN & Regu				nual Fee S	ourcharge	<u>ې</u>		_ (Flat Rate	Monthly			
Reg. Product Fee \$	(Month	hly) TIN/TF	N Invalid \$					(Per Item) IVR	Usage	\$	(Per Item) 🗆 Annually	Month		
Other Item Rate					.,				,							
MC Credit \$	Vis	sa Credit	\$		Network			Ameri	can Express Cr	redit	\$	Ameri	can Express One Poi	nt Credit \$;	
MC Debit \$	Vis	sa Debit	\$	Discover	Network	Debit	\$									
Other Volume % MC Credit	% Vis	sa Credit		% Discover	Network	Credit		% Ameri	can Express Cr	rodit		% Ameri	can Express One Poi	nt Credit		%
MC Debit		sa Debit			Network			%	can Express of	Teun		70 Ameri	can Express one rol	in orean		/
Tiered						Dobit		,e į						I		
		1		Disco	1				ales Volume	e)						
MC Outl On It	Discount	MPG TXN Fee		114	Discour		TXN Fee					MPG TXN Fe	e American Express	Discount	MPG	G TXN Fee
MC Qual Credit MC Mid-Qual Credit		\$	Visa Qual Cre Visa Mid-Qual		+	% \$ % \$			Network Qual Cr vork Mid-Qual Cr		%	\$ \$	Qual Credit		%\$	
MC Non-Qual Credit		\$	Visa Mid-Quai		1	% \$			ork Non-Qual C		%		American Express			
MC Worldcard Qual	%		Visa Rewards		1	% \$,0	.	 Mid-Qual Credit American Express 		% \$	
MC Worldcard Mid-Qual		\$	Visa Rewards			% \$							Non-Qual Credit		%\$	
MC Worldcard Non-Qual	%	\$														
MC Qual Debit		\$	Visa Qual Deb	it		% \$		Discover I	Network Qual De	ebit	%		_			
MC Mid-Qual Debit		\$	Visa Mid-Qual	Debit		% \$		Disc. Netw	vork Mid-Qual De	ebit	%		_			
MC Non-Qual Debit		\$	Visa Non-Qua			% \$			ork Non-Qual D		%		_			
MC Regulated Debit Disc't	%	\$	Visa Regulate	d Debit Disc't	 	% \$		Disc. Netw	vork Reg. Debit I	Disc't	%	\$				
	Discount	Non-Qual Fees			Discour	nt Non-	Qual Fees				Discount	Non-Qual Fee	es	Discount	Non-	-Qual Fee
	%		Visa Qual Cre	dit		%			Network Qual C	redit	%		1			
MC Qual Credit	%		Visa Qual De		1	%			Network Qual D		%		American Express Qual Credit		%	9
MC Qual Credit MC Qual Debit	///				essmer	nts										
MC Qual Debit	nterchan	-	aues Dues									at (Deced			ount (Ba	ased
MC Qual Debit	nterchan Discou	nge – Inclu unt (Based s Sales Vol.)			Disc on Gr	count (Ba ross Sales	ised Vol.)				Discour on Gross	Sales Vol.)		Disco on Gros	ss Sales	Vol.)
MC Qual Debit Pass Through II	nterchan Discou	unt (Based s Sales Vol.)		odit	Disc on Gr	count (Ba ross Sales	Vol.)	Discover	Network Qual C	radit	on Gross	Sales Vol.)		Disco on Gros	ss Sales	s Vol.)
MC Qual Debit Pass Through In MC Qual Credit	nterchan Discou	unt (Based s Sales Vol.) %	Visa Qual Cre		Disc on Gr	count (Ba ross Sales	Vol.) %		Network Qual C		on Gross	Sales Vol.) %	American Express	Disco on Gro	ss Sales	
MC Qual Debit Pass Through II	nterchan Discou	unt (Based s Sales Vol.)			Disc on G	count (Ba ross Sales	Vol.)		Network Qual C Network Qual D		on Gross	Sales Vol.)		Disco on Gros	ss Sales	s Vol.) %

DBA Name:		Mercha	nt #:	Page 4 of 4
	9. SERVICE FEE S	CHEDULE (co	nt'd)	
	TeleC	heck		
ECA Warranty Mail Order Hold Check	Inquiry Rate	0	6 Stmt/Processing Fee	<u>\$ 5.00</u>
Paper Warranty C.O.D.	Dec. Risk Surch	harge9	6 Customer Requested	s 2.50
	Per TXN Fee	\$	Operator Call (CROC)	<u>\$ 5.00</u>
TeleCheck Rates & Fees Yes No See Agreement for definitions, warranty requirements an	d any additional fees. Monthly Minimu	um Fee \$	(Per Location) ECA Chargeback Fee (Only charged when entitled with TeleCheck	·
	Express OnePoint		First Data Global Gateway e4 (G	GE4)
Rate Per Item		Rate Per Item	GGE4 Participation GGE4 Effective Date:	
□ Retail**% \$	Education	%	GGE4 One Time	
□ Restaurant**% \$	Healthcare – Office Based		Setup Fee \$ PayPal Auth Fee (one time)	\$
Fast Food Restaurant%		%		(per item)
Mail Order & Internet%	Telecommunications Telecommunications –	%	GGE4 Monthly Fee \$ PayPal Sale Fee	\$ (per item)
Supermarkets%		%	GGE4 Auth Fee \$. ,
Other Transportation%	□ Independent Gas Station	%	(per item) PayPal Return Fe	e \$ (per item)
□ Lodging%	□ B2B	% \$	GGE4 AVS Fee \$	(per hem)
Services, Wholesale	Prepaid Card	% \$	(per item)	ToloObook
& All Other% \$	□ Travel Agencies/Tour Operators**	% \$	First Data Global Gateway e4 (GGE4)	TeleCheck
**0.30% downgrade will be charged by American Express for tran Charge for which the Card is not presented at the point of purcha			GGE4 TeleCheck Auth Fee \$	(per item)
applicable to transactions made on all American Express Cards, i	including Prepaid Cards. This fee applies to both One	ePoint and ESA.	GGE4 TeleCheck Deposit Fee \$	(per item)
**An Inbound fee of 0.40% will be applied on any Charge made us (as used herein, the United States does not include Puerto Rico, t	the U.S.Virgin Islands and other U.S. territories and p	ossessions). This fee is		
applicable to all industries.	510	~1	GGE4 TeleCheck Adjustment Fee \$	(per item)
	Fle			
WEX: Other Item Rate \$ (per item)			ger: Qual% Other Item Rate \$	(per item)
OmahaWF1704	IO. SIGNA			WF1704(ia)
Merchant Processing Application (consisting of Sections 1-10	and by this reference incorporated herein. Clience	nt acknowledges and agree	ceived a copy of the Program Guide and Confirmation Page, wh s that we, our Affiliates and our third party subcontractors and/o	or agents may use
automatic telephone dialing systems to contact Client at the t	elephone number(s) Client has provided in this Me ss number or if Client has previously registered o	erchant Processing Applicate n a Do Not Call list or reque	tion and/or may leave a detailed voice message in the event that (sted not to be contacted Client for solicitation purposes. Client h	Client is unable to ereby consents to
receiving commercial electronic mail messages from us, our A	ffiliates and our third party subcontractors and/or	agents from time to time. Cl	ient further agrees that Client will not accept more than 20% of its	card transactions
accordance with the percentages indicated in that section. This	ation is approved based upon contrary informati s signature page also serves as a signature page to	o the Equipment Lease Agre	nsaction Information section above, you are authorized to acce element, and the TeleCheck Services Agreement appearing in the T u" and "Your" for the purposes of the TeleCheck Services Agreem	pt transactions in hird Party Section
reporting agency and other sources, including bank reference	s, personal and business consumer reports and o	other information and to disc	mation contained in this Application and to request and obtain from close such information amongst each other for any purpose permo	nitted by law. If the
Application is approved, each of the undersigned also authoriz bank references, in connection with the review, maintenance	es us, our Affiliates and our third party subcontrac	ctors and/or agents to obtain tor for any other purpose	subsequent consumer reports and other information from other s permitted by law and disclose such information amongst each	sources, including other. Each of the
undersigned furthermore agrees that all references, including	g banks and consumer reporting agencies, may re	elease any and all personal	and business credit financial information to us, our Affiliates a	nd our third party
Application and Agreement and any information received subse	equent thereto from all references, including banks	and consumer reporting age	provide amongst each other the information contained in this Mene encies for any purpose permitted by law. It is our policy to obtain c	ertain information
in order to verify your identity while processing your account		undersigned consents to t	he use of information gathered online or that you submit to us,	and/or automated
electronic computer security screening, by us or our third par	ty vendors.	undersigned consents to th	le use of information gathered online of that you sublint to us,	and/or automateu
By signing below, I represent that I have read and am authorize	d to sign and submit this application for the above	entity which agrees to be bo on (EDMS) and American Ex	und by the American Express [®] Card Acceptance Agreement ("Agr press Travel Related Services Company, Inc. ("AXP") and AXP's ag	eement"), and that
to verify the information in this application and receive and exc	hange information about me personally, including b	by requesting reports from c	onsumer reporting agencies from time to time, and disclose such in	nformation to their
reports about me that they have requested from consumer repo	rting agencies. Such information will include the na	me and address of the agend	and Affiliates to inform me directly, or inform the entity above, abo cy furnishing the report. I also authorize AXP to use the reports on r	me from consumer
reporting agencies for marketing and administrative purposes.	I am able to read and understand the English lang	juage. Please read the Amer of marketing communication	ican Express Privacy Statement at http://www.americanexpress.co s by visiting this website or contacting American Express at 1-(80	m/privacy to learn 0)-528-5200
			it, either to AXP's program for FDMS to perform services for AXP or the FDMS servicing program that the entity may be enrolled in AX	
Card acceptance program, which has different servicing terms acceptance program, and the entity may terminate the Agreem	(e.g., different speeds of pay). I understand that if the ent. By accepting the American Express Card for t	he entity does not qualify for the purchase of goods and/o	r the FDMS servicing program that the entity may be enrolled in AX or services, or otherwise indicating its intention to be bound, the end of the services of the service of the servic	(P's standard Card entity agrees to be
bound by the Agreement. Client authorizes FDMS and Bank and their affiliates to debit Cl			• · · · · · · · · · · · · · · · · · · ·	, ,
				, 31 U.S.C. Section
			se prohibited by the Unlawful Internet Gambling Enforcement Act, rt 500 et seq. and other laws enforced by the Office of Foreign Asse	ets Control (OFAC).
Client certifies, under penalties of perjury, that the Client agrees to all the terms of this Merchant Proc	cederal taxpayer identification number a	Merchant Processing A	g name provided nerein are correct. Application and Agreement shall not take effect until C	lient has been
	y FDMS and Bank.			
Client's Business Principal/Officer:				
Signature X	Title	Sigr	nature X	
Print Name of Signer	Date	Prin	t Name of Signer	
Signature X			Date	
Print Name of Signer	Date			
	TELECHECK ACH	AUTHORIZATIO	N	
ACH Debit and Credit Authorization: Client authorizes its	s Financial Institution to pay and charge to its acc	count the amount(s) due Tel	eCheck under this TeleCheck Agreement and to accept all credits authorization shall remain in effect until (30) thirty days after rev	and debits made
	Sinection with relecheck's services under this in	electieck Agreement. This a	autionzation shan temain in enect until (50) thirty days after rev	okeu in writing.
Signature X	Print Name	e/Title:	Date _	
Authorized Signature on TeleCheck Acco	ount for ACH			
Personal Guarantee: In exchange for First Data Merchant Se Agreement and/or the TeleCheck/TRS Services Agreement, the unit	rvices Corporation, Wells Fargo Bank, N.A. and TeleC dersigned unconditionally and irrevocably guarantee	heck Services, Inc. (the Guara s the full payment and perform	Inteed Parties) acceptance of, as applicable, the Agreement, and/or the nance of Client's obligations under the foregoing agreements, as appl	e Equipment Lease icable, as they now
exist or as modified from time to time, whether before or after term	nination or expiration of such agreements and whether	er or not the undersigned has	received notice of any amendment of such agree ments. The undersig	gned waives notice
remedy before proceeding against the undersigned. This is a con-	tinuing personal guaranty and shall not be discharg	jed or affected for any reasor	Inteed Parties) acceptance of, as applicable, the Agreement, and/or th nance of Client's obligations under the foregoing agreements, as appl received notice of any amendment of such agree ments. The undersi, Guaranteed Parties shall not be required to first proceed against Cl . The undersigned understands that this is a Personal Guaranty of p	payment and not of
Personal Guarantee Signature X		Print Name:	Date	
Personal Guarantee Signature X				
Accepted By First Data Merchant Service	s Corporation	Wells Fargo Bank,	N.A., 1200 Montego, Walnut Creek, CA 945	98
Signature X		Signature X		
Title		-		
1100			Date	

PART I: CONFIRMATION PAGE

PROCESSOR	Name:	First Data Merchant Services		
INFORMATION:	Address:	1307 Walt Whitman Road, Melville, NY 11747		
	URL:		Customer Service #	1-800-858-1166

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.

- 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 three (3) 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. If you lease equipment from Processor, it is important that you review Section 1 in Third Party Agreements. Bank is not a party to this Agreement. THIS IS A NON-CANCELABLE LEASE FOR THE FULL TERM INDICATED.

10. Card Organization Disclosure

GPS1804(ia)

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: <u>http://usa.visa.com/merchants/merchant-support/</u> <u>international-operating-regulations.jsp</u>
- g) You may download "MasterCard Regulations" from MasterCard's website at: http://www.mastercard.com/us/merchant/support/rules.html
- h) You may download "American Express Merchant Operating Guide" from American Express' website at: <u>www.americanexpress.com/merchantopguide</u>

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 GPS1804(ia)] consisting of 53 pages [including this Confirmation Page and the applicable Third Party Agreement(s)].

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		
	Title	Date
Please Print Name of Signer		

Free Terminal Placement Agreement



Tell Us What You Need:

Retail w/EMV

Restaurant w/ Tips (EMV)

Retail/EMV w/Debit (terminal + pin pad)

Retail/EMV/Debit w/Cash Back (terminal + pin pad)

This Equipment Placement Agreement ("Agreement") is made effective as of the date set forth below by and between ClearPay Processing, LLC ("Company") with its principal place of business at 2120 Main Street, Huntington Beach, Ca. and the entity and/or individual whose name and address are set forth below ("Merchant").

1. Services: Company shall place with free equipment ("Equipment") identified above with merchant at no cost. Merchant agrees that the Equipment is always the property of Company and Merchant assumes all risk for damage to the Equipment. Merchant will automatically be enrolled in ClearPay Service Pak at a cost to Merchant of \$9.95 per month. Full program details and opt out instructions can be obtained at www.clearpayprocessing.com, or by calling Company's customer service number.

2. This agreement shall survive so long as Merchant is processing credit cards with Company. Should Merchant discontinue processing credit cards with Company for any reason then the Termination provisions shall apply. Upon any termination of this Agreement, Merchant must return the Equipment to Company within ten (10) days. In the event Merchant fails to return the Equipment upon request by Company, by the return date or returns any Equipment which is damaged, defective, malfunctioning, or is not in good working order, Merchant shall purchase the Equipment for the full retail price of the Equipment as follows: \$595.00 per EMV Terminal option, or \$895.00 per terminal and pin pad option. Merchant hereby authorizes Company to debit any charges due by Merchant under this Agreement from any checking, savings, credit card or any other type of account provided by Merchant to Company. If Company is forced to initiate collection actions against Merchant for the value of purchase the Equipment noted above, Merchant agrees that it shall pay a reasonable collection fee not to exceed \$300.00 which shall be added to the value of the Equipment noted above.

3. Disclaimer of All Warranties: Company disclaims all warranties, express or implied. Company shall not be liable to Merchant or any third party for any liquidated, indirect, consequential, exemplary or incidental damages even if Company has been advised of the possibility of such damages.

4. This Agreement sets forth the entire agreement and understanding of the parties. Should suit be brought to enforce or interpret any part of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs. The parties hereby agree that any suit to enforce any provision of this Agreement or arising out of or based upon this Agreement or the business relationship between the parties hereto shall be brought in Orange County, California.

ClearPay Processing, LLC

Merchant Name:	

By:

By:

Name/Title:

Name/Title:

PERSONAL GUARANTY: The undersigned unconditionally and personally irrevocably guaranties to Company, including its successors and assignees, the prompt payment and performance of the terms and conditions outlined in this Agreement. This Guaranty is a guaranty of payment and not merely one for collection.

Print Name: _____ Signature: _____

ClearPay Use Only: MID: Date Shipped:

Equipment Shipped: