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ELECTRONIC PAYMENT SYSTEMS
Merrick Bank, South Jordan, Utah

Electronic Payment Systems Englewood, Colorado 80111

Office No. 01

<http://www.infinitybankcardofamerica.com>

Agent Name _____

Agent No. 360

PLEASE PRINT

MERCHANT APPLICATION

FILL OUT COMPLETELY

BUSINESS NAME(S)	
Name of Account (Doing Business As)	Exact Legal Name
Physical Street Address (if different from mailing address)	Mailing/Billing Address
City, State, Zip	City, State, Zip County
Business Phone Number Cell	Fax Number Pager
Merchandise/Service Sold	Federal Tax I.D. Number

MERCHANT PROFILE		VISA/MASTERCARD INFORMATION											
Type of Ownership: <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Other	Do you currently accept Visa/MasterCard? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, please submit 3 current months statements.												
Date Business Started _____ Length of Current Ownership _____	Current / Previous Bank Card Processor _____												
Has This Business or Any Associated Principal Been Terminated as a VISA/MasterCard Merchant? <input type="checkbox"/> Yes <input type="checkbox"/> No	Reason for leaving _____												
Has Merchant or any Associated Principal disclosed below filed bankruptcy or been subject to any involuntary bankruptcy? <input type="checkbox"/> Yes <input type="checkbox"/> No Date _____	<table border="1"> <tr><td>Card Swiped</td><td>%</td></tr> <tr><td>Manually Keyed</td><td>%</td></tr> <tr><td>Mail Order</td><td>%</td></tr> <tr><td>Telephone Order</td><td>%</td></tr> <tr><td></td><td>100%</td></tr> </table>	Card Swiped	%	Manually Keyed	%	Mail Order	%	Telephone Order	%		100%	Average Ticket \$ _____	High Ticket \$ _____
Card Swiped	%												
Manually Keyed	%												
Mail Order	%												
Telephone Order	%												
	100%												
Previous Owner _____		Average Monthly Vol. \$ _____	High Monthly Vol. \$ _____										

OWNERS OR OFFICERS	
Name & Title (print)	Name & Title (print)
Social Security No. Phone No.	Social Security No. Phone No.
Residence Address	Residence Address
City, State, Zip D.O.B.	City, State, Zip D.O.B.
PERSONAL CREDIT HISTORY	PERSONAL CREDIT HISTORY
____ % Equity Ownership <input type="checkbox"/> Excellent <input type="checkbox"/> Good <input type="checkbox"/> No credit history or with derogatory info.	____ % Equity Ownership <input type="checkbox"/> Excellent <input type="checkbox"/> Good <input type="checkbox"/> No credit history or with derogatory info.

REFERENCES	
Trade Reference _____ Contact _____ Phone No. _____	
Trade Reference _____ Contact _____ Phone No. _____	
Bank Reference _____ Contact _____ Phone No. _____	

MERCHANT SITE SURVEY REPORT (TO BE COMPLETED BY SALES REPRESENTATIVE)	
Merchant Location <input type="checkbox"/> Retail Location With Store Front <input type="checkbox"/> Office Building <input type="checkbox"/> Residence <input type="checkbox"/> Other _____	
Area Zoned <input type="checkbox"/> Commercial <input type="checkbox"/> Industrial <input type="checkbox"/> Residential	Square Footage <input type="checkbox"/> 0 - 250 <input type="checkbox"/> 251 - 500 <input type="checkbox"/> 501 - 2,000 <input type="checkbox"/> 2,001+
Does the amount of inventory and merchandise on shelves and floor appear consistent with the type of business? <input type="checkbox"/> Yes <input type="checkbox"/> No If no, explain _____	Nearest major cross streets or highway _____
The Merchant <input type="checkbox"/> Owns <input type="checkbox"/> Leases the business premises	Whom Does Merchant Lease From (Name and Telephone Number) _____ Photo Attached <input type="checkbox"/> Yes <input type="checkbox"/> No
Further Comments By Inspector (MUST COMPLETE) _____	

I hereby verify that this application has been fully completed by merchant and that I have 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.

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Agent Name (please print)

Signature

Agent #

Date

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MERCHANT PROCESSING AGREEMENT (continued)—No CANCELLATION FEES—

**VOIDED CHECK FROM CHECKING ACCOUNT MUST BE ATTACHED
(DO NOT USE A DEPOSIT TICKET)**

ELECTRONIC DEBIT / CREDIT AUTHORIZATION

Merchant hereby authorizes Bank, in accordance with this Agreement, to initiate debit/credit entries to Merchant's deposit account, as indicated below. This authority is to remain in full force and effect until (a) Bank has received written notification from Merchant of its termination, in such a manner as to afford Bank reasonable opportunity to act on it and (b) all obligations of Merchant to Bank that have arisen under this Agreement have been paid in full. This authorization extends, but is not limited, to such entries to this account which concern discount fees, transaction fees, chargebacks, penalties, service fees, return item fees, lease, rental and purchase charges, check services, warranty services, internet services or any other services offered by EPS, involving Point-Of-Sale ("POS") and credit card imprint equipment.

PRICING SCHEDULE A

Discount Visa	3.0 %	MasterCard	3.0 %	Debit Network	Authorization Fee	Amex	Yes <input type="checkbox"/>	
Auth. Fee (Retail)	MOTO	ACH Rejection	\$25.00	1. _____	_____	Amex Merchant I.D.	_____	
MasterCard	\$.25 \$.35	Charge Back Fee	\$25.00	2. _____	_____	Discover	Yes <input type="checkbox"/>	
Visa	\$.25 \$.35	Administration Fee	\$10.00	3. _____	_____	Discover Merchant I.D.	_____	
Other	\$.25 \$.35	Minimum Discount Fee	\$25.00	4. _____	_____	Annual Fee	\$85.00	
Wireless	\$.15 \$.15	Wireless Fee	\$26.00	5. _____	_____	FMP Warranty \$8.95/mo.	Yes <input type="checkbox"/>	
AVS	\$.04 \$.04	Voice Authorization	\$.95	6. _____	_____	(Includes FREE repair/replacement)	_____	
		Retrieval Fee	\$12.50	(Surcharge of up to 1.75% applied to all transactions which fail to qualify for VISA or MasterCard electronic data capture interchange requirements.)				_____
		Checking Acct. Change	\$20.00	RETAIL <input type="checkbox"/>	MOTO <input type="checkbox"/>	BUNDLED RATE <input type="checkbox"/>	_____	
		Internet Gateway	\$10.00					
		Voice Auth. Setup	\$ 4.95					

CORPORATE CERTIFICATION

I certify that I am the duly elected and qualified _____ (title) of the corporation whose full legal name appears on the Merchant Application. I certify that the following is a true and complete copy of a resolution adopted on _____, 20____, by the Board of Directors, such resolution being in accordance with the corporation's articles and bylaws and still in force and effect.

Resolved, that the following person(s) are hereby authorized on behalf of the corporation to contract with Bank and to act on behalf of the corporation in all matters related to the Merchant Agreement and any addendum thereto.

Resolved further, that Bank may rely upon the authorization granted in this resolution until either or both receive actual notice of any change. I further certify that the following are the name(s), genuine signature(s) and title(s) of the person(s) authorized by the above resolution.

X
SIGNATURE _____ PRINTED NAME _____ TITLE _____

X
SIGNATURE _____ PRINTED NAME _____ TITLE _____

PERSONAL GUARANTEE

The undersigned guarantees to Bank the performance of this Agreement and any addendum thereto by Merchant, including payment of all sums due and owing and any attorneys fees and costs associated with enforcement of the terms thereof. Bank shall not be required to first proceed against Merchant or enforce any other remedy before proceeding against the undersigned. This is continuing guaranty and shall not be discharged or affected by the death of the undersigned, shall bind the heirs, administrators, representatives and assigns and may be enforced by or for the benefit of any successor of Bank. The term of this guaranty shall be for the duration the Merchant Processing Agreement and any addendum thereto and shall guarantee all obligations which may arise or accrue during the term thereof though enforcement shall be sought subsequent to any termination.

X
PERSONAL GUARANTOR (NO TITLE) _____ PERSONAL GUARANTOR (NO TITLE) _____

MERCHANT: The undersigned represents and warrants that all information provided by Merchant in the Merchant Application and Processing Agreement, and any other documentation supplied thereto, is true and correct. Also, the undersigned authorizes the Bank or its representative to investigate the credit of each person listed on the Merchant Application and represents the he/she has the authority to provide such information. **MERCHANT HEREBY AGREES AND ACCEPTS ALL TERMS AND CONDITIONS CONTAINED HEREIN AND FURTHER OUTLINED IN ARTICLES 1.01 THRU 3.13 (K) RESPECTIVELY. FURTHERMORE, MERCHANT ACKNOWLEDGES RECEIPT OF A PHYSICAL COPY OF THIS AGREEMENT WHICH CONTAINS THE AFOREMENTIONED ARTICLES AND OTHER TERMS AND CONDITIONS THAT GOVERN THIS AGREEMENT.**

BY: **X**
SIGNATURE _____ PRINTED NAME _____ DATE _____ PRINTED NAME _____ SIGNATURE _____ DATE _____

Accepted by Merrick Bank • Agent Relations • South Jordan, UT 84085 • (303) 221-2510

By: _____ Title: _____

Member Bank Information
Merrick Bank Merchant Services Department
101 Crossways Park West, Woodbury, NY 11797
(800) 328-9155

- Important Bank Responsibilities
- Merrick Bank is the only entity approved to extend acceptance of VISA products directly to a Merchant.
 - Merrick Bank must be a principal (signor) to the Merchant Agreement.
 - Merrick Bank is responsible for educating Merchants on pertinent VISA Operating Regulations with which Merchants must comply.
 - Merrick Bank is responsible for and must provide settlement funds to the Merchant.
 - Merrick Bank is responsible for all funds held in reserve that are derived from settlement.

Important Merchant Responsibilities

- Ensure compliance with cardholder data security and storage requirements.
- Maintain fraud and chargebacks below thresholds.
- Review and understand the terms of the Merchant Agreement.
- 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 - Merrick Bank - is the ultimate authority should the Merchant have any problems.

Merchant's Signature _____ Date _____

Merchant's Printed Name & Title _____