MERCHANT PROCESSING APPLICATION AND AGREEMENT

VizyPay

Sales Office _____ Print Sales Rep Name Dean Sams Sales ID # _____

Merchant Number _____ Sales Rep. Signature _____ Phone # 615-389-7267

VizyPay2201 | **1. BUSINESS INFORMATION** | VizyPay2201

Client's Business Name *(Doing Business As)*:	Client's Corporate/Legal Name *(Use Also For Headquarter's Information)*:
Business Address:	Billing Address *(If Different Than Location Address)*:
City: State: Zip:	City: State: Zip:
Location Phone #: Location Fax #:	Contact Name:
Business E-mail Address:	Contact Fax # / E-mail Address:
Business Website Address:	Contact Phone #:
Date Business Started:	Send Retrieval Requests to: ☐ Business Location ☐ Corp/Legal Location Send Merchant Monthly Statement to: ☐ Business Location ☐ Corp/Legal Location
Customer Service Phone #: Customer Service E-mail Address:	Statement Delivery Method: *(choose one)* ☐ Print and Mail ☐ Online via AccessOne

☐ INDIVIDUAL/SOLE PROPRIETORSHIP: State in which Certificate of Assumed Name Filed: _____ State:_____	☐ TAX EXEMPT ORGANIZATION (501C) State:_____	☐ GOVERNMENT (Federal, State, Local)
☐ CORPORATION – CHAPTER S, C State:_____	☐ INTERNATIONAL ORGANIZATION Location Filed:_____	☐ LIMITED LIABILITY COMPANY State Filed:_____
☐ MEDICAL OR LEGAL CORPORATION State:_____	☐ ASSOCIATION/ESTATE/TRUST State Filed:_____	☐ PARTNERSHIP State Filed:_____

Name *(as it appears on your income tax return)*	FEDERAL TAX ID # *(as it appears on your income tax return)*	☐ I certify that I am a foreign entity/nonresident alien. *(If checked, please attach IRS Form W-8.)*

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.)

*SIC/MCC:	Final Auth. Indicator: ☐ 0 (Pre Auth.) ☐ 1 (Final Auth.)	IATA/ARC: (MCC 4722 Only)

Note: *If your business is classified as High Risk and assigned (or is later assigned based upon your business activity) any of the following Merchant Category Codes (MCC): 5966, 5967 and 7841[1], then registration is required with Visa and/or MasterCard within 30 days from when your account becomes active. An Annual Registration Fee of $500 may apply for Visa and/or MasterCard (total registration fees could be $1,000.00). Failure to register could result in fines in excess of $10,000.00 for violating Visa and/or MasterCard regulations[2].

[1]Registration for MCC 7841 is only required for non-face-to-face adult content.

[2]Information herein, including applicable MCCs, is subject to change.

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

2. ADDITIONAL CREDIT / SITE SURVEY INFORMATION – ALL MERCHANTS

1. Zone: ☐ Business District ☐ Industrial ☐ Residential
2. Location: ☐ Mall ☐ Office ☐ Home ☐ Shopping Area ☐ Apartment ☐ Isolated ☐ Door-to-Door ☐ Flea Market ☐ Other
3. How many employees: _____
4. How many registers/Terminals: _____
5. Is proper license visible? ☐ Yes ☐ No, explain: _____
6. Where is the merchant name displayed at the site? ☐ Window ☐ Door ☐ Store Front
7. Merchant Occupies: ☐ Ground Floor ☐ Other: _____
8. # of Floors/Levels: ☐ 1 ☐ 2-4 ☐ 5-10 ☐ 11+
9. Remaining Floor(s) Occupied by: ☐ Residential ☐ Commercial ☐ Combination ☐ None
10. Approximate Square Footage: ☐ 0-250 ☐ 251-500 ☐ 501-2,000 ☐ 2,001 plus
11. Are customers required to leave a deposit? ☐ No ☐ Yes If Yes, % of deposit required: _____%
12. Return Policy: ☐ Full Refund ☐ Exchange Only ☐ None
13. Do you have a refund policy for MC/Visa/Discover® Network-PayPal/American Express OptBlue® Sales? ☐ Yes ☐ No If yes, check one: ☐ Exchange ☐ Store Credit ☐ MC/Visa/Discover Network-PayPal/American Express OptBlue® Credit

    If MC/V/Discover Network-PayPal/American Express OptBlue® Credit, within how many days do you submit credit transactions? ☐ 0-3 ☐ 4-7 ☐ 8-14 ☐ Over 14
14. Advertising Method *(Attach at least one)*: ☐ Catalog ☐ Brochure ☐ Direct Mail ☐ TV/Radio ☐ Internet ☐ Phone ☐ Newspaper/Journals ☐ Other

    Marketing Materials required for Mail Order, B to B, Internet over $1 Million in annual volume. Attach Web Page for Internet Merchant.
15. Previous Processor: _____
16. Check Reason For Leaving: ☐ Rate ☐ Service ☐ Terminated ☐ Other: _____

Mail/Telephone Order/Business to Business/Internet Information

(All Questions must be Answered)

1. What is the time frame from transaction to delivery? *(% of orders delivered in)*:

    0-7 days_____% + 8-14 days_____% + 15-30 days_____% + over 30 days_____% = **100%**
2. MC/Visa/Discover Network-PayPal/American Express OptBlue® sales are deposited *(check one)*: ☐ Date of order ☐ Date of delivery ☐ Other *(specify)*: _____
3. Does any of your cardholder billing involve automatic renewals or recurring transactions *(i.e., cardholder authorizes initial sale only)*? ☐ Yes ☐ No

VizyPay2201 | VizyPay2201

3. OWNERS / PARTNERS / OFFICERS

Provide the following information for each individual who owns, directly or indirectly, 25% or more of the equity interest of your business.

OWNER / PARTNER / OFFICER 1

Name: *(First, MI, Last)* | % Ownership: | Title:

Home Address: *(No P.O. Box)* | City: | State: | Zip: | Country:

Telephone #: | Social Security #: | D.O.B.: | DL #: | State:

OWNER / PARTNER / OFFICER 2

Name: *(First, MI, Last)* | % Ownership:

Title: | Telephone #:

Home Address: *(No P.O. Box)*

City: | State: | Zip: | Country:

D.O.B.: | Social Security #:

OWNER / PARTNER / OFFICER 3

Name: *(First, MI, Last)* | % Ownership:

Title: | Telephone #:

Home Address: *(No P.O. Box)*

City: | State: | Zip: | Country:

D.O.B.: | Social Security #:

OWNER / PARTNER / OFFICER 4

Name: *(First, MI, Last)* | % Ownership:

Title: | Telephone #:

Home Address: *(No P.O. Box)*

City: | State: | Zip: | Country:

D.O.B.: | Social Security #:

OWNER / PARTNER / OFFICER 5

Name: *(First, MI, Last)* | % Ownership:

Title: | Telephone #:

Home Address: *(No P.O. Box)*

City: | State: | Zip: | Country:

D.O.B.: | Social Security #:

4. SETTLEMENT INFORMATION

Deposit Bank:

Transit/ABA #: | Deposit Account #:

ACH Detail Flag: ☐ Individual ☐ Combined ☐ Separate *(defaults to Combined if option not selected)*

5. TRANSACTION INFORMATION

FINANCIAL DATA

Gross YEARLY Sales Volume (Cash + Credit + Debit + Check) $_____

Average YEARLY MC/Visa Volume $_____

Average YEARLY Discover Network-PayPal Volume $_____

Average YEARLY American Express OptBlue® Volume $_____

Avg. MC/Visa/Discover Network-PayPal Ticket *(Estimate If Never Processed in Past)* $_____

Avg. American Express OptBlue® Ticket *(Estimate If Never Processed in Past)* $_____

Highest Ticket Amount $_____

Seasonal? ☐ No ☐ Yes High Volume Months Open: _____

WHERE IS SALE TRANSACTED?

(Must = 100%)

Store Front/Swiped	_____%
Internet	_____%
Mail Order	_____%
Telephone Order	_____%
Total	100%

6. GRID INFORMATION – INTERNAL USE ONLY

AUTHORIZATION GRID ID#: _____ USER DEFINED GRID ID#: _____ MFC GRID ID: _____ *8-pos. Alpha/Numeric*

MC TIERED GRID ID	*8-pos. Alpha/Numeric*	VISA TIERED GRID ID	*8-pos. Alpha/Numeric*	DISCOVER NETWORK-PayPal TIERED GRID ID	*8-pos. Alpha/Numeric*	AMERICAN EXPRESS OptBlue® TIERED GRID ID	*8-pos. Alpha/Numeric*
MC CREDIT MPG ID	*8-pos. Alpha/Numeric*	VISA CREDIT MPG ID	*8-pos. Alpha/Numeric*	DISCOVER NETWORK-PayPal CREDIT MPG ID	*8-pos. Alpha/Numeric*		
MC DEBIT MPG ID	*8-pos. Alpha/Numeric*	VISA DEBIT MPG ID	*8-pos. Alpha/Numeric*	DISCOVER NETWORK DEBIT MPG ID	*8-pos. Alpha/Numeric*	AMERICAN EXPRESS OptBlue® CREDIT MPG ID	*8-pos. Alpha/Numeric*

7. SERVICE FEE SCHEDULE

Accept all MasterCard, Visa, Discover Network and American Express OptBlue® Transactions *(presumed, unless any selections below are checked)*

MasterCard
- ☐ MC Credit Transactions
- ☐ MC Non-PIN Debit Trans.

Visa
- ☐ Visa Credit Transactions
- ☐ Visa Non-PIN Debit Trans.

Discover Network
- ☐ Discover Network Credit Transactions
- ☐ Discover Network Non-PIN Debit Trans.

Discover Network-PayPal
- ☐ Discover Network-PayPal Credit Transactions

American Express OptBlue®
- ☐ American Express Credit Transactions

☐ **Discount Collected** ☐ Daily ☐ Monthly

VizyPay2201 | **7. SERVICE FEE SCHEDULE *(cont'd)*** | VizyPay2201

Tiered

Discount Fees (Based on Gross Sales Volume)

	Discount	MPG TXN Fee		Discount	MPG TXN Fee		Discount	MPG TXN Fee		Discount	MPG TXN Fee
MC Qual Credit	3.85 %	$	Visa Qual Credit	3.85 %	$	Discover Network-PayPal Qual Credit	3.85 %	$	American Express OptBlue® Qual Credit	3.85 %	$
MC Mid-Qual Credit	%	$	Visa Mid-Qual Credit	%	$	Discover Network-PayPal Mid-Qual Credit	%	$	American Express OptBlue® Mid-Qual Credit	%	$
MC Non-Qual Credit	%	$	Visa Non-Qual Credit	%	$	Discover Network-PayPal Non-Qual Credit	%	$	American Express OptBlue® Non-Qual Credit	%	$
MC Worldcard Qual	%	$	Visa Rewards 1	%	$						
MC Worldcard Mid-Qual	%	$	Visa Rewards 2	%	$						
MC Worldcard Non-Qual	%	$									
MC Qual Debit	3.85 %	$	Visa Qual Debit	3.85 %	$	Discover Network Qual Debit	3.85 %	$			
MC Mid-Qual Debit	%	$	Visa Mid-Qual Debit	%	$	Discover Network Mid-Qual Debit	%	$			
MC Non-Qual Debit	%	$	Visa Non-Qual Debit	%	$	Discover Network Non-Qual Debit	%	$			
MC Regulated Debit Discount	%	$	Visa Regulated Debit Discount	%	$	Discover Network Regulated Debit Disc't	%	$			

ERR

	Discount	Non-Qual Fees		Discount	Non-Qual Fees		Discount	Non-Qual Fees		Discount	Non-Qual Fees
MC Qual Credit	%	%	Visa Qual Credit	%	%	Discover Network-PayPal Qual Credit	%	%	American Express OptBlue® Qual Credit	%	%
MC Qual Debit	%	%	Visa Qual Debit	%	%	Discover Network Qual Debit	%	%			

Pass Through Interchange

☐ Net Only - Includes Dues and Assessments ☐ Gross Only - Includes Dues and Assessments

	Discount (Based on Gross Sales Vol.)		Discount (Based on Gross Sales Vol.)		Discount (Based on Gross Sales Vol.)		Discount (Based on Gross Sales Vol.)
MC Qual Credit	%	Visa Qual Credit	%	Discover Network-PayPal Qual Credit	%	American Express OptBlue® Qual Credit	%
MC Qual Debit	%	Visa Qual Debit	%	Discover Network Qual Debit	%	American Express OptBlue® has Program Pricing and not Interchange and are subject to change.	

Other Item Rate

MC Credit	$	Visa Credit	$	Discover Network-PayPal Credit	$	American Express OptBlue® Credit	$
MC Debit	$	Visa Debit	$	Discover Network Debit	$		

Other Volume %

MC Credit	%	Visa Credit	%	Discover Network-PayPal Credit	%	American Express OptBlue® Credit	%
MC Debit	%	Visa Debit	%	Discover Network Debit	%		

PIN Debit

☐ Pass Through Debit Network Fees Other Item Rate $_____ *(per item)* Other Volume Percent _____% *(per item)*

Fleet

WEX: Other Item Rate $0.10 *(per item)* **Voyager:** Qual 3.50 % Other Item Rate $.10 *(per item)*

TeleCheck

☐ In-Person Warranty ☐ Mail Order Warranty ☐ Single Hold Check Warranty ☐ Multiple Hold Check Warranty ☐ In-Person Paper Warranty ☐ C.O.D. Warranty

SE # ___ ___ ___ ___ ___ ___ ___ ___ Inquiry Rate _____% Per TXN Fee $_____ Stmt/Processing Fee $5.00 Dec. Risk Surcharge .10 %

Monthly Minimum Fee $_____ *(Per Location)* Customer Requested Operator Call (CROC) $2.50 Unauthorized Return Fee $5.00

Miscellaneous Fees

☐ Dues and Assessments	V/MC Chargeback Fee *(Per Item)* $25.00	V/MC Retrieval Fee (12B Letter) *(Per Item)* $25.00	Return Trans. Fee *(Per Item)* $0.10
Sales Transaction Fee *(Per Item)* $_____	Batch Fee *(Per Item)* $_____	Early Termination Fee *(One Time Fee)* $0.00	eIDS Access Fee *(Flat Rate)* $_____
EBT – Food Stamps *(Per Item)* $_____	#: _____	EBT – Cash Benefits *(Per Item)* $_____	Other: _____ $_____
Minimum Monthly Fee $15.00	Monthly Statement Fee *(Acct on File)* $_____	ACH Reject Fee *(Per Item)* $30.00	Pass Visa Trans Integrity Fee ☐ Yes ☐ No
MC License Fee *(Per Sales Item)* $_____	*(Sales Volume)* _____% *(Flat Rate)* $_____		☐ Monthly ☐ Annually in December
Visa Proc Fee *(Per Item)* $_____	MC Proc Fee *(Per Item)* $_____	Visa BIN Fee *(Per Item)* $_____	MC ICA Fee *(Per Item)* $_____
Pass Visa Fixed Acquirer Network Fee (FANF) ☐ Yes ☐ No	Visa FANF Card Present Surcharge (Flat Rate) $_____	Visa FANF Card Not Present Surcharge *(Flat Rate)* $_____	
Pass Visa Acquirer Processing Fee ☐ Yes ☐ No	Pass Visa Misuse of Auth Fee ☐ Yes ☐ No	Pass Visa Zero Floor Limit Fee ☐ Yes ☐ No	Pass Visa Int'l Acquirer Fee ☐ Yes ☐ No
Pass MC Acquirer Support Fee ☐ Yes ☐ No	Pass MC Cross Border Fee ☐ Yes ☐ No	Pass Discover Data Usage Charge ☐ Yes ☐ No	Pass Visa Acq ISA Fee ☐ Yes ☐ No
Pass Discover Int'l Processing Fee ☐ Yes ☐ No	Pass Discover Int'l Service Fee ☐ Yes ☐ No	Pass MC Nat'l Acquirer Brand Usage (NABU) Fee ☐ Yes ☐ No	

VizyPay2201 | **7. SERVICE FEE SCHEDULE (cont'd)** | VizyPay2201

Authorization & Capture Transaction Fees

MC/Visa Auth & Capture Fee: $_____ *(per item)*
Discover Network PayPal Auth & Capture Fee: $_____ *(per item)*
American Express OptBlue® Auth & Capture Fee: $_____ *(per item)*
American Express Pass Through (existing) SE #: _____
Voice Authorization $2.00 *(per item)*
Electronic AVS Fee $0.05 *(per item)*
Voice AVS Fee $3.00 *(per item)*
ARU Fee $0.55 *(per item)*

First Data Payeezy℠ Gateway Services

☐ Payeezy Gateway Participation
Payeezy Gateway Effective Date: _____
Payeezy Gateway One Time Setup Fee $_____ *(one time)*
Payeezy Gateway Monthly Fee $_____ *(monthly)*
Payeezy Gateway Auth Fee $_____ *(per item)*
Payeezy Gateway AVS Fee $_____ *(per item)*
Payeezy PayPal Auth Fee $_____ *(per item)*
Payeezy PayPal Sale Fee $_____ *(per item)*
Payeezy PayPal Return Fee $_____ *(per item)*

First Data Payeezy℠ Gateway Services Telecheck

Payeezy Gateway TeleCheck Auth Fee $_____ *(per item)*
Payeezy Gateway TeleCheck Deposit Fee $_____ *(per item)*
Payeezy Gateway TeleCheck Adjustment Fee $_____ *(per item)*

User Defined Grid Fees

Wireless Monthly Service Fee $_____
Customer Service Fee $_____
Supplies: _____ $_____
AccessOne Fee $_____
Debit Access Fee $_____
Other: Mini, Core Prime $_____

TIN/TFN & Regulatory Product Fees

Reg. Product Fee (Monthly) $_____
TIN/TFN Invalid (Monthly) $14.95
Website Usage (Per Item) $_____

Merchant Fee Control Grid Fees

Annual Fee $_____
Month _____

Other: Mobile $_____
☐ Per item ☑ Monthly ☐ Annually Month _____

Other: Virtual $_____
☐ Per item ☑ Monthly ☐ Annually Month _____

Pass Visa Account Verification Fee	☐ Yes ☐ No	Visa Account Verification Fee Surcharge	*(Per Item)* $_____
Pass VISA BIN/ICA Fee *(Note: this fee can only be used for Shared Systems Only)*	☐ Yes ☐ No	VISA BIN/ICA Fee Surcharge	*(Per Item)* $_____
Pass Visa Staged Digital Wallet Fee	☐ Yes ☐ No	Visa Staged Digital Wallet Fee Surcharge	*(Per Item)* $_____
Pass Visa B2B Virtual Payments Fee	☐ Yes ☐ No	Visa B2B Virtual Payments Fee Surcharge	*(Sales Volume)* _____%
Pass Visa File Transmission Fee	☐ Yes ☐ No	Visa File Transmission Transaction Fee Surcharge	*(Per Item)* $_____
Pass Visa Acquirer Credit Voucher Data Processing Fee	☐ Yes ☐ No	Visa Acquirer Credit Voucher Data Processing Fee Surcharge	*(Per Item)* $_____
Pass Visa AFD Non Participation Fee	☐ Yes ☐ No	Visa AFD Non Participation Fee Surcharge	*(Per Item)* $_____
Pass Discover Card Account Verification Fee	☐ Yes ☐ No	Discover Card Account Verification Fee Surcharge	*(Per Item)* $_____
Pass Discover Network Auth Fee	☐ Yes ☐ No	Discover Network Auth Fee Surcharge *(Flat Rate)* $_____ *or* *(Per Item)* $_____	
Discover Dispute Fee *(Per Item)* $25.00		Discover Retrieval Fee	*(Per Item)* $25.00
Pass PayPal Participation Authorization Fee	☐ Yes ☐ No	PayPal Participation Authorization Fee Surcharge	*(Sales Volume)* _____%
Pass American Express OptBlue® Access Fee	☐ Yes ☐ No		
Pass American Express OptBlue® Network Fee	☐ Yes ☐ No	American Express OptBlue® Network Fee Surcharge	*(Sales Volume)* _____%
American Express Dispute Fee *(Per Item)* $25.00		American Express Retrieval Fee	*(Per Item)* $25.00
Pass MasterCard Processing Integrity Fee Pre Auth	☐ Yes ☐ No	MasterCard Processing Integrity Fee Pre Auth Surcharge	*(Per Item)* $_____
Pass MasterCard Processing Integrity Fee Undefined Auth	☐ Yes ☐ No	MasterCard Processing Integrity Fee Undefined Auth Surcharge	*(Per Item)* $_____
Pass MasterCard Processing Integrity Fee Final Auth %	☐ Yes ☐ No	Pass MasterCard Processing Integrity Fee Final Auth Minimum Per Item	☐ Yes ☐ No
Pass MasterCard Processing Integrity Invalid Acquirer Authorization ICA Fee	☐ Yes ☐ No	MasterCard Processing Integrity Invalid Acquirer Authorization ICA Fee Surcharge	*(Per Item)* $_____
Pass MasterCard Processing Integrity Message Format Error Fee	☐ Yes ☐ No	MasterCard Processing Integrity Message Format Error Fee Surcharge	*(Per Item)* $_____
Pass MasterCard Processing Integrity Image Fee	☐ Yes ☐ No	MasterCard Processing Integrity Image Fee Surcharge	*(Per Item)* $_____
Pass MasterCard BIN/ICA Fee *(Note: this fee can only be used for Shared Systems Only)*	☐ Yes ☐ No	MasterCard BIN/ICA Fee Surcharge	*(Per Item)* $_____
Pass MasterCard Account Status Fee	☐ Yes ☐ No	MasterCard Account Status Fee Surcharge	*(Per Item)* $_____
Pass MasterCard Kilobyte Fee	☐ Yes ☐ No	MasterCard Kilobyte Fee Surcharge *(Flat Rate)* $_____ *or* *(Per Item)* $_____	
Pass MasterCard CVC2 Fee	☐ Yes ☐ No	MasterCard CVC2 Fee Surcharge *(Flat Rate)* $_____ *or* *(Per Item)* $_____	
Pass MasterCard ICA AVS Fee	☐ Yes ☐ No	MasterCard ICA AVS Fee Surcharge	*(Per Item)* $_____
Pass MasterCard Digital Enablement Fee	☐ Yes ☐ No	MasterCard Digital Enablement Fee Surcharge	*(Sales Volume)* _____%
Pass MasterCard Business to Business US	☐ Yes ☐ No	MasterCard Business to Business US Surcharge	*(Sales Volume)* _____%
Pass MasterCard SecureCode Transaction Fee	☐ Yes ☐ No	MasterCard SecureCode Transaction Fee Surcharge	*(Flat Rate)* $_____

VizyPay2201 | **7. SERVICE FEE SCHEDULE *(cont'd)*** | VizyPay2201

Merchant Fee Control Grid Fees (cont'd)

Pass MasterCard Location Fee	☐ Yes ☐ No	MasterCard Location Fee Surcharge	*(Flat Rate)* $_____
Pass Retrieval Received Fax/Mail Fee	☐ Yes ☐ No	Retrieval Received Fax/Mail Fee Surcharge	*(Per Item)* $_____
Pass Chargeback Received Fax/Mail Fee	☐ Yes ☐ No	Chargeback Received Fax/Mail Fee Surcharge	*(Per Item)* $_____
Pass Retrieval Outgoing Fax/Mail Fee	☐ Yes ☐ No	Retrieval Outgoing Fax/Mail Fee Surcharge	*(Per Item)* $_____
Pass Chargeback Outgoing Fax/Mail Fee	☐ Yes ☐ No	Chargeback Outgoing Fax/Mail Fee Surcharge	*(Per Item)* $_____
Pass Visa Accept/No Accept Fee	☐ Yes ☐ No	Visa Accept/No Accept Fee Surcharge	*(Per Item)* $_____
Pass MasterCard Accept/No Accept Fee	☐ Yes ☐ No	MasterCard Accept/No Accept Fee Surcharge	*(Per Item)* $_____
Pass Discover Accept/No Accept Fee	☐ Yes ☐ No	Discover Accept/No Accept Fee Surcharge	*(Per Item)* $_____
Pass American Express Accept/No Accept Fee	☐ Yes ☐ No	American Express Accept/No Accept Fee Surcharge	*(Per Item)* $_____
Pass Visa Late Response to Dispute Fee	☐ Yes ☐ No	Visa Late Response to Dispute Fee Surcharge	*(Per Item)* $_____
Pass MasterCard Late Response to Dispute Fee	☐ Yes ☐ No	MasterCard Late Response to Dispute Fee Surcharge	*(Per Item)* $_____
Pass Discover Late Response to Dispute Fee	☐ Yes ☐ No	Discover Late Response to Dispute Fee Surcharge	*(Per Item)* $_____
Pass American Express Late Response to Dispute Fee	☐ Yes ☐ No	American Express Late Response to Dispute Fee Surcharge	*(Per Item)* $_____
Pass STAR Debit Network Annual Fee	☐ Yes ☐ No	STAR Debit Network Annual Fee Surcharge	*(Flat Rate)* $_____
Pass STAR Access Dispute Fee	*(Per Item)* $_____	Pass STAR Access Retrieval Fee	*(Per Item)* $_____
Pass Pulse Debit Network Annual Fee	☐ Yes ☐ No	Pulse Debit Network Annual Fee Surcharge	*(Flat Rate)* $_____
Pass Jeanie Debit Network Annual Fee	☐ Yes ☐ No	Jeanie Debit Network Annual Fee Surcharge	*(Flat Rate)* $_____
Pass NYCE Debit Network Annual Fee	☐ Yes ☐ No	NYCE Debit Network Annual Fee Surcharge	*(Flat Rate)* $_____
Pass Accel Debit Network Annual Fee	☐ Yes ☐ No	Accel Debit Network Annual Fee Surcharge	*(Flat Rate)* $_____
Pass NACHA Unauthorized Entry Fee	*(Per Item)* $ 4.50	NACHA Unauthorized Entry Fee Surcharge	*(Per Item)* $_____

Commercial Card Interchange Service ☐ Yes ☐ No

With the Commercial Card Interchange Service, when transactions do not include any tax information we will compute the sales tax based on the applicable rate at your location to allow you to obtain the best interchange. When we compute the sales tax on your behalf, we will retain **50%** of the interchange savings. If a transaction is fully or partially exempt, you should enter the tax amount (even if that amount is $0.00) as CCIS applies your local tax rate to the full amount of transactions when the prompt is bypassed.

TransArmor Data Protection Fee	*(Flat Rate)* $_____	TransArmor Terminal Fee	*(Flat Rate)* $_____
Pass PCI Non Compliance Fee (Monthly)	*(Flat Rate)* $ 19.95	PCI Rapid Comply	*(Flat Rate)* $_____
Clover Security Plus Fee	*(Flat Rate)* $_____	Clover Security for Clover Fee	*(Flat Rate)* $_____
Clover Security Non Clover Fee	*(Flat Rate)* $_____	Clover Service Fee Monthly (per station)	*(Flat Rate)* $_____
Clover Security Plus w/o TransArmor Data Protection	*(Flat Rate)* $_____	Clover Insights Fee (per MID)	*(Flat Rate)* $_____
Wireless Monthly Service Fee	*(Per Item)* $_____	Wireless Activation Fee	*(Flat Rate)* $_____
Clover Go Monthly Fee (per MID)	*(Flat Rate)* $_____		

DCC Chargeback Fee Per Chargeback $_____	DCC Retrieval Fee Per Retrieval $_____	DCC Transaction Fee Per Settlement $_____

8. EQUIPMENT/THIRD PARTY INFORMATION

Network (Front End): ☐ Omaha ☐ North ☐ Nashville ☐ Buypass

Do you use any third party to store, process or transmit cardholder data? ☐ Yes ☐ No

If yes, identify the Third Party Processor used: ☐ 00 None ☐ 01 Yahoo ☐ 02 Authorize.net ☐ 03 Cybersource ☐ 04 Verifone ☐ 05 Merchant Link ☐ 06 Shift 4 ☐ 08 FIS ☐ 09 Six Payment Services Corp ☐ 10 Verisign ☐ 99 Other *(please specify)* _____

INTERNET GATEWAY: ☐ First Data Global Gateway ☐ Other: _____

Wireless Network: _____

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

Merchant Initials: _____

VizyPay2201 | **8. EQUIPMENT/THIRD PARTY INFORMATION** *(cont'd)* | VizyPay2201

LEASE COMPANY: (04) First Data Global Leasing

Lease Term: 0 **Mos.**

Annual Tax Handling Fee:

☐ AL, AR, CA, CT, GA, IN, KY, LA, MS, MO, NE, NV, NM, NC, OK, OR, RI, SC, TN, TX, VT, VA, WA, WV, WI, WY 30.20 ☐ All other States 10.20

Total Monthly Lease Charge: $ 0.00 **Total Cost To Lease** (without tax): **$** 0.00

(w/o taxes, late fees, or other charges that may apply – See Lease Agreement in Program Guide for details. This is a non-cancelable lease for the full term indicated.)

Option to purchase: If you wish to buyout the equipment, please contact 1-877-257-2094 to obtain the cost.

Address	City	State	Zip	Attention:

9. SIGNATURE(S)

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 Program Guide and Confirmation Page, which is part of this Merchant Processing Application (consisting of Sections 1-9), and by this reference incorporated herein. 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/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 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. Client further agrees that Client will not accept more than 20% of its card transactions via mail, telephone or Internet order. However, if your Application is approved based upon contrary information stated in Section 5, Transaction Information section above, you are authorized to accept transactions in accordance with the percentages indicated in that section. This signature page also serves as a signature page to the Equipment Lease Agreement, and the TeleCheck Solutions Agreement appearing in the Third Party Section of the Program Guide, if selected, the undersigned Client being the "Lessee" for purposes of such Equipment Lease Agreement and/or "You" and "Your" for the purposes of the TeleCheck Solutions Agreement.

By signing below, each of the undersigned authorizes us, our Affiliates and our third party subcontractors and/or agents to verify the information contained in this Application and to request and obtain from any consumer reporting agency and other sources, including bank references, personal and business consumer reports and other information and to disclose such information amongst each other for any purpose permitted by law. If the Application is approved, each of the undersigned also authorizes us, our Affiliates and our third party subcontractors and/or agents to obtain subsequent consumer reports and other information from other sources, including bank references, in connection with the review, maintenance, updating, renewal or extension of the Agreement or for any other purpose permitted by law and disclose such information amongst each other. Each of the undersigned furthermore agrees that all references, including banks and consumer reporting agencies, may release any and all personal and business credit financial information to us, our Affiliates and our third party subcontractors and/or agents. Each of the undersigned authorizes us, our Affiliates and our third party subcontractors and/or agents to provide amongst each other the information contained in this Merchant Processing Application and Agreement and any information received subsequent thereto from all references, including banks and consumer reporting agencies for any purpose permitted by law. It is our policy to obtain certain information in order to verify your identity while processing your account application.

As part of our approval, processing services, continuing fraud prevention and account review processes, the undersigned consents to the use of information gathered online or that you submit to us, and/or automated electronic computer security screening, by us or our third party vendors.

Client authorizes FDMS and Bank and their affiliates to debit Client's designated bank account via Automated Clearing House (ACH) for costs associated with equipment hardware, software and shipping.

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.

Client agrees to all the terms of this Merchant Processing Application and Agreement. This Merchant Processing Application and Agreement shall not take effect until Client has been approved and this Agreement has been accepted by FDMS and Bank.

Client's Business Principal/Officer:

Signature **X** _____ Title _____

Print Name of Signer _____ Date _____

Signature **X** _____ Title _____

Print Name of Signer _____ Date _____

Signature **X** _____ Title _____

Print Name of Signer _____ Date _____

(Servicers): For First Data Merchant Services LLC and Wells Fargo Bank, N.A., (a member of Visa USA, Inc. and MasterCard International, Inc.)

X Signature _____

TELECHECK ACH AUTHORIZATION

ACH Debit and Credit Authorization: Client authorizes its Financial Institution to pay and charge to its account the amount(s) due TeleCheck under this TeleCheck Agreement and to accept all credits and debits made to its account by TeleCheck via electronic funds transfer in connection with TeleCheck's services under this TeleCheck Agreement. This authorization shall remain in effect until (30) thirty days after revoked in writing.

Signature **X** _____ Print Name/Title: _____ Date _____

Authorized Signature on TeleCheck Account for ACH

Personal Guarantee: In exchange for First Data Merchant Services LLC, Wells Fargo Bank, N.A., (a member of Visa USA, Inc. and MasterCard International, Inc.), and TeleCheck Services, Inc. (the Guaranteed Parties) acceptance of, as applicable, the Agreement, and/or the Equipment Lease Agreement and/or the TeleCheck/TRS Solutions Agreement, the undersigned unconditionally and irrevocably guarantees the full payment and performance of Client's obligations under the foregoing agreements, as applicable, as they now exist or as modified from time to time, whether before or after termination or expiration of such agreements and whether or not the undersigned has received notice of any amendment of such agreements. The undersigned waives notice of default by Client and agrees to indemnify the Guaranteed Parties for any and all amounts due from Client under the foregoing agreements. The Guaranteed Parties shall not be required to first proceed against Client to enforce any remedy before proceeding against the undersigned. This is a continuing personal guaranty and shall not be discharged or affected for any reason. The undersigned understands that this is a Personal Guaranty of payment and not of collection and that the Guaranteed Parties are relying upon this Personal Guaranty in entering into the foregoing agreements, as applicable.

Personal Guarantee Signature **X** _____ Print Name: _____ Date _____

Personal Guarantee Signature **X** _____ Print Name: _____ Date _____

CONFIRMATION PAGE

PROCESSOR INFORMATION:

Name: First Data Merchant Services LLC

Address: 4000 Coral Ridge Drive, Coral Springs, FL 33065

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.

1. **Your Discount Rates are assessed** on transactions that qualify for certain reduced interchange rates imposed by MasterCard, Visa, Discover and PayPal. Any transactions that fail to qualify for these reduced rates will be charged an additional fee (see Section 25 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 14 of the Your Payments Acceptance Guide or see the applicable provisions of the TeleCheck Solutions 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 27, 37.3, and 39.10 of the Card General Terms; or Section 17 of the TeleCheck Solutions 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 30, Term; Events of Default and Section 31, Reserve Account; Security Interest), (see TeleCheck Solutions Agreement in Section 7), 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 16.2 of the TeleCheck Solutions 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

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

The Bank's mailing address is P.O. Box 6079, Concord, CA 94524, and its phone number is 1-844-284-6834.

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: https://usa.visa.com/support/merchant.html.

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: www.americanexpress.com/merchantopguide.

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 VizyPay2201] consisting of 46 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

CASH DISCOUNT PROGRAM AGREEMENT

The undersigned merchant ("**Merchant**") has elected to participate in the cash discount program ("**Program**") administered by VizyPay, LLC ("**VP**"). By signing this Cash Discount Program Agreement ("**Agreement**"), Merchant acknowledges and agrees to the following:

1. **Program**. As part of the Program, Merchant will set a discount from its regular prices that it will offer to customers who choose to use cash for purchases rather than a credit card. For the avoidance of doubt, this Agreement supplements (and is not in place of) any merchant processing agreement entered into by Merchant and VP (and/or VP's sponsor bank) ("**Merchant Agreement**"), and is subject to the availability of the Program as determined in VP's sole discretion. VP may modify the terms of the Program, stop providing the Program, or terminate Merchant's participation in the Program at any time in VP's sole discretion. Merchantmay cancel its participation in the Program at any time with thirty (30) days' written notice to VP, which will not affect the Merchant Agreement. If merchant cancels, there will be a **$50** closure cost per location.

2. **Compliance**. Merchant's participation in the Program and all discounts implemented by Merchant must be in accordance with: (a) federal, state, local, and international laws and regulations including without limitation laws regarding price labels, customer notices, and discount procedures; (b) rules promulgated by any regulatory authority or any payment card network; and (c) industry standards, each as amended from time to time by relevant authority (collectively, "**Laws**"). Without limiting the foregoing, Merchant understands that any immediate discount, in-kind incentive, or other non-monetary benefit offered as an inducement for a consumer to use cash shall be clearly identified as a discount from the listed, stated, standard or regular price. Merchant will display at its location all signage and notices necessary to ensure its offering is compliant with the Laws. Merchant shall not administer its discounts in a confusing manner that denies consumer choice. Merchant will comply with, and shall be solely responsible for, its and its agents' and employees' compliance with the Laws.

3. **Indemnification**. Merchant agrees to indemnify, defend, and hold VP, its sponsor bank, and their officers, owners, employees, and representatives harmless for all liabilities, losses, claims, damages, costs, and expenses (including reasonable attorney's fees) whenever arising or incurred that are caused or asserted to have been caused, directly or indirectly, by or as a result of: Merchant's participation in the Program; (b) Merchant's products, services, and business practices; (c) any breach by Merchant or its employees or agents of this Agreement; (d) any fraud, negligence, or willful misconduct by Merchant or its employees or agents; and (e) any violation of any Laws by Merchant or its employees or agents.

4. **Disclaimer and Limitations of Liability.** VP makes no warranty of any kind, express or implied, related to the Program or VP's services, and VP expressly disclaims any and all representations and warranties, including but notlimited to any implied warranty of merchantability, fitness for a particular purpose, availability, legal compliance, and non- infringement. The Program and all VP services are provided solely on an "as is" and "as available" basis. Merchant assumes all risk with respect to its business practices, and is solely responsible to ensure that it is compliant with all Laws. VP will not be liable for any direct, indirect, incidental special, or consequential damages, however arising, even if VP has been advised of the possibility of such damages. VP's total liability for damages under the Program and this Agreement, regardless of the form of action, whether in contract, in tort (including for negligence), or otherwise, shall in no event exceed the amount paid under this Agreement within the three (3)-month period preceding the first accrual of liability.

5. **Arbitration of Disputes, Statutes of Limitations, Waiver of Class Action Participation.** The parties agree to resolve any disputes arising out of or relating to this Agreement and/or the obligations and services to be performed thereunder, including any claims based on contract, tort or otherwise (collectively, "Claims"), on an individual basis solely through final and binding confidential arbitration conducted before a single arbitrator ("Arbitrator") administered by JAMS pursuant to its Streamlined Arbitration Rules & Procedures, which may be viewed at www.jamsadr.com or by calling JAMS customer service at 800-352-5267. This Arbitration Agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act ("FAA") (9 U.S.C. §§ 1-16). Any substantive legal issues relating to this Agreement or the Arbitration shall be governed by the laws of the State of Iowa, excluding its conflicts-of-law rules. Any disputes between the Parties regarding the arbitrability of this Agreement, including any dispute relating to the interpretation, applicability, enforceability, or formation of this Agreement or of this arbitration requirement, shall be governed by the FAA, and shall be resolved exclusively and solely by the Arbitrator. The Arbitration hearing and any related court proceedings shall be conducted in state or federal court in Des Moines, Iowa, and each party submits to the exclusive personal jurisdiction and venue of such courts. The Parties agree that the deadline to commence any Arbitration shall be within one (1) year of (1) any claimed breach of contract (2) or the reasonable discovery of the facts that give rise to or relate to any other Claim. The Parties further agree that if any arbitration is commenced after this one-year statute of limitations has passed, it shall be barred in its entirety, and subject to immediate dismissal with prejudice by the Arbitrator. The Parties and their respective successors and assigns retain the right to seek provisional remedies from a court, pending final determination of the dispute by the Arbitrator. Any award rendered by the Arbitrator shall be final and binding on all Parties, with no rights of appeal or review, other than in certain extremely limited instances. Judgment on the award made by the Arbitrator may be entered and/or enforced by any court of competent jurisdiction. The Parties agree that either Party may only bring Claims against the other only in his, her or its individual capacity, and not as a named plaintiff or class member in any putative class action or similar representative proceeding. The Parties also agree that the Arbitrator may not consolidate proceedings of more than one person's or entity's claims, and may not otherwise preside over any form of representative or class proceeding relating to any Claims. The prevailing Party in any Arbitration shall be entitled to recover from the losing Party its reasonable attorney's fees and costs, as determined by the Arbitrator. In the event that a Party (1) fails to proceed with Arbitration by instead filing Claims in any other forum or a court, (2) unsuccessfully challenges the Arbitrator's award, or (3) fails to comply with the Arbitrator's award, the other Party shall be entitled to recover its costs of suit, including all reasonable attorneys' fees, for having to compel arbitration or enforce the Arbitration award.

6. **General Terms**. This Agreement sets forth the entire agreement and understanding of the parties in respect of its subject matter. This Agreement will bind and inure to the benefit of each party and its permitted successors and assigns. The failure of a party to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of that conduct or any future breach or subsequent wrongful conduct. Unless otherwise provided, all rights and remedies under this Agreement shall be cumulative and shall not be deemed to exclude any other right or remedy that either party may have at law or in equity. If any provision of this Agreement is determined by any court to be illegal or invalid, such determination shall not affect the validity of the remaining provisions Sections 2–6 will survive termination of this Agreement for any reason.

Terminal Type (Circle): Pax S80 Pax S500 Dejavoo Z8 Dejavoo Z9 (Wireless) Pax S300 PP FD130 FD35 PP

Other: _____ **Program (Circle):** Free Terminal Program* or Purchase: $_____

Terminal Profile (Circle): IP or Dial Auto Batch Time: _____ Tip Line Servers Invoice Numbers

Shipping (Circle): Agent Merchant Other: _____

Special Instructions: _____

***Free Terminal Program (If Applicable):** The Undersigned merchant agrees to pay Shipping and Handling on the initial shipment of the designated Free Terminal equipment below. Upon request of termination of services prior to 3 years, the undersigned merchant agrees to return all provided equipment to VizyPay within thirty (30) days or will be debited $495 for the cost of the terminal(s) provided. Merchant is responsible for any local sales or use tax on the cost of the equipment and will be debited separately once equipment is shipped.

Business Name: _____ Name: _____ Title: _____

Signature: _____ Date: _____