

# MERCHANT PROCESSING APPLICATION AND AGREEMENT

Sales Office \_\_\_\_\_ Print Sales Rep Name \_\_\_\_\_ Sales ID# \_\_\_\_\_

Merchant Number \_\_\_\_\_ Sales Rep. Signature \_\_\_\_\_ Phone #: \_\_\_\_\_

CB1506(ia)	<b>I. BUSINESS INFORMATION</b>	CBICP1506(ia)
Client's Business Name ( <i>Doing Business As</i> ):		Client's Corporate/Legal Name ( <i>Use Also For Headquarters' Information</i> ):
Business Address ( <i>No P.O. Box</i> ):		Billing Address ( <i>If Different Than Location Address</i> ):
City:	State:	Zip:
City:	State:	Zip:
Location Phone #:	Location Fax #:	Contact Name:
Business E-mail or Website Address:		Contact Phone #:
		Contact Fax # / E-mail Address:
Send Retrieval Requests to: <input type="checkbox"/> Business Location <input type="checkbox"/> Corp/Legal Location		Customer Service E-mail Address:
Send Merchant Monthly Statement to: <input type="checkbox"/> Business Location <input type="checkbox"/> Corp/Legal Location		
<input type="checkbox"/> INDIVIDUAL/SOLE PROPRIETORSHIP: State in which Certificate of Assumed Name Filed: _____ State: _____		<input type="checkbox"/> TAX EXEMPT ORGANIZATION (501C) State: _____
<input type="checkbox"/> CORPORATION – CHAPTER S, C State: _____		<input type="checkbox"/> INTERNATIONAL ORGANIZATION Location Filed: _____
<input type="checkbox"/> MEDICAL OR LEGAL CORPORATION State: _____		<input type="checkbox"/> ASSOCIATION/ESTATE/TRUST State Filed: _____
Name ( <i>as it appears on your income tax return</i> )		FEDERAL TAX ID # ( <i>as it appears on your income tax return</i> )
		<input type="checkbox"/> I certify that I am a foreign entity / nonresident alien. ( <i>If checked, please attach IRS Form W-8.</i> )
<b>NOTE:</b> Failure to provide accurate information may result in a withholding of merchant funding per IRS regulations. (See Part III, Section A.3 of your Program Guide for further information.)		
SIC/MCC:	Detailed Explanation of Type of Merchandise, Products or Services Sold:	

## 2. OWNERS / PARTNERS / OFFICERS

OWNER / PARTNER / OFFICER 1				OWNER / PARTNER / OFFICER 2			
Name: ( <i>First, MI, Last</i> )		D.O.B.:		Name: ( <i>First, MI, Last</i> )		D.O.B.:	
Title:		% Ownership:		Title:		% Ownership:	
Home Address: ( <i>No P.O. Box</i> )				Home Address: ( <i>No P.O. Box</i> )			
City:	State:	Zip:	Country:	City:	State:	Zip:	Country:
			US				US
Telephone #:		Social Security #:		Telephone #:		Social Security #:	

## 3. COMPANY HISTORY

Date Business Started:	Prior Bankruptcies? <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> Business and / or <input type="checkbox"/> Personal
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## 4. SETTLEMENT INFORMATION

Deposit Bank:	Bank Contact:
Transit / ABA #:	Deposit Account #:

## 5. THIRD PARTY / EQUIPMENT INFORMATION

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

If yes, give name/address: \_\_\_\_\_

Please identify any Software used for storing, transmitting, or processing Card Transactions or Authorization Requests: \_\_\_\_\_

## 6. SERVICE FEE SCHEDULE

**Accept all MasterCard, Visa and Discover<sup>®</sup> Network Transactions**  
(presumed, unless any selections below are checked)

<b>MasterCard Acceptance</b>	<b>Visa Acceptance</b>	<b>Discover<sup>®</sup> Network Acceptance</b>
<input type="checkbox"/> Accept MC Credit transactions <i>only</i>	<input type="checkbox"/> Accept Visa Credit transactions <i>only</i>	<input type="checkbox"/> Accept Discover <sup>®</sup> Network Credit transactions <i>only</i>
<input type="checkbox"/> Accept MC Non-PIN Debit transactions <i>only</i>	<input type="checkbox"/> Accept Visa Non-PIN Debit transactions <i>only</i>	<input type="checkbox"/> Accept Discover <sup>®</sup> Network Non-PIN Debit transactions <i>only</i>

See Section 1.9 of the Program Guide for details regarding limited acceptance.

**Discount Collected**     Daily     Monthly

**6. SERVICE FEE SCHEDULE (cont'd)**

<b>DISCOUNT RATES:</b> Visa/MC/Discover Network: Check /Debit Cards _____ % \$ _____ Credit Cards _____ % \$ _____ Visa/MC/Discover Network IC Pass Thru You will be charged the applicable interchange rate and assessment fee from MasterCard, Visa and Discover Network, plus any other fees indicated in this Service Fee Schedule.	Discount Rate	Per Item	Monthly Service Fee	\$ _____	Per Batch	\$ _____
	American Express	PIN Debit	Application Fee	\$ _____	Debit Network Access	\$ _____
	Per Trans/Communication	(plus the applicable network fees)	Voice Auth Fee	\$ _____	Wireless Fee	\$ _____

<b>TRANSACTIONS:</b> Per Trans/Communication \$ _____ American Express Per Trans/Communication \$ _____ PIN Debit (plus the applicable network fees) \$ _____	Annual Fee \$ _____ Early Termination Fee \$ _____ Min. Monthly Discount Fee \$ _____ MerchantWARE Fee \$ _____ Retrieval Fee \$ _____ Other: \$ _____ Chargeback Fee \$ _____ AVS (per trans.) \$ _____
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**AMERICAN EXPRESS:** New Service Requested?  Yes  No  
 One Point / Full Service (EDC) or  ESA/Pass Through  
 Per Item Rate \$ \_\_\_\_\_ SE #: \_\_\_\_\_  
 American Express OnePoint Rate \_\_\_\_\_ % Per Item \$ \_\_\_\_\_

0.30% downgrade will be charged for transactions whenever a CNP (Card Not Present) charge occurs. CNP means a charge for which the card is not presented at the point of purchase (e.g., charges by mail, telephone or Internet), is used at unattended establishments (e.g., customer activated terminals), or for which the transaction is key entered.

The following fees will be passed through: **VISA** – Misuse of Authorization, Zero Floor Limit, International Acquirer, ACQ ISA, Trans Integrity, \*Fixed Acquirer Network Fee (FANF), APF; **MASTERCARD** – Acquirer Support, Cross Border, Processing Integrity, NABU; **DISCOVER** – International Processing, Data Usage, International Service.  
 \*See Part III, Section A.3 for Billing Tables

**7. TRANSACTION INFORMATION**

<b>FINANCIAL DATA</b>		<b>WHERE IS SALE TRANSACTED? (Must = 100%)</b>	
Average Monthly Sales Volume (Cash + Credit + Debit + Check)	\$ _____	Store Front / Swiped	_____ %
Average MONTHLY MC/Visa/Discover Network/American Express Volume	\$ _____	Internet	_____ %
Average MC/Visa/Discover Network/American Express Ticket	\$ _____	Mail Order / Telephone Order	_____ %
Seasonal? <input type="checkbox"/> No <input type="checkbox"/> Yes High Volume Months Open: _____		Face to Face Keyed	_____ %
		Total	<b>100 %</b>

**8. 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 [version CB1506(ia)] and Confirmation Page, which is part of this Merchant Processing Application (consisting of Sections 1-8), and by this reference incorporated herein. Client further agrees that Client will not accept more than 20% of its card transactions via mail, telephone or Internet order. However, if your Application is approved based upon contrary information stated in Section 7, Transaction Information section above, you are authorized to accept transactions in accordance with the percentages indicated in that section. Client authorizes Capital Bankcard and Wells Fargo Bank, N.A. ("Bank") and their Affiliates to investigate the references, statements and other data contained herein and to obtain additional information from credit bureaus and other lawful sources, including persons and companies names in this Merchant Processing Application. Client authorizes Capital Bankcard and BANK and their Affiliates (a) to procure information from any consumer reporting agency bearing his/her personal credit worthiness, credit standing, credit capacity, character, general reputation, personal characteristics, or mode of living, and (b) to contact all previous employers, personal references and educational institutions. Each of the undersigned authorizes us and our Affiliates to provide amongst each other the information contained in this Merchant Processing Application and Agreement and any information received from all references, including banks and consumer reporting agencies. It is our policy to obtain certain information in order to verify your identity while processing your account application. If Capital Bankcard does not approve Client for a Merchant Processing Agreement in connection with this Merchant Processing Application, Client hereby consents to the forwarding of all information contained in this Merchant Processing Application, as well as all other information disclosed by Client in connection with this Merchant Processing Application to Capital Bankcard, for the purpose of considering Client for a merchant processing account subject to the same terms, conditions and pricing contained in the Agreement.

By signing below, I represent that I have read and am authorized to sign and submit this application for the above entity which agrees to be bound by the American Express® Card Acceptance Agreement ("Agreement"), and that all information provided herein is true, complete and accurate. I authorize Capital Bankcard and American Express Travel Related Services Company, Inc. ("AXP") and AXP's agents and Affiliates to verify the information in this application and receive and exchange information about me personally, including by requesting reports from consumer reporting agencies, and disclose such information to their agent, subcontractors, Affiliates and other parties for any purpose permitted by law. I authorize and direct Capital Bankcard and AXP and AXP agents and Affiliates to inform me directly, or through the entity above, of reports about me that they have requested from consumer reporting agencies. Such information will include the name and address of the agency furnishing the report. I also authorize AXP to use the reports from consumer reporting agencies for marketing and administrative purposes. I understand that upon AXP's approval of the Application, the entity will be the Agreement and materials welcoming it, either to AXP's program for Capital Bankcard to perform services for AXP or in AXP's standard Card acceptance program, which has different servicing terms (e.g., different speeds of pay). I understand that if the entity does not qualify for the Capital Bankcard servicing program, the entity may be enrolled in AXP's standard Card acceptance program, and the entity may terminate the Agreement. By accepting the American Express Card for the purchase of goods and/or services, or otherwise indicating its intention to be bound, the entity agrees to be bound by the Agreement.

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.

**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 Capital Bankcard and Bank. Client's Business Principal/Officer:**

**Client's Business Principal/Officer:**

Signature <b>X</b> _____	Signature <b>X</b> _____
Print Name of Signer _____ <i>(must match name in Section 2)</i>	Print Name of Signer _____ <i>(must match name in Section 2)</i>
Title _____ Date _____	Title _____ Date _____

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

Signature <b>X</b> _____	Print Name _____	Date _____
Signature <b>X</b> _____	Print Name _____ <i>(must match name in Section 2)</i>	Date _____

**(For Internal Use Only)**

<b>Accepted By Capital Bankcard</b>	<b>Wells Fargo Bank, N.A., 1200 Montego Way, Walnut Creek, CA 94598</b>
Signature <b>X</b> _____	Signature <b>X</b> _____
Title _____ Date _____	Title _____ Date _____

PROCESSOR  
INFORMATION:Name: Capital BankcardAddress: 1 Federal Street, 2nd Floor, Boston, MA 02110

URL: \_\_\_\_\_

Customer Service #: 1-888-655-1653

Please read the Program Guide in its entirety. It describes the terms under which we will provide merchant processing Services to you.

From time to time you may have questions regarding the contents of your Agreement with Bank and/or Processor. The following information summarizes portions of your Agreement in order to assist you in answering some of the questions we are most commonly asked.

1. **Your Discount Rates are assessed** on transactions that qualify for certain reduced interchange rates imposed by MasterCard and Visa. Any transactions that fail to qualify for these reduced rates will be charged an additional fee (see Section 18 of the Program Guide).
2. **We may debit your bank account** from time to time for amounts owed to us under the Agreement.
3. **There are many reasons why a Chargeback may occur.** When they occur we will debit your settlement funds or settlement account. For a more detailed discussion regarding Chargebacks see Section 10 of Card Processing Operating Guide.
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.
5. **The Agreement limits our liability to you.** For a detailed description of the limitation of liability see Section 20 of the Card Processing General Terms.
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 23, Term; Events of Default and Section 24, Reserve Account; Security Interest), 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 early, you will be responsible for the payment of an early termination fee as set forth in Part II, A.3 under "Additional Fee Information."

## 9. Card Organization Disclosure

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

The Bank's mailing address is 1200 Montego Way, Walnut Creek, CA 94598, and its phone number is (925) 746-4143.

**Important Member Bank Responsibilities:**

- a) The Bank is the only entity approved to extend acceptance of Card Organization products directly to a Merchant.
- b) The Bank must be a principal (signer) to the Merchant Agreement.
- c) The Bank is responsible for educating Merchants on pertinent Visa and MasterCard rules with which Merchants must comply; but this information may be provided to you by Processor.
- d) The Bank is responsible for and must provide settlement funds to the Merchant.
- e) The Bank is responsible for all funds held in reserve that are derived from settlement.

**Important Merchant Responsibilities:**

- a) Ensure compliance with Cardholder data security and storage requirements.
- b) Maintain fraud and Chargebacks below Card Organization thresholds.
- c) Review and understand the terms of the Merchant Agreement.
- d) Comply with Card Organization rules.
- e) Retain a signed copy of this Disclosure Page.
- f) You may download "Visa Regulations" from Visa's website at: [http://usa.visa.com/merchants/operations/op\\_regulations.html](http://usa.visa.com/merchants/operations/op_regulations.html)
- g) You may download "MasterCard Regulations" from MasterCard's website at: <http://www.mastercard.com/us/merchant/support/rules.html>

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

By its signature below, Client acknowledges that it has received (either in person, by facsimile, or by electronic transmission) the complete Program Guide [version CB1506(ia)] consisting of 33 pages (including this confirmation).

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

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

[www.capitalbankcard.net/mpa](http://www.capitalbankcard.net/mpa)

Password: merchant

**NO ALTERATIONS OR STRIKE-OUTS TO THE PROGRAM GUIDE WILL BE ACCEPTED.**

**Client's Business Principal:**

**Signature** (Please sign below):

**X** \_\_\_\_\_

\_\_\_\_\_ Title

\_\_\_\_\_ Date

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