

MERCHANT INFORMATION

Business Name or DBA*			Corporate or Legal Name		
Location Address (NO PO BOX) *			Corporate Address		
City*	State*	Zip*	Federal Tax I.D. Number		
Contact		Telephone #*	Country of Primary Business Operations*		
Fax #		Mobile Phone #*	Business Country of Formation*		
Email Address			Products/Services Sold*		
Beneficial Owner Exemption		CIP Exemption	Fast Track Funding		

MERCHANT PROFILE

OWNERSHIP TYPE*				Date Business Started [mm/dd/yyyy]	Prior experience (Years)	Internet: Product Website
Sole Proprietorship Corporation Partnership Non-Profit						
INDUSTRY TYPE*				CARD PRESENT 100%*	OMNI COMMERCE (MUST TOTAL 100%)	Internet: "Contact Us" Email
Internet (Real Time) Mobile Retail Outlet				CARD NOT PRESENT 100%*	CARD PRESENT* _____%	*Customer Service Phone # and Previous Processor Required Below
Restaurant / Food - Tip Restaurant / Food - No Tip Retail w/ Tip				INTERNET 100%*	CARD NOT PRESENT* _____%	Customer Service Phone #
Mail Order / Telephone Order Supermarket Lodging Other					INTERNET* _____%	Previous Processor

OWNER / OFFICER

Beneficial Owner: Percentage of Ownership		%	Authorized Signer		%	Sole Proprietor
Additional Beneficial Owners*		Yes	No	Responsible Party		Title*
First Name*		Middle Name*		Last Name*		
Address Type	Business	Address (NO PO BOX)*		City*	State/Province*	Zip/Postal Code*
Military	Residential					
Country*		DOB*	US Person*	Yes	No	Phone #*
ID Type*	SSN	SIN	ITIN	Other	ID #*	If Other - ID Type
If Other ID #		If Other ID - Country of Issuance		If Other Government Issued - ID Name		
Identification Document*		Issuing Country (If Applicable)		Issuing State (If Applicable)		
Document #*		Issue Date*		Expiry Date*		
Principal address matches the address on the Primary Identification Document above unless otherwise noted.						Alternate Document included if no address match

PROCESSING RATE AND FEES

See Terms and Conditions Sec 8. for All Other Fees.

Option 1 - Tier Rate Pricing (Visa® Debit / Visa Credit / MasterCard® Debit / MasterCard Credit):					
Visa/Mastercard Offline Debit Card		Qualified Rate	_____ %	Per Item Fee	\$ _____
Visa/Mastercard Credit Card and PIN Debit		Qualified Rate	_____ %	Per Item Fee	\$ _____
Per Authorization Fee		\$ _____			
Option 2 - Interchange Pricing (Visa® Debit / Visa Credit / MasterCard® Debit / MasterCard Credit / Discover / JCB / UnionPay Credit) Interchange + Assessments +					
Offline Debit / Credit Card / PIN Debit Processing Fee		Rate	_____ %	Per Item Fee	\$ _____
Per Authorization Fee		\$ _____			
Option 3 - Enhanced Interchange Pricing (Visa® Debit / Visa Credit / MasterCard® Debit / MasterCard Credit / Discover / JCB / UnionPay Credit) Interchange + Assessments +					
Qualified Offline Debit / Credit Card / PIN Debit Processing Fee		Rate	_____ %	Per Item Fee	\$ _____
Per Authorization Fee		\$ _____			

CARD ACCEPTANCE (PLEASE CHECK EACH CARD TYPE(S) YOU WISH TO ACCEPT)

PROCESSING SALES VOLUME INFORMATION

Visa® Debit / Visa Credit / MasterCard® Debit / MasterCard Credit Discover (Includes JCB®, Diner's Club® and BCard®) American Express® If existing, provide account # _____ UnionPay® EBT If existing, provide account # _____ Pin-based Debit	Average Sale Amount:* \$ _____ High Sale Amount:* \$ _____ Number of High Sales (above) Annually:* _____	Total Monthly Visa/MC/AMEX/ DISC/UnionPay Sales* \$ _____ Annual Revenue* \$ _____
---	--	---

By checking the box to any of the card types, you acknowledge that by accepting the respective card types for payment is an agreement to the fees, rules and regulations of the corresponding card association. See Section 8 of the Terms and Conditions for fee details.

I/We have reviewed and received a legible copy of this Agreement and its Terms and Conditions, and all other signed agreements including but not limited to agreements from the "Bank" and/or "Equipment Leasing Company". I/We understand that, by signing below, I/We shall be bound by this Agreement. I/We understand that I/we may terminate the Agreement at any time by providing advance written notice to ABS, and ABS shall use its best effort to process closure requests within thirty (30) days from the date of receipt of the written notice. I/We acknowledge that should the Agreement be terminated within two (2) years of its execution, I/We shall be responsible for an early termination fee of \$495 payable to ABS as liquidated damages. A PIN Debit Enablement Service Per Item Fee will be billed based on the requirements found in the Company Representations and Certification Section for Interchange Plus pricing methods only. Delivery of executed counter-parts of this Agreement may be effected by a facsimile transmission, and a signed facsimile or copy of this Agreement shall constitute as a signed original.



SIGNATURE _____

DATE _____

For purposes of this Merchant Application Agreement ("this Agreement"), Alliance Bankcard Services shall be known as "ABS" with office at 13300 Crossroads Parkway North #400, City of Industry, CA 91746. The term "ABS" shall include but not limited to Alliance Bankcard Services and its affiliates, agents, employees, successors, designees and assigns.

For purposes of this Agreement, Business Owner or the "Applicant," shall be known as "Merchant"; the Visa®/MasterCard® sponsored processing bank to which ABS submits this Merchant Application Agreement for approval shall be known as "Bank" or "Processing Bank". Merchant understands and agrees that ABS is not a bank and assumes no liability for the Bank's decisions and/or its actions as it relates to the Merchant bankcard account and Merchant's credit/ATM card monies or deposits. Merchant understands and agrees that ABS is engaged solely for the purposes of establishing merchant bankcard services and is not responsible for other services provided by Processing Bank.

1) Merchant has authorized ABS and its affiliates to perform one or more of the following services (provided that Merchant has completed and signed all required documents and paid all required fees), and any personal or financial information collected shall be used for the same purpose. a) Establish a Merchant bankcard account to process Visa®, MasterCard®, American Express®, Discover®, Diners Club®, JCB®, UnionPay®, BC Card®, ATM Debit cards and/or gift/loyalty card transactions between Merchant and a Visa/MasterCard sponsored Processing Bank or any value added service with any third party provider; b) Set-up Hardware, Software or Internet Services such as an Internet Gateway and/or Virtual Terminal for the same purpose as (a); c) Make any business and personal credit and other inquiries necessary to review the acceptance and continuation of this Agreement.

2) Once a bankcard processing account is approved, Merchant shall be responsible for all applicable Bank fees related to such account independent of other fees assessed by ABS or other third-party providers. In the event that Merchant cancels the services as specified in this Agreement after Merchant's credit card processing account is approved, Merchant shall remain responsible for all applicable fees and penalties assessed by the Bank, ABS and its affiliates, as specified in this Agreement and/or related contract(s). Merchant understands and agrees that fees assessed by the Bank, ABS and its affiliates are independent of each other.

3) This Agreement established between ABS and Merchant shall be expressly limited to the performance of hardware/software equipment purchased by Merchant through ABS. ABS does not guarantee the performance of any Bank or any other independent vendors with whom the Merchant has any established services. ABS does not guarantee Merchant's credit card or ATM debit card deposits or gift/loyalty card transactions by the Processing Bank and shall not take any responsibility for fees charged to Merchant by Processing Bank or any other independent vendor. Merchant understands that he/she is responsible for closing any previous or current processing account(s), and that all current and future fees or penalties associated with such account(s) are his/her own responsibility. Merchant understands that he/she is responsible for complying with the local, state, and federal government and/or card payment associations' requirements.

4) The Terms and Conditions of this Agreement constitutes the entire agreement between the parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations, and understandings of the parties. Merchant acknowledges that no representation, inducement, promise, or agreement verbally or otherwise made by any party, or anyone acting on behalf of any party, which are not embodied herein, and no other agreement, statement, or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement shall be effective only if it is in writing and approved by an officer of ABS.

5) Any legal action brought by Merchant against ABS, or by ABS against Merchant, venue shall be State of California, County of Los Angeles. If any litigation proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with or arising out of any of the provisions of this Agreement, the successful or prevailing party shall be entitled to recover actual attorneys' fees and other costs incurred in such proceeding, in addition to any other relief to which he or it may be entitled.

6) The provisions of this Agreement are severable. If any part of it is found to be unenforceable, all other provisions shall remain fully valid and enforceable.

7) By signing this Agreement, Merchant understands and agrees that ABS may collect any reasonable amounts that Merchant owes ABS and its affiliates, including fines, penalties, collections, reserves, security deposits, chargebacks, fees or any amounts as invoiced, by: a) setting off amounts against any payments that ABS owes Merchant; b) sending Merchant an invoice for the amount owed (which must be immediately paid); c) taking any lawful collection measures, in court or otherwise to collect such sums. Merchant also authorizes ABS or its affiliates to initiate credit and/or debit entries for the payment of funds due to or due from Merchant to any of Merchant's checking/deposit accounts through the Automated Clearing House (ACH) or other means, or post to any credit card accounts that Merchant maintains, including but not limited to any reversals or adjustments on original entries, supply, repair, service, programming, software, hardware, license, gateway and all other applicable fees associated with the Merchant processing account. This authorization is irrevocable and coupled with interest; it shall remain in effect until Merchant's obligations to ABS under this Agreement end and that ABS consents to its revocation. Merchant shall reimburse ABS immediately upon demand for any debit that cannot be processed against Merchant's account for any reason. All bank charges or Fees for ACH debit reject or returned check shall be passed through to Merchant.

8) For the purpose of this section: Q = Qualified, IC = Interchange, Auth = Authorization, V/MC = Visa/MasterCard, AmEx = American Express. All Other Fees: Option 1 – V/MC Tier Rate Pricing Downgrades including Rewards-Q, Partial-Q, or Non-Q transactions: Retail Card Swiped Account at 2.99% and \$0.22 Per Item and Tier Pricing Per Auth Fee; Mail Order Telephone Order/Internet Non-Card Swiped Account at 3.49% and \$0.30 Per Item and Tier Pricing Per Auth Fee. Discover/JCB: V/MC Tier Rate Pricing + 0.25%. AmEx OptBlue: V/MC Tier Rate Pricing + 0.60%. UnionPay Credit Card: V/MC Tier Rate Pricing + 0.25%. Batch Settlement (MISC Auth): Tier Pricing Per Auth Fee; Option 2 – AmEx OptBlue: AmEx (IC + Association Fees) + 0.60% + IC Pricing Per Auth Fee and Per Item Fee. Batch Settlement (MISC Auth): IC Pricing Per Auth Fee; Option 3 – Enhanced IC Pricing Downgrades including Rewards-Q, Partial-Q, or Non-Q transactions: Enhanced IC Pricing + 2.00% + \$0.10 Per Item. AmEx OptBlue: AmEx (IC + Association Fees) + 0.60% + Enhanced IC Pricing Per Auth Fee and Per Item Fee. Batch Settlement (MISC Auth): Enhanced IC Pricing Per Auth Fee; Value Added Service Fees – Processing Software/Gateways: + \$0.10 Per Auth and \$25 Monthly Fee. Separate billing by Authorize.Net: \$0.10 Per Auth and \$25 Monthly Fee; Wireless Terminal (Per Terminal Identification Number): + \$0.10 Per Auth, \$25 Monthly Fee, and \$95 Deactivation Fee. EBT: \$0.15 Per Item and \$10 Monthly Fee; Auth & Item Fees – AmEx ESA: \$0.30 Per Auth. Dial Communication (Non-Internet connection): +\$0.03 Per Auth. TSYS/ADS Network: + \$0.10 Per Auth. Mapp/NDC/Other Foreign Network: + \$0.25 Per Auth. Visa Per Item Fee: + \$0.01 Per Item. ARU: + \$0.65 Per Auth. Voice Auth (Touchtone): + \$0.65 Per Auth. Voice Auth (Operator Assisted): + \$0.95 Per Auth. Voice Auth (Operator Assisted with AVS): + \$2.20 Per Auth. Referral Voice Auth Call: + \$4 Per Auth; Per Occurrence Fees – NSF/Return Item/DDA Change/DBA Change: \$25 Per Occurrence. Special Processing or Research Fee: \$25 Per Occurrence. Chargeback/Retrieval Fee: \$25 Per Occurrence; Monthly and Annual Fees – Customer Service Fee: \$10 Per Month. Bill Statement Fee: \$10 Per Month. Association Compliance Fee (PCI Compliance Fee): \$10 Per Month. Safe-T Silver: \$10, Gold: \$25 Per Month (required for Poynt Terminals). PCI Compliance/Safe-T fees are charged every six months, or when Merchant's account is closed, whichever is earlier, from Merchant's ACH deposit bank account on file. PCI Non-Compliance Fee: \$59.99 Per Month. EMV Non-Enabled Device Fee: \$7.50 Per Month. Monthly Min Bill: \$25 Per Month. Next Day Funding: \$5 Per Month. Annual Membership Fee: \$99.99. Poynt HQ: \$25 Per Month per MID. Merchant must settle daily in order to qualify for the appropriate discount rate and receive on time funding. All Card Association, network assessments or fees not mentioned herein shall be passed through to Merchant.

9) A miscellaneous fee of \$9.99 shall be charged each month and an annual account service fee of \$96 shall be charged each year from Merchant's ACH deposit bank account on file for as long as the Merchant bankcard account remains open with the Processing Bank to which ABS initially submitted the Merchant Agreement on behalf of Merchant.

10) Merchant warrants to ABS that all information in this Agreement is correct and complete. Merchant must notify ABS in writing of any changes to the information in this Agreement. The notice must be received by ABS within ten (10) business days from the date of the change. Merchant is liable to ABS for all losses and expenses incurred by ABS arising out of Merchant's failure to report changes to ABS.

11) Merchant shall indemnify and hold harmless ABS, its affiliates, owners, officers, directors, agents and employees, against any and all losses, claims, damages and expenses, including payment of attorneys' fees and costs, to the extent any such losses, claims, damages and expenses of any kind or nature arise out of or result from the acts or omissions of any third party and/or the third party's officers, directors, agents, contractors and employees, or which arise out of or result of ABS's enforcement of agreement or technical limitations, including but not limited to the performance, coverage area and reliability of wireless technology and wireless processing.

12) PCI DSS Compliance: Merchant must comply with the Payment Card Industry Data Security Standard ("PCI DSS") compliance validation requirements set forth by the Acquirer and as mandated by The Payment Card Industry Council or any debit/credit card associations. Merchant assumes full responsibility for any fees or penalties as a result of Merchant's PCI non-compliance.

13) Tax ID Number (TIN) Validation: Merchant is responsible for providing the Processing Bank with correct TIN and legal business name via Form W-9 to avoid possible adverse effects on Merchant's account. Merchant assumes full responsibility for any fees or penalties as a result of merchant's non-validation.

14) Limitations of Liability: Any liability of ABS under the terms of this Agreement, whether to Merchant or any other party, whatever the basis of liability, shall not exceed the amount of fees that ABS had collected from the Merchant, as specified in this Agreement, excluding Merchant Account Processing Bank fees. Merchant understands that no claim for adjustment or credit shall be accepted for surcharge or accounting errors that have elapsed for more than 90 days from the date of occurrence. In no event shall ABS or its agents, officers, directors or employees be held liable for indirect, special or consequential damage. ABS cannot be held responsible for transaction downgrades as a result of Merchant operational errors, incompatible gateway or POS system/software set-up error by the Merchant's vendor or any adverse actions beyond ABS's control. It is Merchant's responsibility to ensure proper functionality of his/her processing systems, successful transaction settlement, and verification of accurate and timely funding of transactions. Merchant should notify ABS immediately for resolution of any system or funding discrepancies.

 **MERCHANT'S SIGNATURE:** 

DATE _____

SUBSTITUTE FORM W-9			
<input type="checkbox"/> SOLE PROPRIETOR <input type="checkbox"/> C CORPORATION <input type="checkbox"/> S CORPORATION <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> UNINCORPORATED ASSOCIATION			
<input type="checkbox"/> TAX EXEMPT ORGANIZATION (INCLUDE DOCUMENTS THAT SUPPORT EXEMPT STATUS) <input type="checkbox"/> GOVERNMENT <input type="checkbox"/> TRUST <input type="checkbox"/> ESTATE			
<input type="checkbox"/> LIMITED LIABILITY COMPANY – TAX CLASSIFICATION (D=DISREGARDED ENTITY, C= C CORPORATION, S= S CORPORATION P=PARTNERSHIP): (If LLC, PLEASE INDICATE D, C, S OR P)			
LEGAL BUSINESS NAME* :			
*NAME (OF BUSINESS) AS SHOWN ON YOUR BUSINESS INCOME TAX RETURNS. FOR SOLE PROPRIETORS, THIS SHOULD ALWAYS BE THE OWNER'S NAME.			
LEGAL BUSINESS ADDRESS (NO PO BOX):			OR TIN (EMPLOYER ID #):
CITY:	STATE:	ZIP:	OR TIN (SOCIAL SECURITY #):
COMPANY REPRESENTATIONS AND CERTIFICATIONS			
<p>Company Representations and Certifications. By signing below, the applicant company ("Company") and its representative(s) represent and warrant to Elavon, Inc. ("Elavon" or "Member" as applicable), with offices at 7300 Chapman Highway, Knoxville, TN 37920 (collectively, "we" or "us") that (i) all information provided</p> <p>In this company application ("Company Application") is true and complete and properly reflects the business, financial condition, and principal partners, owners, or officers of Company; and (ii) the persons signing this Company Application are duly authorized to bind Company to all provisions of this Company Application and the Agreement. Further, by signing below, Company and its representative(s) agree that Company is subject to the terms and conditions set forth in the Terms of Service ("TOS"), including when leasing equipment, and has had an opportunity to review such terms. <u>The TOS contains a mandatory and binding arbitration provision that affects Company's legal rights and should be reviewed prior to signing this document.</u></p> <p>The signature by an authorized representative of Company on the Company Application, or the transmission of a Transaction Receipt or other evidence of a Transaction to us, shall be the Company's acceptance of and agreement to the terms and conditions contained in the Agreement including, without limitation, this Company Application, the TOS and the Operating Guide incorporated herein by this reference and located at our website at https://www.merchantconnect.com/CWRWeb/pdf/TOS_ENG.pdf and https://www.merchantconnect.com/CWRWeb/pdf/MOG_ENG.pdf, respectively. If Company does not have access to view the TOS or Operating Guide at our website please contact our customer service center to obtain a copy and review prior to signing this document. Notwithstanding any non-receipt of the TOS or Operating Guide, Company agrees to comply with the Agreement, and all applicable laws, rules, and regulations including the rules and regulations of the Payment Networks, and understands that failure to comply will result in termination of processing services. Capitalized terms shall, unless otherwise defined in this Company Application, have the same meaning ascribed to them in the TOS and Operating Guide.</p> <p>IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT. To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. This means we will ask for certain information and identifying documents to allow us to identify you. Company and its representative(s) authorize us prior to our acceptance of this Company Application and from time to time thereafter, to investigate the individual and business history and background of Company, each such representative and any other officers, partners, proprietors, and/or owners of Company, and to obtain credit reports or other background investigation reports on each of them that we consider necessary to review the acceptance and continuation of this Company Application. Company also authorizes any person or credit reporting agency to compile information to answer those credit inquiries and to furnish that information to us.</p> <p>This Company Application may be signed in one or more counterparts, each of which shall constitute an original and all of which, taken together, shall constitute one and the same Company Application. Delivery of executed counterparts of this Company Application may be accomplished by a facsimile transmission, and a signed facsimile or copy of this Company Application shall constitute a signed original.</p> <p>A PIN Debit Enablement Service Fee will be collected for any Interchange and Assessment savings generated through PIN Debit routing on your monthly PIN Debit transactions for Interchange Plus customers only. This monthly fee will be calculated from your actual PIN Debit transaction volume and will be a percentage of your overall PIN Debit cost savings. The PIN Debit Enablement Service Fee collected and the Interchange and Assessment savings will be reflected on your monthly statement.</p> <p>*By signing this document below you are agreeing on behalf of the Company to a mandatory binding arbitration provision set forth in the TOS and expressly incorporated herein.</p> <p>**The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding. In addition, by signing this Company Application, you hereby certify that to the best of your knowledge, the information provided about you, the name and address provided for the above named Company, and the information provided about the beneficial owner(s) and/or the individual with control over the above named Company is complete and accurate.</p>			
SIGNATURE: X		PRINTED NAME:	TITLE:
SIGNATURE: X		PRINTED NAME:	TITLE:
PERSONAL GUARANTY			
<p>As a primary inducement to us to accept this Company Application, the undersigned Guarantor(s), by signing the Company Application, jointly and severally, unconditionally and irrevocably, guarantee the continuing full and faithful performance and payment by Company of each of its duties and obligations to us (including, without limitation, Chargebacks and obligations in connection with Leased Equipment, if applicable) pursuant to the Company Application and Agreement, as may be amended from time to time, with or without notice. Guarantor(s) understand further that we may proceed directly against Guarantor(s) without first exhausting our remedies against any other person or entity responsible therefore to them or any security held by us or Company. This guarantee will not be discharged or affected by the death of the Guarantors, will bind all heirs, administrators, representatives and assigns and may be enforced by or for the benefit of any of our successors. Guarantor(s) understand that the inducement to us to accept this Company Application is consideration for the guaranty and that this guaranty remains in full force and effect even if the Guarantor(s) receive no additional benefit from the guaranty. The undersigned hereby directs any consumer reporting agency to furnish a consumer credit report that relates personally to the undersigned upon the request of Elavon or any of its designees, successors or assigns and agrees that all parties involved are in compliance with the Fair Credit Reporting Act.</p>			
SIGNATURE: X		PRINTED NAME:	DATE:
SIGNATURE: X		PRINTED NAME:	DATE:
SUBMITTED BY (SALES USE ONLY)			
To the best of my knowledge, I certify that the information provided in this Company Application was provided by the Company and is true, complete and accurate. I further certify that the signatures were provided by the Company's owner(s) or officer(s), as appropriate.			
SALES REP SIGNATURE: X		PRINTED NAME:	DATE:
REP PHONE #:		REP EMAIL:	ELAVON USA-MSP-ELV-0319

DBA: _____

CORP: _____

AWB#: _____

Void Check

No Trust Accounts.

Deposit Slips are not acceptable.

Savings Accounts are not acceptable.

Personal DDA Accounts are acceptable for Sole Proprietorships only.

If a joint personal account is submitted,
both parties MUST sign the Merchant Application.

LOANER AGREEMENT

This Loaner Equipment Agreement ("Agreement") is entered into and effective between the undersigned Merchant (also referred to as "Lessee") and US Bankcard Services, located at 17171 E. Gale Avenue #110, City of Industry, CA 91745, or its agent, affiliate, successor or assign (hereafter collectively, "Company" or "Lessor"). Merchant agrees that the Equipment is the exclusive property of Lessor (software, hardware, new/refurbished and model type to be determined at the sole discretion of Lessor) and is being rented to Merchant, free of charge provided Merchant continues credit card processing services with Lessor, its agent, affiliate or successor. Merchant acknowledges and agrees that an Equipment security deposit may be required. Upon demand by Lessor, or within thirty (30) days of receipt by Lessor of a signed merchant account closure request, Merchant shall return the Equipment, with serial number matching Lessor's records, in good and working condition to Lessor at Lessor's business location unless otherwise designated by Lessor in writing. If the Equipment and related accessories are not returned within this time frame, Merchant agrees to purchase the Equipment and pay to Lessor the Equipment retail value as listed below plus applicable tax, after which no returns will be accepted. In addition, Merchant agrees to indemnify and reimburse Lessor for the Equipment against any damage or loss of retail value cost from physical, water, electrical or fire damage, as well as damage or loss arising out of theft, misuse, negligence or natural disaster. Limitation of Liability: In no event shall Lessor be liable to Merchant for consequential, special, exemplary, direct or any indirect damages, disputes, offsets, claims or counterclaims for any reason whatsoever, including without limitation, failure of the loaner Equipment to perform and lost profits, even if Lessor has been advised of such lost profits. Lessor reserves the right not to replace the loaner Equipment. Notwithstanding the preceding, Merchant acknowledges and agrees that if Lessor decides, in its sole and absolute discretion to provide a loaner Equipment replacement, Lessor will make its best effort to deploy the replacement unit, next business day, to Merchant provided that the request was received before 12pm-PST. Lessor has no control over and cannot guarantee the delivery time frames of third party delivery services. Once Merchant receives replacement Equipment, the old Equipment with the corresponding serial number, as issued and documented by Lessor, must be returned within thirty (30) days from receipt of the replacement Equipment, otherwise the retail value of the Equipment, shall be charged to Merchant by ACH. All Security Deposits, if any, shall be refunded upon Merchant request (request must be made within sixty (60) days after receipt of the returned Equipment), less any fees and amounts owed, if all conditions mentioned herein are satisfied. If any of the conditions are not met, Merchant will be financially responsible for the full retail value of the Equipment and any Security Deposit shall be applied to such obligation. Merchant agrees that the Equipment shall be deemed to have been inspected by Merchant or Merchant's authorized representative to be in good operating order unless Merchant notifies Lessor to the contrary in writing within seven (7) days of Equipment delivery or installation. In addition, the Merchant hereby authorizes Lessor to ACH (debit) Merchant's DDA account fees for: 1) loaner Equipment deployment, 2) Equipment Replacement/Return/Repair/Refurbish fee of \$99 for desktop or \$150 for wireless, 3) retail value of unreturned equipment. Equipment Replacement/Return/Repair/Refurbish fee includes but is not limited to inspections, diagnostics, repair, reconditioning, deprogramming, reprogramming, encryption, logistics, and administrative costs. All bank charges or fees for ACH debit reject or returned check shall be passed through the merchant. In the event of a transfer of ownership, current owner/signer is responsible for the loaner Equipment until the new owner signs a new Loaner Equipment Agreement and is approved by Lessor. Any legal action brought by Merchant against the lessor, or by the Lessor against the Merchant, shall be taken to a court of Law in the State of Georgia, Fulton County. If any legal action is brought by the Lessor to enforce the provisions of this Agreement, Merchant agrees to pay to Lessor all reasonable attorney's fees, expenses, cost and other relief incurred, including, but not limited to, contract disputes, legal procedures, bankruptcy or other similar events, whether the fees or costs are incurred during or after the term of this Agreement. Delivery of executed counterparts of this Loaner Equipment Agreement may be effected by a facsimile transmission, and a signed facsimile or copy of this Loaner Equipment Agreement shall constitute as a signed original. By signing below, Merchant understands that this Agreement constitutes a legal contract which binds Merchant to the terms and conditions expressed herein.

MERCHANT OWNER/OFFICER HAS ACCEPTED THE FOLLOWING EQUIPMENT:

Loaner Transfer	From	MID#	To	MID#
DESKTOP TERMINALS	Quantity	Security Deposit Per Unit	Retail Price Per Unit	Office Use Only
<input type="checkbox"/> VX520 (<input type="checkbox"/> Dial Only <input type="checkbox"/> IP)	_____	\$ _____	\$ _____	
<input type="checkbox"/> ICT220 (<input type="checkbox"/> Dial Only <input type="checkbox"/> IP)	_____	\$ _____	\$ _____	
SOFTWARE / PERIPHERALS / OTHER	Quantity	Security Deposit Per Unit	Retail Price Per Unit	
<input type="checkbox"/> Pin Pad VX820 (For VX520)	_____	\$ _____	\$ _____	
<input type="checkbox"/> Pin Pad For ICT Series	_____	\$ _____	\$ _____	
WIRELESS TERMINALS	Quantity	Security Deposit Per Unit	Retail Price Per Unit	
AT&T <input type="checkbox"/> Ingenico IWL250	_____	\$ _____	\$ _____	
OTHER	Quantity	Security Deposit Per Unit	Retail Price Per Unit	
<input type="checkbox"/> _____	_____	\$ _____	\$ _____	
EQUIPMENT DEPLOYMENT FEE				
<input type="checkbox"/> Pickup / Will Call - \$0.00	<input type="checkbox"/> Ground - \$35.00	<input type="checkbox"/> Hawaii / Alaska With USPS Priority - \$40.00		
<input type="checkbox"/> 2nd Day - \$45.00	<input type="checkbox"/> Local Delivery \$55.00	<input type="checkbox"/> Hawaii / Alaska with USPS Express - \$60.00		
<input type="checkbox"/> Next Day Air Saver - \$65.00	<input type="checkbox"/> Next Day Air - \$75.00	<input type="checkbox"/> Saturday Delivery - \$95.00		

MID# _____

DBA _____

CORP NAME _____

SIGNATURE _____

DATE _____

PRINT NAME _____

TITLE _____

Personal Guarantee: As a primary inducement to the Lessor to accept this Agreement, the undersigned guarantor, unconditionally and irrevocably, guarantees to the Lessor, its successors and assigns, the complete performance of Merchant and all of Merchant's duties and obligations under this Agreement, including, but not limited to, all monetary obligations due to Merchant's non performance under this Agreement, whether before or after termination of this Agreement. The undersigned, by signing below, agrees to be bound by this Agreement and this Guaranty.

 SIGNATURE _____

DATE _____

Part 3a. Acknowledgement of Status (continued)

- | | |
|--------------------------|--|
| <input type="checkbox"/> | No evidence of full track data ¹ , CAV2, CVC2, CID, or CVV2 data ² , or PIN data ³ storage after transaction authorization was found on ANY system reviewed during this assessment. |
| <input type="checkbox"/> | ASV scans are being completed by the PCI SSC Approved Scanning Vendor (ASV Name) |

Part 3b. Merchant Attestation



Signature of Merchant Executive Officer ↑	Date:
Merchant Executive Officer Name:	Title:

Part 3c. Qualified Security Assessor (QSA) Acknowledgement (if applicable)

If a QSA was involved or assisted with this assessment, describe the role performed:	
--	--

Signature of Duly Authorized Officer of QSA Company ↑	Date:
Duly Authorized Officer Name:	QSA Company:

Part 3d. Internal Security Assessor (ISA) Involvement (if applicable)

If an ISA(s) was involved or assisted with this assessment, identify the ISA personnel and describe the role performed:	
---	--

¹ Data encoded in the magnetic stripe or equivalent data on a chip used for authorization during a card-present transaction. Entities may not retain full track data after transaction authorization. The only elements of track data that may be retained are primary account number (PAN), expiration date, and cardholder name.

² The three- or four-digit value printed by the signature panel or on the face of a payment card used to verify card-not-present transactions.

³ Personal identification number entered by cardholder during a card-present transaction, and/or encrypted PIN block present within the transaction message.

PCI-DSS Self Assessment Questionnaire Acknowledgement Form

I hereby authorize Elavon, its MSP, and/ or affiliates to create and enroll my merchant account for PCI compliance, online or otherwise, through the designated Qualified Security Assessor (QSA) or Approved Scanning Vendor (ASV) that is associated with my account, and based on my answers from the applicable version of Self Assessment Questionnaire (SAQ). Furthermore, I understand that by doing so, Elavon, its MSP, and its employees and/or affiliates, accept neither responsibility nor liability and will be indemnified from any damages, losses, or delays that may occur, financially or otherwise as a result of data entry or other potential errors while processing the SAQ.

By my signature below, I, the owner, president, or signer of the merchant account, acknowledges that I have reviewed all information stated in the attached PCI SAQ packet. I am aware that if, upon my review, any information is not accurate, that it is my responsibility to contact the help center at 1-888-880-0288 for further assistance. I attest that all information contained in the PCI-DSS SAQ that I completed is true and correct as submitted.

I understand it is my responsibility to renew the PCI compliance on an ANNUAL basis online or by requesting a new PCI packet. If this is not done in a timely manner, I may be subject to monthly penalty fees that will be assessed to my merchant account.



X

Signature

Date Signed

Printed Name

Company Name

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ►	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-			-		
or									
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

→ Sign Here	Signature of U.S. person ►	Date ►

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Attn: Cancellation department

To:

From:

REF: Account Cancellation Notice

Please cancel my account with your company: Once our account has been canceled, please send me a confirmation.

Reason:

Sincerely,



(X)
