

BPay1804	MERCHANT APPLICATION
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MY INFORMATION							
OWNER 1				OWNER 2 (IF APPLICABLE)			
First Name		Last Name		First Name		Last Name	
Business Title		Ownership %	Owner's Date of Birth		Business Title		Ownership % Owner's Date of Birth
Email Address		Mobile		Email Address		Mobile	
Home Address		SSN		Home Address		SSN	
City	State	Zip	Country	City	State	Zip	Country

BUSINESS INFORMATION							
Business Type <input type="checkbox"/> Sole Prop. <input type="checkbox"/> Government <input type="checkbox"/> Tax Exempt <input type="checkbox"/> Corp S,C <input type="checkbox"/> LLC <input type="checkbox"/> Partnership <input type="checkbox"/> International Org <input type="checkbox"/> Medical/Legal Corp						Prior Bankruptcies <input type="checkbox"/> Yes <input type="checkbox"/> No	Discharge Date (If Yes)
Business Location				Website URL			
Tax Filing Name*		Tax ID Number*		DBA		DBA Phone	
<input type="checkbox"/> USE MY HOME ADDRESS FOR BUSINESS ADDRESS (IF SO, PLEASE FILL IN ADDRESS INFO BELOW WITH HOME ADDRESS)							
DBA Address				Corporate Address (if different than DBA Address)			
City	State	Zip	Country	City	State	Zip	Country
*NOTE: Failure to provide accurate information may result in a withholding of merchant funding per IRS regulations. See Part III, Section A.4 of your Merchant Program Guide for further info.							

PROCESSING INFORMATION					
Describe Your Business					
Type of Business <input type="checkbox"/> Retail <input type="checkbox"/> Mail Order <input type="checkbox"/> E-commerce			Business Start Date		State Business Filed
Average Ticket	Max Ticket	Estimated \$ V/MC/D Monthly Sales	Estimated \$ AXP Monthly Sales		B2B % B2C %
Total Locations (ex. 1 of 2)		Do you offer Subscriptions?	Days to Product Delivery		When is Customer Charged
Previous Processor		Reason For Leaving			
US CHECKING ACCOUNT					
Name on Checking Account		Account Owner Type	Routing Number		Account Number

PCI INFORMATION			
I/We have reviewed the PCI DSS information pertinent to our business method of payment acceptance and certify that we are: <input type="checkbox"/> Compliant <input type="checkbox"/> Non-Compliant (Use BPay PCI vendor to certify)		Date of Compliance	QSA Vendor
Card Association Requirements dictate it is prohibited to store track data in any circumstance. Further it is recommended that no merchant or a merchant's third party vendor store cardholder data. If you or your vendor store data, you or your vendor are required to be PCI DSS compliant. Failure to adhere to these requirements may result in fines or loss of card acceptance.			

BPay1804

SCHEDULE OF FEES

ACCEPT ALL MASTERCARD, VISA, DISCOVER NETWORK, AND AXP TRANSACTIONS PRESUMED, UNLESS INDICATED OTHERWISE BELOW.

☐ Accept MC Credit transactions only

☐ Accept MC Non-PIN Debit transactions only

☐ Accept Visa Credit transactions only

☐ Accept Visa Non-PIN Debit transactions only

☐ Accept Discover Network Credit transactions only

☐ Accept Discover Network Non-PIN Debit transactions only

☐ Accept American Express Credit Transactions only

Discount Rates based on Gross Transaction Volume. The Card Brands and Network Fees, outside of Interchange, are passed through to the merchant at cost. These fees include, but are not limited to: Dues and Assesments, ISA, IAF, NABU, CVC2, Cross Border, Acquirer Support, Network Data Usage Fees, Network Auth Fees, IPF and ISF. In addition, Tiered and ERR priced merchants are assessed an Acquiring Bank Fee of 0.04% and a Risk Monitoring Fee of 0.03%. See Part III, Section A.3 of the Program Guide for early termination fees.

MERCHANT ACCOUNT FEES

V/MC/D/AXP TIERED PRICING	V/MC/D/AXP ERR PRICING	PIN DEBIT FEES	SETUP FEES	MONTHLY FEES
<div><div>Credit</div><div>Debit</div><div>Qualified</div><div>Mid Qualified</div><div>Non Qualified</div><div>*AXP is credit only</div></div>	<div><div>Credit Qualified</div><div>Debit Qualified</div><div>Surcharge</div><div>*AXP is credit only.</div></div>	<div><div>Monthly</div><div>Per Item</div><div>Rate</div><div>Pass Network Fees</div></div>	<div><div>Account Setup</div><div>Wireless Setup</div><div>Per ID</div></div>	<div><div>Monthly Minimum</div><div>Customer Service</div><div>Regulatory Product</div><div>Wireless Fee Per ID</div><div>Non Compliance Fee</div></div>
V/MC/D/AXP PASS THROUGH PRICING	TRANSACTION FEES			MISCELLANEOUS FEES
<div><div>Rate</div><div>Per Item</div></div>	<div><div>Monthly</div><div>Credit Card</div><div>Debit Card</div><div>T&E Auth</div><div>Per Trans Voice Auth</div><div>AVS Fees</div><div>Wireless Auth</div><div>EBT Item</div></div>			<div><div>Equipment</div><div>NSF/Retrvl/Chgbk</div><div>PCI DSS Annual Cert</div><div>Annual Reg Product Fee</div><div>Voyager Qual Rate</div><div>Voyager Item Fee</div></div>
AMERICAN EXPRESS				
<div><div>System Processing Fee</div><div>0.30</div><div>%</div><div>*Applies to all Directly Settled American Express Transactions</div></div>				

GATEWAY FEES

TECHNOLOGY BUNDLES	MONTHLY	TRANSACTION FEES
<div><div>Monthly</div><div>Per Trans</div><div>General Payments</div><div>B2B Payments</div><div>B2B Advanced Payments</div></div>	<div><div>Credit Card</div><div>ACH</div><div>Fraud Tool</div><div>L2/L3 Processing</div><div>Recurring Billing</div><div>Hosted Payment Form</div><div>IVR</div><div>Payment Plugins</div></div>	<div><div>Gateway Auth</div><div>Fraud Tool</div><div>L2/L3 Processing</div><div>Recurring Billing</div><div>IVR</div></div>

BLUECHEX

SETTLEMENT BANK	FEES
<div><div><div>BluePay ODFI</div><div>Merchant ODFI</div></div><div><div>IF MERCHANT ODFI</div><div>Bank Name</div><div>Bank Contact</div><div>Contact Phone</div><div>Contact Email</div></div></div>	<div><div><div>Application Fee</div><div>ACH Monthly Fee</div></div><div><div>Discount Fee</div><div>Transaction Fee</div><div>Admin Return Fee</div><div>NSF Return Fee</div><div>Reversal Fee</div><div>NOC Fee</div></div></div> <div>BlueChex requires separate agreement.</div>

BPay1804		SIGNATURE(S)																											
<p>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, 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 Merchant Profile, Processing Information section above, you are authorized to accept transactions in accordance with the percentages indicated in that section.</p> <p>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.</p> <p>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 auto mated electronic computer security screening, by us or our third party vendors.</p> <p>Client authorizes BluePay Processing, LLC. and Bank and their affiliates to debit Client's designated bank account via Automated Clearing House (ACH) for costs associated with equipment hard ware, 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).</p> <p>Client certifies, under penalties of perjury, that the federal taxpayer identification number and corresponding filing name provided herein are correct.</p> <p>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 BluePay Processing, LLC. and Bank.</p> <p>Client's Business Principal / Officer</p> <table><tr><td>Signature</td><td>Title</td><td>Signature</td><td>Title</td></tr><tr><td>Print Name</td><td>Date</td><td>Print Name</td><td>Date</td></tr></table> <p>Personal Guarantee</p> <p>Personal Guarantee: In exchange for BluePay Processing, LLC. and Wells Fargo Bank, N.A. (the Guaranteed Parties) acceptance of, as applicable, the 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.</p> <table><tr><td>Signature</td><td>Print Name</td><td>Date</td></tr><tr><td>Signature</td><td>Print Name</td><td>Date</td></tr></table> <table><tr><td colspan="2">Accepted By BluePay Processing, LLC.</td><td colspan="2">Wells Fargo Bank, N.A., 1200 Montego, Walnut Creek, CA 94598</td></tr><tr><td colspan="2">Signature</td><td colspan="2">Signature</td></tr><tr><td>Date</td><td>Title</td><td>Date</td><td>Title</td></tr></table>				Signature	Title	Signature	Title	Print Name	Date	Print Name	Date	Signature	Print Name	Date	Signature	Print Name	Date	Accepted By BluePay Processing, LLC.		Wells Fargo Bank, N.A., 1200 Montego, Walnut Creek, CA 94598		Signature		Signature		Date	Title	Date	Title
Signature	Title	Signature	Title																										
Print Name	Date	Print Name	Date																										
Signature	Print Name	Date																											
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Signature		Signature																											
Date	Title	Date	Title																										

BluePay Processing, LLC is a registered ISO of Wells Fargo Bank, N.A., Walnut Creek, CA

SOFTWARE/EQUIPMENT TYPE	QUANTITY	SERIAL/VERSION #	SIM #	PROVISION
				<input type="checkbox"/> Purchase <input type="checkbox"/> Lease <input type="checkbox"/> Existing
				<input type="checkbox"/> Purchase <input type="checkbox"/> Lease <input type="checkbox"/> Existing
				<input type="checkbox"/> Purchase <input type="checkbox"/> Lease <input type="checkbox"/> Existing
				<input type="checkbox"/> Purchase <input type="checkbox"/> Lease <input type="checkbox"/> Existing

INDUSTRY TYPE	SERVICE FEATURES	PHONE SYSTEM	INSTALLATION INFO	PAYMENT GATEWAY	MOBILE PAYMENTS
<input type="checkbox"/> Retail <input type="checkbox"/> Retail w/Tips <input type="checkbox"/> Restaurant <input type="checkbox"/> MOTO <input type="checkbox"/> Inet <input type="checkbox"/> Hotel <input type="checkbox"/> Cash Advance <input type="checkbox"/> QSR Marketing Materials required for MOTO, B to B & Internet	<input type="checkbox"/> AVS <input type="checkbox"/> CVV2 <input type="checkbox"/> Level 2 <input type="checkbox"/> Multi Merch <input type="checkbox"/> Level 3 <input type="checkbox"/> HPF <input type="checkbox"/> Tips <input type="checkbox"/> Wireless <input type="checkbox"/> Fraud Management <input type="checkbox"/> Invoice/Order #	<input type="checkbox"/> Analog <input type="checkbox"/> High Speed	<input type="checkbox"/> Rep to Install <input type="checkbox"/> Rep to Supply Equipment <input type="checkbox"/> BPay to Download and Install <input type="checkbox"/> BPay to Install Only <input type="checkbox"/> Requested Install Time CST: <input type="checkbox"/> 8AM-12NOON <input type="checkbox"/> 12NOON-3PM <input type="checkbox"/> 3PM-6PM Requested Install Date:	<input type="checkbox"/> BluePay <input type="checkbox"/> Other: <input type="checkbox"/> Processing Software: <input type="checkbox"/> NO CART <input type="checkbox"/> DATA ENTRY Card Plugin	Carrier Make Model

SITE SURVEY INFORMATION	SITE INSPECTION INFORMATION
Site Survey Information: <input type="checkbox"/> Business District <input type="checkbox"/> Industrial <input type="checkbox"/> Residential Refund Policy: <input type="checkbox"/> Full Refund <input type="checkbox"/> Exchange Only <input type="checkbox"/> None Deposit Required: <input type="checkbox"/> Yes \$ <input type="checkbox"/> No	Location: <input type="checkbox"/> Mall <input type="checkbox"/> Shopping Area <input type="checkbox"/> Office <input type="checkbox"/> Home <input type="checkbox"/> Apartment <input type="checkbox"/> Isolated <input type="checkbox"/> Mixed <input type="checkbox"/> Other # of Terminals:
Advertising Method: <input type="checkbox"/> Catalog <input type="checkbox"/> Brochure <input type="checkbox"/> Direct Mail <input type="checkbox"/> TV/Radio <input type="checkbox"/> Internet <input type="checkbox"/> Phone <input type="checkbox"/> Newspapers/Journals <input type="checkbox"/> Other # of Employees:	Does business appear legitimate? <input type="checkbox"/> Yes <input type="checkbox"/> No Is inventory sufficient for business type? <input type="checkbox"/> Yes <input type="checkbox"/> No Are decals displayed? <input type="checkbox"/> Yes <input type="checkbox"/> No Are goods and services delivered at time of sale? <input type="checkbox"/> Yes <input type="checkbox"/> No Any mail or telephone order sales activity? <input type="checkbox"/> Yes <input type="checkbox"/> No SALES REP By the signature below, signatory verifies that (i) he/she verified the legitimacy of the business; and that (ii) the information stated in this agreement is correct to the best of his/her knowledge and is as represented to him/her by MERCHANT. Rep Signature
TRANSACTION INFORMATION What is the time frame from transaction to delivery? (% orders delivered totaling 100%): 0-7 days % 8-14 days % over 30 days % MC/V/Discover® Network/American Express sales are processed: <input type="checkbox"/> Date of Order <input type="checkbox"/> Date of Delivery <input type="checkbox"/> Other (Specify): Who performs product/service fulfillment? <input type="checkbox"/> Direct <input type="checkbox"/> Vendor (List Below) <input type="checkbox"/> Other Name: Phone: Address: City: State: Zip: Please describe how the transaction works, from order taking to merchant fulfillment. Attach additional sheet if necessary: Where is your inventory stocked? Who manufactures the product? Does any of your cardholder billing involved automatic renewals or recurring transactions? (i.e. cardholder authorizes initial sale only?) <input type="checkbox"/> Yes <input type="checkbox"/> No	Print Name Date ADDITIONAL CARD TYPES <input type="checkbox"/> CURRENT American Express Pass Through SE# Check Service Provider Account # Gift Card Provider EBT Establishment # ADDITIONAL TECHNICAL NOTES

PROCESSOR INFORMATION

Name
BluePay Processing, LLC

Address
184 Shuman Blvd., Suite 360, Naperville, IL 60563

URL
www.bluepay.com

Customer Service #
1-866-739-8324

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, Visa and Discover. Any transactions that fail to qualify for these reduced rates will be charged an additional fee (see Section 19 of the Program Guide).
2. **We may debit your bank account** (also referred to as your Settlement Account) from time to time for amounts owed to us under the Agreement.
3. **There are many reasons why a Chargeback may occur.** When they occur we will debit your settlement funds or Settlement Account. For a more detailed discussion regarding Chargebacks see Section 10 of Card Processing Operating Guide.
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 21, 28.7, and 31.3 of the Card 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 24, Term; Events of Default and Section 25, 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 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 III, 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, Walnut Creek, CA 94598, and its phone number is (925) 746-4143.

Important Member Bank Responsibilities:

- a. The Bank is the only entity approved to extend acceptance of Visa and MasterCard products directly to a merchant.
- b. The Bank must be a principal (signer) to the Agreement.
- c. The Bank is responsible for educating merchants on pertinent Visa and MasterCard rules with which merchants must comply; but this information may be provided to you by Processor.
- d. The Bank is responsible for and must provide settlement funds to the merchant.
- e. The Bank is responsible for all funds held in reserve that are derived from settlement.
- f. The Bank is the ultimate authority should a merchant have any problems with Visa or MasterCard products (however, Processor also will assist you with any such problems).

Important Merchant Responsibilities:

- a. Ensure compliance with Cardholder data security and storage requirements.
- b. Maintain fraud and Chargebacks below Card Organization thresholds.
- c. Review and understand the terms of the Merchant Agreement.
- d. Comply with Card Organization Rules and applicable law and regulations.
- e. Retain a signed copy of this Disclosure Page.
- f. You may download "Visa Regulations" from Visa's website at: <http://usa.visa.com/merchants/merchant-support/international-operating-regulations.jsp>
- 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/merchanttopguide

CLIENT'S BUSINESS PRINCIPAL

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 Merchant Processing Application, Program Terms and Conditions [version BPay1804] consisting of 37 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.

Client understands that a copy of the Program Guide is also available for downloading from the Internet at: <http://www.bluepay.com/merchant-center>

NO ALTERATIONS OR STRIKE-OUTS TO THE PROGRAM TERMS AND CONDITIONS WILL BE ACCEPTED.

Signature

Title

Date

Please Print Name Of Signer