

MERCHANT APPLICATION



Merchant # _____

New Location Additional Location

4100 W. Royal Lane • Suite 150 • Irving, TX 75063

Tel: 800-944-1399 • Fax: 214-260-9320 • www.signapay.net

FD ISO#: SignalPay1610(ia)

► 1. Business Information Note: Failure to provide accurate information may result in a withholding of merchant funding per IRS regulations. (See Terms and Conditions for further information)

Legal Name (as it appears on your income tax return):			Name of Account (Doing Business As):		
Legal Address:			Physical Street Address (No P.O. Box):		
City:	State:	Zip:	City:	State:	Zip:
Phone # ()	Contact:		DBA Phone#: ()	Fax#: ()	
E-Mail Address:			Website Address: www.		
Must Choose One Mailing Address:			Retrievals & chargebacks <input type="checkbox"/> DBA Address <input type="checkbox"/> Legal Address Statements <input type="checkbox"/> DBA Address <input type="checkbox"/> Legal Address		
Federal Tax # (as it appears on your income tax return):		<input type="checkbox"/> I certify that I am a foreign entity/nonresident alien. (If checked, please attach IRS Form W-8)	# of Locations:	Years in Business:	Years Owned Business:
Place of Legal Formation:			Country of Primary Business Operations:		
Bank Reference:	Contact:	Phone #: ()	Name as it Appears on your Tax Return:		

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 Program Guide for further information)

► 2. Owners or Officers – Individual Ownership Must be Equal to or Greater than 50%

Name:	Title:	Date of Birth:	Applicant's SS #:	% Equity Ownership:
1.				
Residence Address:	City:	State:	Zip:	# Years:
US Government Issued ID#:	Type of ID:	Expiration Date:	Country of Citizenship (if not US):	Home Phone: ()
Name:	Title:	Date of Birth:	Applicant's SS #:	% Equity Ownership:
2.				
Residence Address:	City:	State:	Zip:	# Years:
US Government Issued ID#:	Type of ID:	Expiration Date:	Country of Citizenship (if not US):	Home Phone: ()

► 3. Business Profile

Type of Ownership:
 Sole Proprietor
 Assoc/Estates/Trusts
 Joint Venture
 Government
 Corporation (Privately Traded)
 Corporation (Publicly Traded)
 Medical or Legal Corp
 Partnership
 Tax Exempt Org
 Single Member LLC
 Multi Member LLC
 Civic Assoc
 Limited Partnership
 Political Org
 Other: _____

Type of Goods or Services Sold: _____ SIC Code: _____

Do you currently accept Discover®/Visa/MasterCard?
 Yes No
(If yes, you should submit 3 current months' statements.)

Name of Current Processor: _____
 Name of Previous Processor: _____
 Reason for Leaving:
 Rate Service Terminated Other: _____

Has Merchant or any associated principal disclosed below file bankruptcy or been subject to involuntary bankruptcy? Yes No Date: _____

Do you use any third party to store, process or transmit cardholder data? Yes No
 If Yes, give name/address: _____

► Sales Profile

Merchant Type:
 Retail
 Restaurant
 Lodging
 Service
 Internet
 Home Based
 Other

Discover/Visa/MasterCard Sales Profile (Be Accurate):	
Card Swipe	%
Manual Key Entry with Imprint, Card Present	%
Mail Order/Telephone	%
Internet	%
Total =	100%

Seasonal? No Yes
 High Volume Months Open: _____

► 4. Business Trade Suppliers – List Two

Name:	Address:	Contact:	Phone #: ()
Name:	Address:	Contact:	Phone #: ()

► 5. Merchant Site Survey Report – To Be Completed by Sales Representative

Merchant Location:
 Retail Location with Store Front
 Office Building
 Internet
 Residence
 Other _____

Area Zoned:
 Commercial
 Industrial
 Residential
 Square Footage:
 0-250
 251-500
 501-2,000
 2,001+

Further Comments by Inspector (Must Complete)

I hereby verify that this application has been fully completed by merchant applicant and that I have physically inspected the business premises of the merchant at this address and the information stated above is true and correct to the best of my knowledge and belief.

Verified and Inspected by: _____ Office #: _____ Representative #: _____ Representative Signature: _____ Date: _____
 X _____ X _____

▶ 6. Discover / Visa / Mastercard Standard Retail/High Risk Retail Rates

Merchant Chooses to accept the following: Tiered ERR Interchange + Pricing
 DISC/VS/MS (Other Cards) Discount Rate: _____ %
 DISC/VS/MC - Mid-Qual: _____ %
 DISC/VS/MC - Non-Qual: _____ %

Accept all MasterCard, Visa and Discover Network Transactions
(presumed, unless any selections below are checked)

<input type="checkbox"/> MasterCard	<input type="checkbox"/> Visa	<input type="checkbox"/> Discover Network
<input type="checkbox"/> MC Credit Transactions	<input type="checkbox"/> VS Credit Transactions	<input type="checkbox"/> DISC Credit Transactions
<input type="checkbox"/> MC Non-PIN Debit Trans.	<input type="checkbox"/> VS Non-PIN Debit Trans.	<input type="checkbox"/> DISC Non-PIN Debit Trans.
<input type="checkbox"/> Discount Collected	<input checked="" type="checkbox"/> Daily <input type="checkbox"/> Monthly	See Section 1.9 of the Program Guide for details regarding limited acceptance.
<input type="checkbox"/> Ach Detail	<input type="checkbox"/> Individual <input type="checkbox"/> Combined	

▶ 7. Fees

DISC/VS/MC Transaction Fee:	_____	Per Item
Non-Bankcard Transaction Fee:	_____	Per Item
Sales Transaction Fee:	_____	Per Item
Return Transaction Fee:	_____	Per Item
Statement Fee:	_____	Monthly
Monthly Minimum:	_____	Monthly
Electronic AVS	_____	Per Item
EBT Transaction Fee:	_____	Per Item
EBT Statement Fee:	_____	Monthly
Batch Fee:	_____	Per Batch
Chargeback Fee:	_____	Per Item
ACH Reject Fee:	_____	Per Item
Retrieval Fee:	_____	Per Item
Voice Authorization Fee:	_____	Per Cal
Gateway Access Fee:	_____	Monthly
Gateway Transaction Fee:	_____	Per Item
Annual Fee:	_____	Per Year
Government Compliance Fee:	_____	Monthly
TIN Mismatch Fee:	_____	Until Validated
Voice AVS Fee:	_____	Per Item
ARU Fee:	_____	Per Item
Wireless Fee:	_____	Monthly
PCI Annual Fee:	_____	Annual
PCI Non-Compliance Fee:	_____	Monthly until compliant
Early Termination Fee:	_____	Monthly until compliant

Other Fees	Start Mo/Yr.	Amount	Monthly
1. _____	_____	_____	_____
2. _____	_____	_____	_____

Wright Express: Other Item Rate \$ _____ Per Item
 Voyager: Qual _____ % Other Item Rate \$ _____ Per Item

Pin-Debit: Debit Transaction Fee Plus Network Fees _____ Volume Percent _____ %

Association Fees: The following Association Fees will be pass-through on all transactions. Visa Transaction Integrity Fee, Visa Risk ID, Visa Network Participation Fee (NPF), Visa NPF Card Present Surcharge, Visa NPF Card Not Present Surcharge, Visa Acquirer Processing Fee, Visa Misuse of Authorization Fee, Visa Zero Floor Limit Fee, Visa Int'l. Acquirer Fee, Visa Acquirer ISA Fee, MC Acquirer Support Fee, MC Cross Border Fee, MC Nat'l. Acquirer Brand Usage (NABU) Fee, MC Processing Integrity Fee, Discover Int'l. Processing Fee, Discover Int'l. Service Fee, Discover Data Usage Charge, Visa Processing Fee, MC Processing Fee, Visa BIN Fee, MC ICA Fee, MC License Fee, Visa Kilobyte Fee, Visa Kilobyte Fee Surcharge, MC Kilobyte Fee, MC Kilobyte Fee Surcharge.

▶ 8. American Express

American Express ESA/Pass Through*
 America Express Discount Rate _____ % Flat Per Transaction Fee \$ _____
 America Express Prepaid Discount Rate _____ % Flat Per Transaction Fee \$ _____
 America Express Monthly Fee*: **\$7.95** Flat Fee
 *American Express Monthly Flat Fee or Discount Rate may apply.

▶ 9. Debit/Credit Authorization – Include a voided check or bank letter verifying bank account information.

Merchant authorizes SignaPay, Ltd. ("Processor") or Wells Fargo Bank, N.A., ("Bank") to present Automated Clearing House credits, Automated Clearing House debits, wire transfers, or depository transfer checks to and from the following account and to and from any other account for which Processor or Bank are authorized to perform such functions under the Merchant Processing Agreement, for the purposes set forth in the Merchant Processing Agreement. This authorization extends to such entries in said account concerning lease, rental or purchase agreements for POS terminals and/or accompanying equipment and/or check guarantee fees and amounts due for supplies and materials. This Automated Clearing House authorization cannot be revoked until all Merchant obligations under this Agreement are satisfied, and Merchant gives SignaPay written notice or revocation.

DDA: _____ ABA Routing: _____

INVESTIGATIVE CONSUMER REPORT: An investigative or consumer report may be made in connection with application. MERCHANT authorized BANK or any of its agents to investigate the references provided or any other statements or data obtained from MERCHANT, from any of the undersigned individual credit or financial responsibility. You have a right, upon written request, to a complete and accurate disclosure of the nature and scope of the investigation requested.

Average MC/Visa/Discover Ticket Size: _____ **Average Annual MC/Visa Volume:** _____
Highest Ticket Amount: _____ **Average Annual Discover Volume:** _____

Each person certifies that the average ticket size and sales volume indicated is accurate and agrees that any transaction or monthly volume that exceeds either of the above amounts could result in delayed and/or withheld settlement of funds.

IMPORTANT NOTICE: All information contained in this application was completed, supplied and/or reviewed by the undersigned Merchant. Process shall not be responsible for any change in printed terms unless specifically agreed to in writing by an officer of Processor and/or Wells Fargo Bank, N.A., Walnut Creek, CA. By signing below you are agreeing to the provisions stated within this merchant application, on the reverse side (the Merchant Agreement) and acknowledge receipt of the merchant operating guide. Those provisions must be read before signing. By signing below, you agree to the terms on the front and back of the MERCHANT Processing Agreement and the merchant operating guide.

▶ 10. 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 SignaPay1607 (ia)] and Confirmation Page, which is part of this Merchant Processing Application (consisting of Sections 1-10), 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 the Merchant Processing Application and/or may leave a detailed voice message in the event the 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 hereby consents to receiving commercial electronic mail messages from us or our Affiliates 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 state in Section 9, Transaction Information section above, you are authorized to accept transactions in accordance with the percentages indicated in that section. Client authorized SignaPay 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 named in this Merchant Processing Application. Client authorizes SignaPay 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.

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 SignaPay 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 SignaPay and AXP and AXP agents and Affiliates to inform me directly, or inform the entity above, about the contents 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 am able to read and understand the English language. Please read the American Express Privacy Statement at <http://www.americanexpress.com/privacy> to learn more about how American Express protects your privacy and how American Express uses your information. I understand that I may opt out of marketing communications by visiting this website or contacting American Express at 1-(800)-528-5200. I understand that upon American Express's approval of the application, the entity will be provided with the Agreement and materials welcoming it to American Express's Card acceptance program.

Client authorizes SignaPay and Bank and their affiliates to debit Clients' 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 SignaPay and Bank.

Client's Business Principal/Officer:			
_____ Signature	_____ Title	_____ Signature	_____ Title
_____ Print Name of Signer	_____ Date	_____ Print Name of Signer	_____ Date

Personal Guarantee: The undersigned guarantees to SignaPay 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. SignaPay and bank shall not be required to first proceed against Client or enforce any other remedy before proceeding against the undersigned individual. 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, though enforcement may be sought subsequent to any termination.

Personal Guarantee			Accepted By SignaPay		
_____ Signature	_____ Print Name of Signer	_____ Date	_____ Signature	_____ Title	_____ Date
_____ Signature	_____ Print Name of Signer	_____ Date	Wells Fargo Bank, N.A., 1200 Montego Way, Walnut Creek, CA 94598		
			_____ Signature	_____ Title	_____ Date

PROCESSOR INFORMATION: Name: SignaPay
 Address: 4100 W. Royal Lane, Suite 150, Irving, Texas 75063
 URL: _____ Customer Service #: 866-597-5721

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
- g) You may download "MasterCard Regulations" from MasterCard's website at: <http://www.mastercard.com/us/merchant/support/rules/htm>

Print Client's Business Legal Name: _____

By its signature below, Client acknowledges that it has received the complete Program Guide [version SignaPay1504(ia)] consisting of 28 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.

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 _____

Equipment Order / Download Setup Form

Please fax to (214) 614-4623



Date: _____

Payment Type	
<input type="checkbox"/>	SALE
<input type="checkbox"/>	REPROGRAM
<input type="checkbox"/>	LEASE

Welcome Kit Instructions	
<input type="checkbox"/>	SHIP TO MERCHANT
<input type="checkbox"/>	SHIP TO AGENT
<input type="checkbox"/>	DO NOT SHIP

FOR INTERNAL USE ONLY					
<input type="checkbox"/>	INVENTORY	<input type="checkbox"/>	TPG	<input type="checkbox"/>	TASQ
<input type="checkbox"/>	CYNERGY	<input type="checkbox"/>	OTHER		

SalesOffice Information	
SALES / ISO OFFICE #:	
Sales Office Name:	
Sales Rep Name:	
Sales Rep #:	

Mechant and Shipping Information			
MID#:			
DBA NAME:			
SHIP TO ADDRESS:			
CITY:	STATE:	ZIP:	
TELEPHONE:	FAX:		

	Manufacturer	Model	QTY	Price
1				
2				
3				
4				
5				

Platform	
<input type="checkbox"/>	FIRST DATA <input type="checkbox"/> Omaha <input type="checkbox"/> North <input type="checkbox"/> Nashville <input type="checkbox"/> Buypass
<input type="checkbox"/>	TSYS
<input type="checkbox"/>	CYNERGY DATA <input type="checkbox"/> Paymentech <input type="checkbox"/> Tsys

Application Type	
<input type="checkbox"/>	RETAIL
<input type="checkbox"/>	RESTAURANT
<input type="checkbox"/>	LODGING
<input type="checkbox"/>	MOTO
<input type="checkbox"/>	SUPERMARKET
<input type="checkbox"/>	PETROLEUM (FIRST DATA ONLY)

Total Equipment Sale:	\$ _____
Leasing Options	
Monthly Lease Payment:	\$ _____ X _____ Months
Total Lease Amount:	\$ _____
Delivery Amount:	\$ _____
Taxes:	\$ _____
Grand Total	\$ _____

Connection Type	
<input type="checkbox"/>	DIAL
<input type="checkbox"/>	IP / HIGH SPEED INTERNET

Terminal Prompts	
<input type="checkbox"/>	FRAUD CONTROL
<input type="checkbox"/>	AVS
<input type="checkbox"/>	CVV2
<input type="checkbox"/>	TIP LINE
<input type="checkbox"/>	TIP PROMPT
<input type="checkbox"/>	SERVER PROMPT
<input type="checkbox"/>	INVOICE PROMPT

Debit/EBT	
<input type="checkbox"/>	DEBIT <input type="checkbox"/> INTERNAL <input type="checkbox"/> EXTERNAL
<input type="checkbox"/>	EBT FCS#

Batching Options	
<input type="checkbox"/>	AUTO BATCH TIME:
<input type="checkbox"/>	MANUAL BATCH

Software / Gateway (specify type)	
<input type="checkbox"/>	NEW
<input type="checkbox"/>	EXISTING

Delivery Method	Delivery Price
<input type="checkbox"/>	Ground (1 piece = \$15, 2 piece = \$20)
<input type="checkbox"/>	2nd Day Delivery (1 piece = \$25, 2 piece = \$30)
<input type="checkbox"/>	Overnight (1 piece = \$45, 2 piece = \$55)

Payment Method	
<input type="checkbox"/>	ACH from my Account ABA Routing #: _____ Account #: _____
<input type="checkbox"/>	Check Enclosed
<input type="checkbox"/>	Credit Card <input type="checkbox"/> Visa <input type="checkbox"/> Mastercard <input type="checkbox"/> AMEX <input type="checkbox"/> Discover Name on Card: _____ Card Number: _____ Expiration Date : ____ / ____ / ____ CVVS

(Print Name) _____

_____/_____/_____
(Signature) (Date)

Card Billing Address	
ADDRESS: _____	
CITY: _____	STATE: _____
ZIP: _____	

Special Instructions	