



2350 Kerner Boulevard, Suite 300
 San Rafael, CA 94901
 1-800-449-8012
 www.cpay.com

Merchant Account # _____ (Office Use Only)

Agent # _____ Sales Director _____

- New Setup
- Change of Ownership
- Add Location

Agent Initials

MERCHANT PROCESSING APPLICATION & AGREEMENT

GENERAL INFORMATION	Legal Business Name: (As it appears on the Voided Check)		Doing Business As Name (As it appears on the receipts):	
	Legal Address:		DBA Address: (Street Address other than PO Box)	
	City/County:	State/Zip:	City/County:	State/Zip:
	Legal Business Phone:	DBA Business Phone:	9-Digit Federal Tax ID (Required): <input type="checkbox"/> SSN <input type="checkbox"/> EIN	
	Contact Name:	Business Fax Number:	Business Open Date: (YYYY-MM-DD)	Mail Merchant Statements to: <input type="checkbox"/> Legal Address <input type="checkbox"/> DBA Address
	Business E-Mail: (Required)	Business Website:	Hours of Operation:	

BUSINESS INFORMATION	Retail Swiped % _____	Merchant Type: <input type="checkbox"/> Retail <input type="checkbox"/> Utility <input type="checkbox"/> Petroleum <input type="checkbox"/> Restaurant <input type="checkbox"/> Mail/Phone <input type="checkbox"/> Prof. Services <input type="checkbox"/> Retail w/ Tip <input type="checkbox"/> Internet <input type="checkbox"/> Convenience <input type="checkbox"/> Lodging <input type="checkbox"/> Public Sector <input type="checkbox"/> Quick Serve <input type="checkbox"/> Business to Business: B-2-B _____% B-2-C _____%	Type of Ownership: <input type="checkbox"/> Sole Prop. <input type="checkbox"/> Partnership <input type="checkbox"/> Tax Exempt <input type="checkbox"/> Corp. <input type="checkbox"/> Non-Profit <input type="checkbox"/> Trust/Estate/Assn. <input type="checkbox"/> LLC <input type="checkbox"/> Gov't. <input type="checkbox"/> Legal/Medical Corp. <input type="checkbox"/> Other (specify): _____		Business Location: <input type="checkbox"/> Store Front: <input type="checkbox"/> Office: <input type="checkbox"/> Home <input type="checkbox"/> Other (specify): _____	
	Retail Keyed % _____		Requested Monthly Sales Limit: \$ _____	Mail, Telephone or Internet Sales: Who performs product/service fulfillment? <input type="checkbox"/> Merchant <input type="checkbox"/> Vendor/Fulfillment House		Third Party Information: Name: _____ Address: _____ Phone: _____
	eCommerce % _____		Requested Highest Ticket: \$ _____	Vendor/Fulfillment House Information: Name: _____ Address: _____ Phone: _____		Software Used by Third Party: _____ Payment Application: _____ Does Merchant use third party to store, process or transmit cardholder data? <input type="checkbox"/> Yes <input type="checkbox"/> No
	Mail Order % _____		Average Ticket: \$ _____	Number of Days Until Product/Service is Delivered: _____ MasterCard/Visa/Discover sales transactions are settled: <input type="checkbox"/> Date of Order <input type="checkbox"/> Date of Shipment Delivery Method: _____		MCC/SIC: _____
	TOTAL % 100		Specific Type of Product(s)/Service(s) Sold: _____	Customer Return Policy: <input type="checkbox"/> Refund w/in 30 days <input type="checkbox"/> Exchange Only <input type="checkbox"/> None <input type="checkbox"/> Other (specify): _____		
			Is the Applicant currently accepting credit cards? (Provide previous processors statements) <input type="checkbox"/> Yes <input type="checkbox"/> No	Has Applicant ever had a previous credit card processor terminate its merchant account? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, by whom? _____		

FUNDS TRANSFER: In accordance with the terms set out in the Terms and Conditions, transfer funds will be made to/from the account set forth in the enclosed voided check or bank letter.

PRINCIPAL INFO	Principal #1 Name:	Social Security Number (Required):	% Ownership:	Date of Birth:	Title: OWNER
	Residential Address:	City:	State:	Zip:	Home Phone:
	Principal #2 Name:	Social Security Number (Required):	% Ownership:	Date of Birth:	Title:
	Residential Address:	City:	State:	Zip:	Home Phone:

REF.	Landlord:	Address:	Phone:	Contact:
	Trade:	Account #:	Phone:	Contact:

VISA DISCLOSURE	Member Bank Information First National Bank of Omaha 1620 Dodge Street Omaha, Nebraska 68197 800-853-9586		Important Member Bank Responsibilities 1. The Visa Member is the only entity approved to extend acceptance of VISA products to a Merchant 2. The Visa Member must be a principal (signer) to the Merchant Agreement 3. The Visa Member is responsible for educating Merchants on pertinent VISA Operating Regulations with which Merchants must comply. 4. The Visa Member is responsible for and must provide settlement funds to the Merchant. 5. The Visa Member is responsible for all funds held in reserve that are derived from settlement.	
	Merchant Information Merchant Name: _____ Merchant Address: _____ Authorized Signature: X _____ Authorized's Printed Name: _____		Important Merchant Responsibilities 1. Ensure compliance with cardholder data security and storage requirements 2. Maintain fraud and chargebacks below thresholds 3. Review and understand the terms of the Merchant Agreement. 4. Comply with VISA Operating Regulations.	
	<small>The responsibilities listed above do not supersede the terms of the MERCHANT Agreement and are provided to ensure the MERCHANT understands some important obligations of each party and that the Visa Member (Acquirer) is the ultimate authority should the MERCHANT have any problems.</small>			

SITE SURVEY	Date:	Type of Building:	Square Footage (approximate):	
	Did the agent meet with the business owner in person? <input type="checkbox"/> Yes <input type="checkbox"/> No	Does the interior of the business reflect the types of products or services sold? <input type="checkbox"/> Yes <input type="checkbox"/> No	Does the business have proper signage clearly indicating the DBA? <input type="checkbox"/> Yes <input type="checkbox"/> No	
	Under the penalty of perjury and accountability, I hereby certify I personally conducted this premises inspection described above and hereby certify that this business is legitimate and have verified the identification of the above listed principal(s): Sales Representative Signature: _____ Sales Representative Name: _____			

EQUIPMENT SETUP/ORDER FORM

SPOTON

Lease: \$ /Month Purchase: \$ FT Program Existing Terminal

The undersigned MERCHANT agrees to pay Shipping & Handling on the initial shipment of the designated FT equipment below. Upon request of termination of services prior to the completion of the 3-year INITIAL TERM, the undersigned MERCHANT agrees to return all provided equipment to Central Payment within thirty (30) days or will be subjected to the debit for the amount of \$695 as cost of provided terminal and \$200 for the cost of provided PINpad.



Merchant Signature

Date

Table with 3 columns: FT Equipment, e-Commerce/VT, Terminal Peripherals. Includes items like CPAY POS, PayHub, Verifone 1000SE PINpad, etc.

Conversion POS: Ver #: Tel: Reseller Contact: Email:

By choosing the option to "SWAP" the PINpad, the merchant is subject to a \$30 Encryption Fee. Central Payment will deploy a PINpad to the merchant with the Central Payment proprietary encryption that is compatible with the listed terminal.

Indicate the Terminal Profile you want for your equipment:

PROCESS VIA: (You must choose one) CARD TYPES: (Check all that apply) Visa, Mastercard and Discover Existing AMEX: PIN DEBIT (PINpad required) EBT: Cash Benefits

Table with 3 columns: Retail or Retail w/Tip, Restaurant, MOTO/eCommerce. Includes options like Invoice Numbers, Tipline, Manual Entry, etc.

How would you like your equipment shipped?

Table with 3 columns: SHIP TO, SHIP METHOD, ACTIVATE BY. Includes options like Sales Representative, Priority Overnight, Manual Entry, etc.

How did you hear about our services?

Business Name of Referral: Contact Name: Phone Number:

Special Instructions: For Central Payment use only.

SpotOn Only: 1st Two Campaigns/E-Mails FREE

All merchants are automatically enrolled in SpotOn Marketing.

Add a Tablet: \$250 Purchase \$25/month for 12 months

Ship To: Legal Address DBA Address (\$19.95 S&H Fee)

Pricing: (Begins on 3rd Campaign)

Table with 2 columns: Customer count, Price per unit. Includes rows for <500, >500, >2,000, >5,000, >10,000 customers.

Review Tracking +\$15/monthly

SpotOn Marketing dashboard lets you see and respond to your online reviews on top review sites like Yelp, Google, Trip Advisor, Facebook, City Search, OpenTable, Urbanspoon & Foursquare.

See Terms & Conditions in Welcome Package for details.

SpotOn + Loyalty Program

All the features of SpotOn with unlimited customers & Loyalty Program.

Pricing: SpotOn costs \$60 per month with a 12-month contract. Billing occurs monthly on the fifth business day of each month. Cancellation of service prior to fulfilling the 12-month agreement results in a penalty fee of the sum of monthly fees on remaining months of the contract.

Ship To: Legal Address DBA Address (\$19.95 S&H Fee)

E-Mail Address (Will serve as your Username)

Contact Number



Signature

Date

SPOTON & SPS-EFT ACH AUTHORIZATION

MERCHANT hereby authorizes SPOTON/SPS-EFT in accordance with this Service Agreement to initiate debit/credit entries to MERCHANT'S checking account, as indicated per the attached copy of a voided check from same.

SPS-EFT CHECK SERVICES PROGRAMS

Table with 3 columns: Conversion type, Discount Rate, Transaction Fee. Includes rows for Conversion with Guarantee, Conversion without Guarantee, Traditional.

Monthly Minimum: \$20.00 Service Fee: \$10.00

This Agreement includes all of the terms and conditions contained on the front and ATTACHED RECITALS of this Agreement. This Agreement has been executed on behalf of and by the authorized management of each party as of the DATE BELOW.



Merchant Initials:

Date:

GIFT CARD PROGRAM

Sign me up for my FREE gift card program.

Gift card processing is enabled for all merchants using compatible processing equipment.

To get started, go to giftcards.cpay.com to order your customized gift cards. When completing your order, enter the promo code "CPAYGIFT" to get your first 25 cards free.

<input type="checkbox"/> TIERED PRICING		<input type="checkbox"/> PASS-THROUGH PRICING		<input type="checkbox"/> AMEX OPT-BLUE™	
Check Card Rate:	%	IC +	%	Qualified Rate:	2.65%
Qualified Rate:	%	Transaction Fee:	¢	Non-Qualified Rate:	3.45%
Mid-Qualified Rate:		<input type="checkbox"/> PIN-DEBIT (PINpad Required)		Transaction Fee:	20¢
Qual. + 1.59%		Network Fee:	%	<i>* AMEX: +0.50% for Manual Entry</i>	
Non-Qualified Rate:		Transaction Fee:	¢	APPLICATION & SETUP FEE	
Qual. + 1.89%				\$195	
Transaction Fee:	¢				

Miscellaneous Fees:		If Applicable:	
Monthly Statement Fee	\$9.50	Monthly Gateway Fee	\$8.00 <i>Retail merchants pay an additional 4 cents per authorization.</i>
Monthly Minimum	\$25.00 <i>Definition: \$25.00 – (Total Discount Fees) = Amount Billed (if any)</i>	Monthly Per Terminal Wireless Fee	\$12.00
Per Batch Fee	25¢	Per Chargeback and Retrieval Fee	\$25.00

Most common causes for downgrades to Mid-Qualified are accepting Rewards cards. Most common causes for downgrades to Non-Qualified are accepting Manual Entry, Sale Amount (AMEX Opt-Blue), Business, Corporate, Commercial cards, or not settling within 24 hours.

The following fees will be passed through at Association's rate: Assessments, MasterCard Network Access Brand Usage Fee, Visa Network Acquirer Processing Fee, Visa International Acquirer Fee (including High Risk), Discover Data Usage Fee, MasterCard AVS Card Present Fee, MasterCard Account Status Fee, MasterCard AVS Card Not Present Fee, MasterCard Processing Integrity, Visa Debit Transaction Integrity, Visa Fixed Acquirer Network Fee, Discover Network Authorization Fee, MasterCard CVC2 Transaction Fee, All Other Applicable Association Fees.

A PCI Annual Compliance Fee of \$85 will be assessed to the merchant account. If Compliance requirements are not met within the first 2 months of the Agreement, a \$23.95 Monthly Non-Compliance fee will be charged to the merchant account, which includes automatic required enrollment to the Card Compromise Assistance Plan, until Compliance is achieved. After compliance is achieved, the Card Compromise Assistance Plan Monthly Fee of \$7.95 is optional.
Annual PCI Compliance Fee is billed January 15th of each calendar year. Merchants who have signed up less than 60 days from this date are exempt from the said fee for the year.

If MERCHANT is approved for this (3) year MERCHANT account, any cancellation by MERCHANT of this agreement within three (3) years from date of approval, or in the event that CPAY terminates the agreement pursuant to section 5.3 of the Terms & Conditions, the MERCHANT will be subject to the applicable Early Termination Fees (ETF) and MERCHANT will be charged a fee for such early termination equal to (i) \$550.00 if terminated before completion of the first year of the Term; or (ii) \$375 if terminated after completion of the first year of the INITIAL TERM but prior to the end of the second year; or (iii) \$300.00 if terminated after completion of the second year of the INITIAL TERM but prior to the end of the third year period of the INITIAL TERM. At the expiration of the INITIAL TERM, this AGREEMENT will automatically renew for successive two (2) year periods ("RENEWAL TERM") unless terminated as set out according to the TERMS & CONDITIONS. MERCHANT agrees that the ETF shall also be due to CPAY in accordance with this schedule if MERCHANT discontinues submitting SALES for processing during the INITIAL TERM or any RENEWAL TERM of the AGREEMENT. MERCHANT agrees that this fee is not a penalty, but rather a reasonable estimation of the actual damages CPAY would suffer if CPAY were to fail to receive the processing business for the then current term. Paragraph references and capitalized terms not defined in this paragraph are defined in the TERMS & CONDITIONS (@ www.cpay.com/terms).

MERCHANT has indicated which services it is requesting. MERCHANT agrees that BANK and Central Payment are not a party to any agreement for services from the following companies: American Express (See AMEX T&C @www.cpay.com/amexterms), Discover Network, Diners Club, Northern Leasing Systems, Inc., SPS-EFT, PayHub and/or SpotOn, Inc. and that any such agreements are strictly between MERCHANT and each individual company. MERCHANT must be approved by each company and each company may send its agreement to the address of MERCHANT indicated herein upon such approval. MERCHANT agrees to be bound by such company's agreement. DISCOVER: By signing below, Merchant, CPAY and TSYS Merchant Solutions, LLC ("TMS") agree to the terms of the TMS Discover Agreement and separately to the TMS American Express Agreement. TMS is not a party to the Merchant Transaction Processing Agreement.

CONTINUING PERSONAL GUARANTY PROVISION - PERSONAL GUARANTOR(S):

THIS general, absolute, and unconditional continuing Guaranty ("GUARANTY") by the undersigned (collectively "GUARANTOR" or "my" or "I" or "me"), is for the benefit of Central Payment Co., LLC/ or First National Bank of Omaha ("Collectively Guaranteed Parties"). For value received, and in consideration of the mutual undertakings contained in the Merchant Transaction Processing Agreement and allied agreements ("AGREEMENT") between Guaranteed Parties and ("MERCHANT") as set forth below, I absolutely and unconditionally guarantee the full performance of all MERCHANT'S obligations to Guaranteed Parties, together with all costs, expenses, and attorneys' fees incurred by Guaranteed Parties in connection with any actions, inactions, or defaults of MERCHANT. I waive any right to require Guaranteed Parties to proceed against other entities or MERCHANT. There are no conditions attached to the enforcement of this GUARANTY. I authorize Guaranteed Parties, its agents or assigns to make from time to time any personal credit or other inquiries and agree to provide, at Guaranteed Parties's request, financial statements and/or tax returns. I agree that this GUARANTY shall be governed and construed in accordance with the laws of the state of Nebraska, and that the courts of the state of Nebraska shall have and be vested with personal jurisdiction over me. This is a continuing GUARANTY and shall remain in effect until one hundred eighty (180) days after receipt by Guaranteed Parties of written notice by me terminating or modifying the same. The termination of the AGREEMENT or GUARANTY shall not release me from liability with respect to any obligations incurred before the effective date of termination. No termination of this GUARANTY shall be effected by any change in my legal status or any change in the relationship between MERCHANT and me. This GUARANTY shall bind and inure to the benefit of the personal representatives, heirs, administrators, successors and assigns of GUARANTOR and Guaranteed Parties.

SIGN HERE → _____
 Guarantor Signature Date Printed Name of Signer Title

BY THEIR EXECUTION BELOW THE UNDERSIGNED PARTIES AGREE TO ABIDE BY THE MERCHANT TRANSACTION PROCESSING AGREEMENT (THE "AGREEMENT"). THE AGREEMENT CONSISTS OF THE MERCHANT APPLICATION AND THE TERMS AND CONDITIONS (A SEPARATE ATTACHMENT HERETO), AND MERCHANT ACKNOWLEDGES IT HAS RECEIVED AND READ THE TERMS AND CONDITIONS AT THE TIME OF SIGNING. MERCHANT WARRANTS THAT THE INFORMATION PROVIDED ON THE MERCHANT APPLICATION IS COMPLETE AND ACCURATE. MERCHANT AUTHORIZES CPAY AND/OR BANK TO PROVIDE A COPY OF THIS MERCHANT APPLICATION TO ANY THIRD PARTY FOR THE SERVICES REQUESTED. MERCHANT, ITS SIGNING OFFICER, OWNER, PARTNER AND ANY PERSONAL GUARANTOR AUTHORIZE CPAY, BANK OR THEIR AGENTS OR ASSIGNS, TO MAKE FROM TIME TO TIME, BUSINESS OR PERSONAL CREDIT INQUIRIES AND OTHER INQUIRIES IN CONNECTION WITH THIS MERCHANT APPLICATION OR THE AGREEMENT. BY EXECUTING THIS MERCHANT APPLICATION, MERCHANT, ITS SIGNING OFFICER, OWNER, PARTNER AND ANY PERSONAL GUARANTOR ACKNOWLEDGE THAT CPAY AND/OR BANK HAS A LEGITIMATE BUSINESS NEED FOR THE INFORMATION CONTAINED IN ANY PERSONAL CREDIT REPORT THAT MAY BE OBTAINED IN CONNECTION WITH THIS MERCHANT APPLICATION OR THE AGREEMENT, AND THAT THIS APPLICATION IS A BUSINESS TRANSACTION THAT WAS INITIATED BY THE MERCHANT AND/OR ANY PERSONAL GUARANTOR IDENTIFIED ABOVE. IF APPLICABLE, MERCHANT AGREES BY ITS SIGNATURE BELOW TO THE AMERICAN EXPRESS OPTBLUE PROGRAM AGREEMENT. BANK IS NOT A PARTY TO THESE AGREEMENTS AND HAS NO OBLIGATION OR LIABILITY UNDER SUCH AGREEMENTS. IN WITNESS WHEREOF THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE EXECUTED BY THEIR DULY AUTHORIZED REPRESENTATIVES EFFECTIVE ON THE DATE SIGNED OR APPROVED BY BANK.

SIGN HERE → _____
 Principal #1 Signature Date Printed Name of Principal #1 Title

SIGN HERE → _____
 Principal #2 Signature Date Printed Name of Principal #2 Title

Approved & Accepted By _____ Date _____
 Central Payment, 2350 Kerner Blvd., Suite 300, San Rafael, CA 94901

Approved & Accepted By ("BANK") _____ Date _____
 First National Bank of Omaha, 1620 Dodge Street, Omaha, NE 68197

COMPLIANCE FORM FOR ALL MERCHANTS

The merchant application and Terms & Conditions (@ www.cpay.com/terms) attached hereto includes all terms of the service and/or agreement. If any other agreement was made between MERCHANT and Sales Representative, which such agreement shall not amend the Terms and Conditions in any way, it must be included in the "Special Instructions" area of the merchant agreement.

You understand the rates indicated in the Schedule of Fees section above, your Sales Representative proposed and understand the differences between the tiered pricing of Qualified, Mid-Qualified and Non-Qualified Fees.

INITIAL HERE → INITIALS: _____

INITIAL HERE → INITIALS: _____