

# MERCHANT PROCESSING APPLICATION

**PLEASE PRINT LEGIBLY AND FILL OUT COMPLETELY**

.....D'C"6 cl " ( &

"Tel: (8\$\$) ) ( -{ +++

Representative Name \_\_\_\_\_ # \_\_\_\_\_ Sales Office # \_\_\_\_\_ Phone # \_\_\_\_\_

<b>GENERAL INFORMATION</b>	Merchant's Legal Business Name: (for Sole Proprietorships, enter Principal's name)		Doing Business As Name:		
	Federal Tax ID Number (TIN) / Employer Identification Number (EIN):		Social Security Number (SSN): (for Sole Proprietorships only)		
	Important Notice: Failure to provide accurate Legal Business Name, TIN, EIN and/or SSN may result in a withholding of merchant funding per IRS regulations. See Part III A.3 of the Merchant Services Program Guide for further information.				
	Business Address: (no P.O. Boxes)		City/State/Zip:	County:	How Long:
<b>BUSINESS INFORMATION</b>	Mailing Address:		City/State/Zip:		
	Business Phone:		Customer Service Phone:	Business Fax:	
	Contact Name:	# of Locations:	# of Employees:	Time in Business:	Business Hours:
	Business E-Mail:		Business Website: <input type="checkbox"/> Yes (provide website address below) <input type="checkbox"/> No Website		
	Retail Swiped % _____	Merchant Type:		Type of Ownership:	
	Retail Keyed % _____	<input type="checkbox"/> Retail <input type="checkbox"/> Restaurant <input type="checkbox"/> Utility		<input type="checkbox"/> Sole Prop. <input type="checkbox"/> Partnership <input type="checkbox"/> Tax Exempt	
	Internet % _____	<input type="checkbox"/> Retail w/ Tip <input type="checkbox"/> Lodging <input type="checkbox"/> Petroleum		<input type="checkbox"/> Corp. <input type="checkbox"/> Non-Profit <input type="checkbox"/> Trust/Estate/Assn.	
	Mail Order % _____	<input type="checkbox"/> Mail/Phone <input type="checkbox"/> Fast Food <input type="checkbox"/> Convenience		<input type="checkbox"/> LLC <input type="checkbox"/> Gov't. <input type="checkbox"/> Legal/Medical Corp.	
	TOTAL % _____ 100	<input type="checkbox"/> Internet <input type="checkbox"/> QSR <input type="checkbox"/> Public Sector		<input type="checkbox"/> Other (specify): _____	
	<input type="checkbox"/> Business to Business: B-2-B _____% B-2-C _____%		Business Location:		
Methods of Marketing: (attach examples)		Mail, Telephone or Internet Sales:		Does Merchant use third party to store, process or transmit cardholder data? <input type="checkbox"/> Yes <input type="checkbox"/> No	
<input type="checkbox"/> Newspaper <input type="checkbox"/> Magazine / Catalog <input type="checkbox"/> Internet		Who performs product/service fulfillment?		Third Party Information:	
<input type="checkbox"/> Direct Mail <input type="checkbox"/> Yellow Pages		<input type="checkbox"/> Merchant <input type="checkbox"/> Vendor/Fulfillment House		Name: _____	
<input type="checkbox"/> TV / Radio <input type="checkbox"/> Outbound Telemarketing		Vendor/Fulfillment House Information:		Address: _____	
Specific Type of Product(s)/Service(s) Sold:		Name: _____		Phone: _____	
Address: _____		Software Used by Third Party: _____			
Phone: _____					
<input type="checkbox"/> Seasonal Merchant		Customer Return Policy:		Number of Days Until Product/Service is Delivered: _____	
Months Merchant will process: _____		<input type="checkbox"/> Refund w/in 30 days <input type="checkbox"/> Exchange Only <input type="checkbox"/> None		MasterCard®/Visa®/Discover®/American Express® sales transactions are settled: <input type="checkbox"/> Date of Order <input type="checkbox"/> Date of Shipment <input type="checkbox"/> Other (specify): _____	
<input type="checkbox"/> Other (specify): _____					
<b>PROCESSING HISTORY</b>	Has Applicant ever accepted credit cards before? <input type="checkbox"/> Yes <input type="checkbox"/> No		Has Applicant ever had a previous credit card processor terminate its merchant account?		
	If Yes, who was your processor?		<input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, by whom? _____		
	Former Merchant Number(s):		Explanation for prior closure (attach additional pages if necessary): _____		
<b>PRINCIPAL 1</b>	Name:		Social Security Number:	% Ownership:	Title:
	Residential Address: <input type="checkbox"/> Own <input type="checkbox"/> Rent		City:	State:	Zip:
	How Long at This Address?	Home Phone:	Date of Birth:	Drivers License Number / State:	
<b>PRINCIPAL 2</b>	Name:		Social Security Number:	% Ownership:	Title:
	Residential Address: <input type="checkbox"/> Own <input type="checkbox"/> Rent		City:	State:	Zip:
	How Long at This Address?	Home Phone:	Date of Birth:	Drivers License Number / State:	
<b>EQUIPMENT</b>	<input type="checkbox"/> VeriFone <input type="checkbox"/> Hypercom <input type="checkbox"/> Nurit <input type="checkbox"/> Other : _____		<input type="checkbox"/> Printer	<input type="checkbox"/> PIN Pad	<input type="checkbox"/> Check Reader
	Model: _____		Model: _____	Model: _____	Model: _____
	<input type="checkbox"/> Reprogram				
	Additional Terminals:				
	Wireless:	Phone Code for Dial Out:	Terminal Automatic Close:	Front-end:	<input type="checkbox"/> Payment Gateway: _____
	<input type="checkbox"/> GPRS	<input type="checkbox"/> None	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Omaha <input type="checkbox"/> North	Shopping Cart: _____
	<input type="checkbox"/> CDMA	<input type="checkbox"/> "8"	Time: _____ <input type="checkbox"/> AM <input type="checkbox"/> PM	<input type="checkbox"/> Nashville <input type="checkbox"/> Buypass	<input type="checkbox"/> Software: _____
		<input type="checkbox"/> "9"	Time Zone: <input type="checkbox"/> Pacific <input type="checkbox"/> Mountain	<input type="checkbox"/> Other: _____	Software Version: _____
		Other: " _____ "	<input type="checkbox"/> Central <input type="checkbox"/> Eastern		
	Download:		<input type="checkbox"/> Multi-Merchant / Main MID: _____		
Tips: <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes: <input type="checkbox"/> Counter Tip (Before Sale) <input type="checkbox"/> Restaurant Tip (After Sale)		<input type="checkbox"/> Ethernet/IP File Required			
Mobile Device Carrier*:		Cell Phone Number*:		* Information required in order to setup mobile device processing services.	
Manufacturer*:		Model*:			

<b>SCHEDULE OF FEES / PROCESSING LIMITS (TO BE COMPLETED BY SALES REPRESENTATIVE)</b>	MCC/SIC: _____	Application Fee: \$ _____	VISA / MC / Discover / American Express Transaction Fee: \$ 0. _____ per transaction	ACH Return Item Fee: \$25.00 each
	Monthly Sales Processing Limit: \$ _____	Statement/Admin Fee: \$ _____ per month	EBT Fee: \$ 0. _____ per transaction	ACH Change Fee: \$25.00 each
	Average Ticket: \$ _____		WEX / Voyager Transaction Fee: \$ 0. _____ per transaction	Retrieval Request: \$15.00 each
	High Ticket: \$ _____	<input type="checkbox"/> Plus Dues and Assessments		Chargebacks: \$25.00 each
	Monthly Minimum Discount Fee: \$ _____			High Risk Fee: 0.25%
	<b>Offline-Debit Discount Fees:</b>	Debit Card Fees:	AVS: \$ 0. _____ per inquiry	Early Termination Fee: Please refer to Page 3 of this Merchant Processing Application.
	Qualified Fee: _____%	Access Fee: \$ _____ per month	Batch Header: \$ 0. _____ per batch	
	Mid-Qualified Fee: Qualified + _____%	Transaction Fee: \$0. _____ per transaction + network fees	Voice Auth/AVS: \$ _____ each	
	Non-Qualified Fee: Qualified + _____%		Reserve Account Maintenance Fee: \$2.50 per month	
	<b>Credit Card Discount Fees:</b>	Interchange + _____% + Dues and Assessments	Annual Fee:	A PCI compliance/data security fee, a PCI Non-Action Fee, and a Regulatory Fee will be assessed on a monthly basis. Please refer to Page 3 of this Merchant Processing Application.
Qualified Fee: _____%	Offline-Debit Qualified Fee: _____%	Retail Merchants: \$ _____		
Mid-Qualified Fee: Qualified + _____%	Credit Card Qualified Fee: _____%	Non-Retail Merchants: \$ _____		
Non-Qualified Fee: Qualified + _____%	Enhance Recovery Reduced Rate: _____%			
Offline-Debit and Credit Card Discount Fees disclosed apply to VISA, MasterCard and Discover transactions.	Applies to Non-qualified VISA, MasterCard and Discover Offline-Debit and/or Credit Card Transactions; see Paragraphs 1.9.3 and 18.1 of the Merchant Services Program Guide.			
The following fees will be passed through to merchant if applicable: VISA ACQ ISA, APF, Misuse of Auth, NPF/FANF (refer to Network Fee Billing Tables in Merchant Services Program Guide), Zero Floor Limit, Transaction Integrity Fee, and Int'l Acquiring Fees; MasterCard Acquirer Support, Cross Border, Reversal Integrity, and NABU Fees; and Discover Data Usage, Int'l Processing and Service Fees.				

Comments: \_\_\_\_\_

ADDED SERVICE ENROLLMENT			
<input type="checkbox"/> Debit Card Services	<input type="checkbox"/> Electronic Benefits Transfer (EBT) EBT/FNS# _____	<input type="checkbox"/> WEX / Voyager	
<input type="checkbox"/> Check Services	<input type="checkbox"/> Gift Card Services	<input type="checkbox"/> Lease Services	
CARD ACCEPTANCE			
Accept all MasterCard, Visa, and Discover Transactions (presumed, unless any selections below are checked)			
MasterCard Acceptance: <input type="checkbox"/> Accept MC Credit transactions only <input type="checkbox"/> Accept MC Non-PIN Debit transactions only	Visa Acceptance: <input type="checkbox"/> Accept Visa Credit transactions only <input type="checkbox"/> Accept Visa Non-PIN Debit transactions only	Discover Acceptance: <input type="checkbox"/> Accept Discover Credit transactions only <input type="checkbox"/> Accept Discover Non-PIN Debit transactions only	
See Paragraph 1.9 of the Merchant Services' Program Guide for details regarding limited acceptance.			
AMERICAN EXPRESS® CARD ACCEPTANCE			
Existing American Express (AXP) Merchant Number (if applicable): _____		Service Requested: <input type="checkbox"/> AXP Direct <input type="checkbox"/> AXP OnePoint®	
<input type="checkbox"/> Discount Rate: _____ %** <b>or</b> <input type="checkbox"/> Monthly Flat Fee: \$7.95 (AXP Direct only)		Est. Annual Volume: \$ _____ Est. Average Tkt: \$ _____	
Transaction Fees: Retail* = + \$0.10 per transaction; Restaurant* = + \$0.05 per transaction; B2B and Services, Wholesale & All Other = + \$0.15 per transaction		<input type="checkbox"/> Monthly Gross Pay <input type="checkbox"/> Daily Gross Pay	
*0.30% downgrade will be charged for transactions whenever a Card Not Present (CNP) Charge occurs. CNP means a Charge for which the Card is not presented at the point of purchase (e.g., Charges by mail, telephone, fax or the Internet).		Pay Frequency (for AXP Direct only): <input type="checkbox"/> 3 Day <input type="checkbox"/> 15 Day <input type="checkbox"/> 30 Day	
**Prepaid/Gift Card transactions are assessed a Discount Rate of 1.95% for all industry types except for Supermarkets. Supermarkets are assessed a \$0.20 Transaction Fee. An Inbound fee of .40% will be applied to any Charge made using a Card issued by an issuer located outside of the United States with the exception of Prepaid/Gift Cards.			
Upon approval by AXP, approval will be for standard program serviced by AXP (AXP Direct) or for full-service program supported by Merchant Service Provider (AXP OnePoint®). Fees disclosed above will be billed by AXP if merchant is under standard program.			Merchant Initials _____

**\*\*\*IMPORTANT - COMPLETE THE FOLLOWING SECTION AND INCLUDE A VOIDED BUSINESS CHECK FROM ACCOUNT\*\*\***

<b>BANK INFORMATION</b>	Bank Name: _____	Bank Address: _____	City: _____	State: _____	Zip: _____
	Branch: _____	Bank Phone: _____	Contact Name: _____		
	Transit # (ABA Routing): _____		Account # (DDA): _____		

MERCHANT SITE SURVEY *Photograph of business location (interior & exterior) are required. (Completed by Sales Representative)		
Date: _____	Type of Building: _____	Square Footage (approximate): _____
Inspector's Comments: _____		
I have verified the identification of the above listed principal(s):  Sales Representative Signature: _____		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. Inspector's Signature: _____

The undersigned, and each of them, if more than one, acknowledge(s) and agree(s) that this Merchant Processing Application ("Application") is to obtain payment settlement services offered by Wells Fargo Bank, N.A. ("Bank"), a member of Visa USA, Inc. ("Visa") and MasterCard International, Inc. ("MasterCard") for Merchant. In order for Merchant to obtain the payment services described in this Application and as may be selected by Merchant (collectively and individually, as applicable, the "Payment Services"), Merchant must agree to and accept the terms and conditions under which Bank and iPayment and its Affiliates (collectively, "Servicers" or "we" or "us") will agree to provide them. Discover is not a bank card network. Bank is not a sponsor of Discover transactions under this Agreement (as defined below) and is not a party to this Agreement insofar as it relates to Discover transactions. The provisions of this Agreement regarding Discover constitute an agreement solely between Merchant and iPayment. This Agreement applies also to Additional Services (also as defined below), provided that this Agreement constitutes an Agreement solely between Merchant and iPayment and Bank is not a party to the Agreement insofar as it relates to Additional Services.

By signing below, Merchant (and each individual undersigned) hereby acknowledges and confirms that: a.) The terms and conditions that Merchant must agree to and accept to obtain the Services include the terms of this Application together with all terms contained in the Merchant Services Program Guide ("Program Guide"), including any information or terms that are incorporated by reference in the Program Guide, and together contain the terms and conditions of the agreement for the Services (collectively, the "Agreement"); b.) Merchant and the undersigned understand that certain terms used in the Agreement (including this Application) are fully defined in the Program Guide; that Merchant and the

undersigned received and reviewed this Agreement including all the documents and information which are incorporated herein by reference (including the Program Guide which is also available for viewing and/or downloading from the Internet at: <http://www.ipaymentinc.com/merchant-services/guides-forms.html>); that the Agreement sets out the terms and conditions under which Merchant may utilize the Services; and that Merchant has an obligation to promptly contact iPayment and/or the Bank regarding any questions pertaining to any portion of this Agreement; c.) the undersigned have the authority to bind Merchant such that, upon acceptance of this Agreement, it becomes a legally binding contract enforceable against Merchant and, with respect to certain provisions, the individual(s) executing this Agreement on behalf of Merchant who is/are making certain representations and promises in his, her or their personal capacity.

By signing below, the undersigned individually and on behalf of Merchant warrant and certify that all information submitted under the Agreement (including the Application) is true, correct, and complete and understands that Bank and iPayment will be relying on such information during the approval process, including in setting the applicable fees, rates, limits and all other terms and conditions. The undersigned hereby authorize Bank and/or iPayment and their Affiliates to obtain from third parties financial and credit information relating to Merchant (and each individual) in connection with their determination of whether to accept this Agreement and hereby grants Bank and/or iPayment and their Affiliates continuing authority to conduct credit checks and background investigations and inquiries concerning each of the undersigned including, but not limited to, financial, character and business references and Merchant's owner(s) (if Merchant is an entity). Each of the undersigned expressly authorizes Bank and/or iPayment and their Affiliates to request and obtain from Consumer Reporting Agencies (Bureaus) consumer and business reports. The undersigned furthermore agree that all references, including banks and Consumer Reporting Agencies, may release any and all personal and business credit and financial information to Bank and/or iPayment and their Affiliates. The undersigned further acknowledge and agree that Merchant will not use any 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.

To help the government fight the funding of terrorism and money laundering activities, U.S. Federal law requires financial institutions to obtain, verify, and record certain identifying information from any business or individual seeking to open a new account. We are required to obtain this information no matter how the account is opened (e.g., by mail, phone, in-person, or online). We may ask to see your driver's license or other identifying documents. The information requested or obtained by us may include: name; address (residence for individuals and place of business for non-individuals); date of birth (for individuals); US taxpayer identification number for US citizens or companies (for individuals this is usually a Social Security number); or other forms of government issued identification (for example, a passport or alien identification card) for non-US citizens.

By signing below, Merchant and the undersigned agree, understand and acknowledge that: a.) The Agreement will not take effect unless and until Merchant has been approved by Bank and iPayment and Merchant is assigned and issued a Merchant Account Number; b.) Any alteration, strikeover, or modification to the preprinted text of this Application or any part of the Agreement shall be of no effect whatsoever and at Bank's and iPayment's discretion may render the Agreement invalid; c.) Merchant must select and indicate the category of "Cards" it will accept on the Application, which will collectively be referred to as "Cards". Merchant acknowledges and agrees that Merchant will be furnished with the Payment Services and products described and selected by Merchant in the Application and that Servicers will be the sole and exclusive provider of the Payment Services to Merchant during the term of this Agreement; d.) If Merchant is approved, any cancellation by Merchant of this Agreement with respect to Payment Services within three (3) years from the date of approval or any termination by Servicers as to Payment Services due to an Event of Default by Merchant, will be subject to payment of the applicable early termination fees for each Merchant Account and Merchant will be charged a fee for such early termination equal to (i) \$350.00 for each Merchant Account if terminated before completion of the first year of the Term; or (ii) \$250.00 for each Merchant Account if terminated after completion of the first year of the Term but prior to the end of the third year of the Term (See Section 23.1 of the Agreement - Program Guide). A \$9.99 PCI Compliance Fee will be assessed to each Merchant Account monthly. A \$30.00 PCI Non-Action Fee will be assessed to each Merchant Account monthly for not taking action to complete their required PCI compliance requirements. A \$4.95 monthly Regulatory Fee will be assessed to each Merchant Account.

If information is provided in the "American Express® Card Acceptance" section of the Application, then the following shall apply: By signing below, Merchant represents that Merchant has read and is authorized to sign and submit this Application for the above entity which agrees to be bound by the American Express® Card Acceptance Agreement ("AXP Agreement"), and that all information provided herein is true, complete, and accurate. Merchant authorizes iPayment 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 Merchant 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. Merchant authorizes and directs iPayment and AXP and AXP agents and Affiliates to inform Merchant directly, or through the entity above, of reports about Merchant that they have requested from consumer reporting agencies. Such information will include the name and address of the agency furnishing the report. Merchant also authorizes AXP to use the reports from consumer reporting agencies for marketing and administrative purposes. Merchant understands that upon AXP's approval of the Application, the entity will be sent the AXP Agreement and materials welcoming it, either to AXP's program for iPayment to perform services for AXP or in AXP's standard Card acceptance program which has different servicing terms (e.g. different speeds of pay). Merchant understands that if the entity does not qualify for the iPayment servicing program, then the entity may be enrolled in AXP's standard Card acceptance program, and the entity may terminate the AXP Agreement. By accepting the American Express Card for the purchase of goods and/or services, or otherwise indicating its intention to be bound, the entity agrees to be bound by the AXP Agreement.

If Merchant has selected (by checking the appropriate box on the Application) to receive products and/or services offered under one or more of the Third Party Agreements referenced in the Program Guide, the undersigned individually and on behalf of Merchant hereby acknowledge and agree that the executed signature page of the Application shall also serve as a signature page for each of the respective Third Party Agreement(s) and further acknowledge that the Third Parties are relying upon the information contained on the Application all of which are incorporated by reference into the Third Party Agreements. Merchant authorizes iPayment and Bank and their Affiliates to share and exchange the information on the Application with the Third Parties and service vendors that may be engaged to provide Additional Services (as defined below) and to provide a copy of the executed signature page to the respective Third Party or service vendors, if requested.

**Notice: Merchant may be enrolled in Additional Services as described in the Program Guide, for which applicable fees will be incurred. Merchant may cancel Additional Services during the thirty (30) day period following notice of enrollment from iPayment and avoid fees for such Additional Services by calling toll free 1-800-736-9638 or by following other procedures described in the Program Guide. Merchant acknowledges and agrees that Additional Services are subject to the Agreement including the Program Guide and documents referenced therein. The provisions of the Agreement regarding Additional Services constitute an agreement solely between Merchant and iPayment.**

Merchant specifically authorizes iPayment and its Affiliates to collect fees and other charges applicable to Additional Services from Merchant's Settlement Account in accordance with their respective fee schedules as amended from time to time by iPayment pursuant to the ACH Authorization set forth below. The undersigned agree that the signature page of the Application shall also serve as the signature for the Agreement as applicable to Additional Services, including fees and charges. Merchant consents to accept electronic communications and acknowledge that Merchant's electronic signature is valid and enforceable in connection with all Services, including Payment Services and Additional Services, in accordance with the E-Sign Authorization provisions in the Program Guide. The undersigned agree to the Arbitration and Waiver provisions of the Agreement set forth in the Program Guide, which apply only to disputes between undersigned and/or Merchant and iPayment.

**ACH Authorization:** Through execution below, Merchant authorizes us to debit the Settlement Account specified herein as needed to satisfy all charges for the Payment Services and Additional Services described herein, including the Electronic Funding Authorization provisions of the Program Guide. Merchant consents to debits by us to the Settlement Account (a) for fees and charges for Payment Services pursuant to Section 18 of the Program Guide; and (b) for Additional Services in an amount ranging from \$0.00 to \$100.00, which Merchant agrees represents an acceptable range for the applicable Additional Services. Should the monthly fee and debit to the Settlement Account for Additional Services exceed this range for any reason, iPayment will provide Merchant with at least ten (10) days prior notice of such varying amount before the scheduled date of payment transfer from the Settlement Account. With respect to Additional Services, Merchant has the right to stop payment of these preauthorized transfers at any time with prior written or oral notice to iPayment. Should Merchant provide oral notice, written notice must follow and be provided to iPayment within fourteen (14) days for any oral stop-order to be valid and effective.

Merchant certifies, under penalties of perjury, that the federal taxpayer identification number and corresponding legal business name provided herein are correct and are those used by Merchant in filing all federal, state and local tax returns.

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement (including the Application) on behalf of the Merchant identified above as of the date(s) indicated below, and hereby confirm that Merchant has received a complete copy of the entire Agreement, including a completed copy of this Application, consisting of pages one (1) through four (4), together with a copy of the Program Guide (Revision 0212.1).

\_\_\_\_\_  
Applicant/Merchant Legal Name

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

APPROVED/ACCEPTED:

By: \_\_\_\_\_ Date: \_\_\_\_\_

Wells Fargo Bank, N.A. 1200 Montego Way, Walnut Creek, CA 94598

\_\_\_\_\_  
Applicant/Merchant DBA Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

APPROVED/ACCEPTED:

By: \_\_\_\_\_ Date: \_\_\_\_\_

iPayment, Inc. P.O. Box 3429, Thousand Oaks, CA 91359

**CONTINUING PERSONAL GUARANTY PROVISION - PERSONAL GUARANTOR(S):**

Each signer below ("You" or "Your") agrees as follows. You, in Your individual capacity (even though You use a title or other designation with Your signature) unconditionally guarantee and promise to pay to Wells Fargo Bank and iPayment all indebtedness of the Applicant at any time arising under or relating to the Agreement, including the related application and any related agreements or instruments, and any First Data Lease if applicable as well as any extensions, modifications, or renewals thereof. You authorize Wells Fargo Bank and/or its agent(s) and iPayment to investigate the individual business history of Applicant and each representative signing the Agreement, including Yourself, including investigative credit reports, in order to evaluate acceptability into the Wells Fargo Merchant Services Merchant Program and if accepted, to conduct further investigations from time to time thereafter and to report credit information to others. The obligations hereunder are joint and several and independent of the obligations of the Applicant, and a separate action or actions may be brought and prosecuted against You whether action is brought against Applicant or any other person, or whether the Applicant or any other person is joined in any such action or actions. You acknowledge that this guaranty is absolute and unconditional, there are no conditions precedent to the effectiveness of this guaranty, and this guaranty is in full force and effect and is binding on You in Your individual capacity as of the date you sign this Application, regardless of whether Wells Fargo Bank and/or iPayment obtains collateral or any guaranties from others or takes any other action contemplated by You. As guarantor, You waive (i) presentment, demand, protest, notice of protest, and notice of nonpayment; (ii) any defense arising by reason of any defense of the Applicant or other guarantor; and (iii) the right to require Wells Fargo Bank or iPayment to proceed against Applicant or any other guarantor, to pursue any remedy in connection with the guaranteed indebtedness, or to notify You as guarantor of any additional indebtedness incurred by the Applicant, or of any changes in the Applicant's financial condition. You also authorize Wells Fargo Bank and iPayment, without notice or consent, to (a) extend, modify, compromise, accelerate, renew, or otherwise change the terms of the guaranteed indebtedness; (b) proceed against one or more guarantors without proceeding against the Applicant or another guarantor; and (c) release or substitute any part to the indebtedness or this guaranty.

You represent and warrant to Wells Fargo Bank and iPayment that: (a) neither Wells Fargo Bank nor iPayment has made any representation to You as to the creditworthiness of the Applicant; and (b) You have established adequate means of obtaining from the Applicant on a continuing basis financial and other information pertaining to Applicant's financial condition. You agree to keep adequately informed from such means of any facts, events or circumstances which might in any way affect Your risks hereunder, and You further agree that Wells Fargo Bank and iPayment shall have no obligation to disclose to You any information or material about the Applicant which is acquired by Wells Fargo Bank and iPayment in any manner.

You acknowledge and agree that until all obligations subject to this guaranty shall have been paid in full, You shall have no right of subrogation, and You waive any right to enforce any remedy which Wells Fargo Bank and iPayment now has or may hereafter have against the Applicant or any other person, and waive any benefit of, or any right to participate in, any security now or hereafter held by Wells Fargo Bank or iPayment. You agree that this guaranty will be governed by California law; and shall benefit Wells Fargo Bank, iPayment and their respective successors and assigns.

You understand that this is a Guaranty of payment and not of collection and that Wells Fargo Bank, N.A., Wells Fargo Merchant Services, L.L.C., and iPayment are relying on this Guaranty in entering into the Agreement.

_____	, An Individual	_____	_____
Signature		Print Name	Date
_____	, An Individual	_____	_____
Signature		Print Name	Date

**CONFIRMATION PAGE**

**SERVICER INFORMATION:**                   **Century Payments / iPayment, Inc.**  
P.O. Box 3429, Thousand Oaks, CA 91359  
[www.ipaymentinc.com](http://www.ipaymentinc.com)  
Customer Service Number: (800) 554-4777  
Fax Number: (818) 540-6712

**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) 746-4172

**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 Servicers or Processor.
- (d) The Bank is responsible for and must provide settlement funds to the Merchant.
- (e) The Bank is responsible for all funds held in reserve that are derived from settlement.

**Important Merchant Responsibilities:**

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

**Print Merchant's Business Legal Name:** \_\_\_\_\_

**By its signature below, Merchant acknowledges that is has received the complete Program Guide (Revision 0212.1) consisting of 57 pages (including this confirmation).**

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

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

**Merchant's Business Principal:**

**Signature** (Please sign below):

X _____	_____	_____	_____
	Title		Date

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