



Merchant Application

FOR MERCURY PAYMENT SYSTEMS CREDIT CARD PROCESSING SERVICES

Business Information	
Merchant's DBA/Outlet Name:	Merchant's Legal Name: <i>with IRS, cannot write "SAME"</i>
Address:	Address:
City, State, Zip:	City, State, Zip:
Phone:	Phone:
Fax:	Fax:
Contact Name at this Address:	Contact Name at this Address:
E-mail:	Email:
Bank Account to be used for Credit Card Processing Services:	
Financial Institution 9 Digit Routing Number	DDA/Checking Account Number
Merchant Profile	
Business Type: <input type="radio"/> Sole Proprietorship <input type="radio"/> Partnership <input type="radio"/> Professional <input type="radio"/> Corporation <input type="radio"/> LLC <input checked="" type="radio"/> Tax Exempt Organization 501C <input type="radio"/> Other	Does merchant accept transaction before the customer receives product or service? <input checked="" type="radio"/> Yes <input type="radio"/> No % of sales in this category: <input type="text" value="50"/>
Type of Goods or Services Sold: <input type="text" value="Donations"/>	Does merchant offer warranties, dues, subscriptions, memberships or other extended services? <input checked="" type="radio"/> Yes <input type="radio"/> No Duration of extended service or benefit (weeks): <input type="text" value="52"/> <i>estimate</i>
SIC Code: <input type="text"/>	Annual Visa/MC/ Discover sales (\$): \$ <input type="text"/>
Years in business under current ownership: <input type="text"/>	Average Ticket (\$): \$ <input type="text"/>
Federal Tax ID #: <input type="text"/>	Total Visa/MC/ Discover Sales (multiple locations only) (\$): \$ <input type="text"/>
Do you currently accept Visa/MasterCard/Discover? <input checked="" type="radio"/> Yes <input type="radio"/> No	EBT Merchant FNS #: <input type="text"/>
American Express Merchant SE#: <input type="text"/>	
Does the Merchant use a Fulfillment House? <input type="radio"/> Yes <input checked="" type="radio"/> No If yes, was Fulfillment House inspected? <input type="radio"/> Yes <input type="radio"/> No	
The above sales volumes and average ticket \$ representations are integral and a condition to the fees, charges and discounts set forth in the below fee schedule. If your actual sales volumes or average ticket \$ are different than the sales volumes or average ticket \$ represented above, you understand and agree that your fees and/or charges may be changed.	
Visa/MasterCard/Discover Information	
Market Type: <input type="radio"/> Retail <input type="radio"/> Supermarket <input type="radio"/> Restaurant <input type="radio"/> E-Commerce <input checked="" type="radio"/> MO/TO <input type="radio"/> Lodging Website: <input type="text"/>	Sales Profile (must equal 100%): <input type="text" value="100"/> Card Swiped: <input type="text" value="0"/> Manually Keyed with imprinter: <input type="text" value="0"/> Mail Order/Telephone/Internet: <input type="text" value="100"/>
<input type="radio"/> Emerging Mkt. <input type="radio"/> P-Card <input type="radio"/> Public Sector <input type="radio"/> Auto Rental <input type="radio"/> Cash Adv. <input type="radio"/> Other	
Member Bank (Acquirer) Information	
Wells Fargo Bank, 1200 Montego, Walnut Creek, CA 94598, (925) 746-4167	
Important Member Bank (Acquirer) Responsibilities	Important Merchant Responsibilities
1. The Bank is the only entity approved to extend acceptance of Card Organization products directly to a Merchant. 2. The Bank must be a principal (signer) to the Merchant Agreement. 3. The Bank is responsible for educating Merchants on pertinent Card Organization Rules with which Merchants must comply; but this information may be provided to you by Processor. 4. The Bank is responsible for and must provide settlement funds to the Merchant. 5. The Bank is responsible for all funds held in reserve.	1. Ensure compliance with cardholder data security and storage requirements. 2. Maintain fraud and chargebacks below Card Organization thresholds. 3. Review and understand the terms of the Merchant Agreement. 4. Comply with Card Organization rules. 5. Retain a signed copy of this Disclosure Page. The responsibilities above do not replace the terms of the Merchant Agreement and are provided to ensure the Merchant understands some important obligations of each party and that the Bank is the ultimate authority should the Merchant experience any problems. For Questions regarding Card Services, contact: Mercury Payment Systems, LLC. 10 Burnett Court, Suite 300, Durango CO 81301, or call 1-800-846-4472 Note: Billing Disputes must be forwarded, in writing to Customer Service within 60 days of the date of the statement and/or notice.
Merchant's Signature: <i>*</i> <input type="text"/> <i>*</i> Date: <input type="text"/>	
Merchant's Printed Name & Title: <i>*</i> <input type="text"/> <i>*</i> Title: <input type="text"/>	

Credit/Debit Card Services and Fee Schedule

Plan Type	New Existing		Discount Rate	Per Item	Plan Type	New Existing		Discount Rate	Per Item
<input checked="" type="checkbox"/> Visa Credit	<input checked="" type="radio"/>	<input type="radio"/>	2.7900%	\$0.3000	<input type="checkbox"/> PIN Debit	<input type="radio"/>	<input type="radio"/>	0.0000%	\$0.0000
<input checked="" type="checkbox"/> Visa Check	<input checked="" type="radio"/>	<input type="radio"/>	2.7900%	\$0.3000	<input type="checkbox"/> American Express	<input type="radio"/>	<input type="radio"/>	3.5000%	\$0.3000 + fee set by Amex
<input checked="" type="checkbox"/> MasterCard Credit	<input checked="" type="radio"/>	<input type="radio"/>	2.7900%	\$0.3000	<input type="checkbox"/> JCB	<input type="radio"/>	<input type="radio"/>		
<input checked="" type="checkbox"/> Debit MasterCard	<input checked="" type="radio"/>	<input type="radio"/>	2.7900%	\$0.3000	<input type="checkbox"/> EBT	<input type="radio"/>	<input type="radio"/>		\$0.0000
<input checked="" type="checkbox"/> Discover Credit	<input checked="" type="radio"/>	<input type="radio"/>	2.7900%	\$0.3000					
<input checked="" type="checkbox"/> Discover Check	<input checked="" type="radio"/>	<input type="radio"/>	2.7900%	\$0.3000					

The foregoing discount rate and per item fees are based upon Merchant's complying with all processing requirements as established by the applicable governing authority of the payment type which qualifies Merchant for the most favorable interchange rates available for such payment type (a "fully qualified transaction"). Transactions that do not meet the requirements of a fully qualified transaction are subject to non-qualified surcharges in addition to the rates quoted. In addition to the per item fee, all Debit transactions include fees assessed by the applicable network organization. In addition to the rate quoted above, all Discover Rewards Card transactions are subject to a surcharge equal to the greater of the applicable non-qualified surcharge rate as described in Section 31 of the Terms and Conditions and 0.25%. See the Card Services Terms and Conditions for non-qualified surcharges.

You may download "Visa Regulation" from Visa's website at: http://usa.visa.com/merchants/operations/op_regulations.html.

You may download "MasterCard Rules" from MasterCard's website at: <http://www.mastercard.com/us/merchant/support/rules.html>.

You may download additional merchant information from Discover's website at: <http://www.discovernetwork.com/merchants/index.html>.

Other Fees

\$0.00	Batch/ACH Fee (per occurrence)	\$2.50	Retrieval Fee (per occurrence)
\$0.60	Voice Authorization Fee (per occurrence)	\$15.00	Non-Sufficient Funds (per occurrence)
\$1.25	Voice AVS Fee (per occurrence)	\$15.50	Chargeback Fees (per occurrence)
\$0.10	Dial Back-Up Fee (per item)	\$0.00	Service Fee (per month)
\$0.00	Split Funding Fee	\$0.00	Minimum Monthly Discount
\$	Account Maintenance Fee (per month)	\$	Monthly Regulatory Compliance fee
\$	Technology Fee (per month)		Transaction Research Fee (per hour)
\$10.00	Monthly Statement Fee	\$0.00	Equipment Fee (per month)
\$	PCI/DSS Compliance Fee (per quarter)	\$0.00	
\$0.00			
\$		\$	

Term of Agreement

Initial Term: 1 Year See Section 13 of the Card Services Terms & Conditions

Acceptance of Merchant Application and Terms & Conditions/Merchant Authorization

Your Card Services Agreement is between Global Payments Direct, Inc. ("Global Direct"), the Merchant named above and the Member names below ("Member"). Member is a member of Visa, USA, Inc. ("Visa") and MasterCard International, Inc. ("MasterCard"); Global Direct is a registered independent sales organization of Visa, a member service provider of MasterCard and a registered acquirer for Discover Financial Services, LLC.

A copy of the Card Services Terms & Conditions revision number 11/13 Mercury has been provided to you. Please sign below to signify that you have received a copy of the Card Services Terms & Conditions and that you agree to all terms and conditions contained therein. If this Merchant Application is accepted for card services, Merchant agrees to comply with the Merchant Application and Card Services Terms & Conditions as may be modified or amended in the future. If you disagree with any Card Services Terms & Conditions, do not accept service. If merchant submits a transaction to Global Direct hereunder, merchant will be deemed to have accepted the card services terms & conditions. By your signature below on behalf of Merchant, you certify that all information provided in this Merchant Application is true and accurate and you authorize Global Direct, and Global Direct on Member's behalf, to initiate debit entries to Merchant's checking account(s) in accordance with the Card Services Terms & Conditions. In addition, by your signature below on behalf of Merchant, you authorize Global Direct and/or Mercury Payment Systems, LLC to order a consumer credit report on you, Merchant and each of Merchant's officers, partners, and/or owners, as well as subsequent consumer credit reports, which may be required or used in conjunction with the maintenance, updating, renewal or extension of the services provided hereunder, or in conjunction with reviewing, taking collection action on, or other legitimate purposes associated with the Merchant account.

Merchant's Signatures (owner/officer)

Principal #1

Name (printed):

Title:

Date:

Principal #2

Name (printed):

Title:

Date:

Signing for Global Payments Direct, Inc.:

Name (printed):

Title:

Date:

Signing for Member:

Name of Member (printed): Wells Fargo Bank

Date:

The acceptance and processing of Merchant transactions by Member and/or Global Direct shall evidence the receipt, approval and agreement of same to the Card Services Agreement signed by Merchant.

Owner/Officer Information (Please complete for every person who ultimately owns or controls the operation or on whose behalf the transactions authorized under this agreement will be conducted.)

* Primary Owner/Officer Name: _____	Other Owner/Officer Name: _____
* Home Address: _____	Home Address: _____
* City, State, Zip: _____	City, State, Zip: _____
* Home Phone: _____	Home Phone: _____
* Years There: _____	Years There: _____
* Own or Rent? _____	Own or Rent? _____
E-mail Address: _____	E-mail Address: _____
* Date of Birth: _____	Date of Birth: _____
Social Security Number: WAIVED	Social Security Number: _____

Personal Guaranty

I/We hereby irrevocably guarantee to Global Direct and Member, their successors and assigns, the full, prompt, and complete performance of Merchant and all of Merchant's obligations under the Card Services Agreement, including but not limited to all monetary obligations arising out of Merchant's performance or non-performance under the Card Services Agreement, whether arising before or after termination of the Card Services Agreement. This guaranty shall not be discharged or otherwise affected by any waiver, indulgence, compromise, settlement, extension of credit, or variation of terms of the Card Services Agreement made by or agreed to by Global Direct, Member, and/or Merchant. I/We hereby waive any notice of acceptance of this guaranty, notice of nonpayment or nonperformance of any provision of the Card Services Agreement by Merchant, and all other notices or demands regarding the Card Services Agreement. I/We agree to promptly provide to Global Direct, and Member any information requested by any of them from time to time concerning my/our financial condition(s), business history, business relationships, and employment information. I/We agree that Global Direct and Global Direct (on behalf of Member) may order a consumer credit report on me, Merchant and each of Merchant's officers, partners, and/or owners, as well as subsequent consumer credit reports, which may be required or used in conjunction with the maintenance, updating, renewal or extension of the services provided hereunder, or in conjunction with reviewing, taking collection action on, or other legitimate purposes associated with the Merchant account. I/We have read, understand, and agree to be bound by the Card Services Terms and Conditions document provided to Merchant and those terms and conditions contained in this Merchant Application.

Signature of Guarantor

WAIVED

,an individual Name (printed): **WAIVED**

Is any owner, officer, director, employee, or agent a current or former senior official in the executive, legislative, administrative, military, or judicial branch of any government (elected or not); a senior official of a major political party; an executive of a government-owned commercial enterprise; a family member of any of the foregoing officials; or a close personal or professional associate of any of the foregoing officials? Yes No If "yes," please attach details.

Cardholder Data Storage Compliance & Service Provider

*****PCI DSS and card association rules prohibited storage of track data under any circumstances. If you or your POS system pass, transmit, store, or receive full cardholder's data, then the POS software must be PA DSS (Payment Application Data Security Standard) compliant or you (merchant) must validate PCI DSS compliance. If you use a payment gateway, they must be PCI DSS compliant.*****

- Have you ever experienced an Account Data Compromise "ADC"? Yes No If yes, provide date of compromise _____
 - Have you validated PCI DSS (Payment Card Industry Data Security Standard) compliance? Yes No (If yes, go to #1(b); if no, go to #2)
 - Date of compliance, Report on Compliance "ROC" or Self Assessment Questionnaire "SAQ"? _____
 - What is the name of your Qualified Security Assessor "QSA" _____ or Self Assessment Questionnaire (circle one "SAQ") A B C D
 - Date of last scan _____ Approved Scanning Vendor's name: _____
- As required under the Payment Card Industry Data Security Standard (PCI DSS), Merchant declares and confirms the following:
 - Merchant is in compliance with all PCI DSS requirements. Yes No
 - Merchant's point of sale software, systems or applications, do not store sensitive authentication data or any evidence of magnetic stripe data, or PIN data after transaction authorization is completed. Yes No
 - Merchant will maintain full PCI DSS compliance at all times and will notify Global Payments when it changes its point of sale software, system or application. Yes No
- Are you using a "dial-up" terminal or "TTC" Touch Tone Capture? Yes No
- Do your transactions process through any other Service Provider (i.e., web hosting companies, gateways, corporate office)? Yes No
If you answered NO to question 4, you are done. If you answered YES, then please continue.
- What Primary Service Provider/Software Developer did you purchase your point of sale "POS" application from (i.e. software gateway)?
Software, Inc. _____
 - What is the name of the Service Provider/Software Developer's application? **DonorPerfect**
Software Version #? **Software**
 - Do your transactions process through any other Service Provider (i.e. web hosting companies, gateways, corporate office)? Yes No
 - If yes, name the other Service Provider? **SafeSave Gateway**
If no, however, merchant is electronic commerce, please provide name of ISP (web host): _____
- Do you or your Service Provider(s) receive, pass or transmit Full Cardholder Number "FCN", electronically? Yes No
If yes, where is card data stored? Merchant's Location Only Merchant's HQ/Corp office only Primary Service Provider Both Merchant & Service Provider(s) Other Service Provider All Apply

American Express

OPTIONAL

By signing below, I represent that I have read and am authorized to sign and submit this application on behalf of the entity above and all information I have provided herein is true, complete, and accurate. I authorize American Express Travel Related Services Company, Inc. ("American Express") to verify the information in this application and receive and exchange information about me personally, including by requesting reports from consumer reporting agencies. I authorize and direct American Express to inform me directly, or through the entity above, of reports about me that American Express has requested from consumer reporting agencies. Such information will include the name and address of the agency furnishing the report. I understand that upon American Express' approval of the entity indicated above to accept the American Express Card, the terms and conditions for American Express® Card Acceptance ("Terms and Conditions") will be sent to such entity along with a Welcome Letter. 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 Terms and Conditions

Merchant's Signature: _____ * Name (printed): _____ * Title: _____ * Date: _____

Sign Here if Waived