



MERCHANT PROCESSING APPLICATION AND AGREEMENT

Relationship _____
 Sales Rep Name _____

Association _____
 Application Date _____

1. GENERAL INFORMATION	2. BUSINESS LOCATION INFORMATION	3. BUSINESS STRUCTURE
------------------------	----------------------------------	-----------------------

Client's Business Name (Doing Business As)		Client's Corporate/Legal Name (Must match IRS income tax filing)	
Location Address		Corporate Address (If Different Than Location)	
City	State	Zip	
City	State	Zip	
Location Phone	Location Fax	Contact Name	Contact Phone
Customer Service Phone	Prior Security Breach? Yes No	Business Email	D&B#
Business Website Address		Fed Tax ID # (Must match IRS income tax filing)	Tax Type
Multiple locations? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, enter # of locations _____		Tax Filing Name	
Additional location to existing MID _____			
Send retrieval/chargeback requests to _____ Corporate Address _____ Location Address		Date Business Started	Length Current Ownership
Send monthly merchant statements to _____ Corporate Address _____ Location Address _____ Do Not Mail			
<input type="checkbox"/> Sole Prop <input type="checkbox"/> Partnership <input type="checkbox"/> LLC/LLP <input type="checkbox"/> C Corp <input type="checkbox"/> S Corp <input type="checkbox"/> Govt. (Local/State/Federal) <input type="checkbox"/> 501c/Tax Ex. State Filing: _____			
<input type="checkbox"/> I certify that I am a foreign entity / nonresident alien. <input type="checkbox"/> (If checked, please attach IRS Form W-8.)		NOTE: Failure to provide accurate information may result in a withholding of merchant funding per IRS regulations. (See Part IV, Section A.3 of your Program Guide for further information.)	

4. OWNERS/PARTNERS/OFFICERS	5. TRADE REFERENCE
-----------------------------	--------------------

OWNER/PARTNER/OFFICER 1	OWNER/PARTNER/OFFICER 2	TRADE REFERENCE
Name	Name	Business Name
Title % Ownership	Title % Ownership	Business Address
Home Address	Home Address	City State Zip
City State Zip	City State Zip	Contact
Telephone DL/ID# Issued State Exp Date	Telephone DL/ID# Issued State Exp Date	Telephone
Social Security # Date of Birth	Social Security # Date of Birth	Prior Bankruptcies? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Business and/or <input type="checkbox"/> Personal Date Discharged _____
Email Address	Email Address	

Patriot Act Notice: To fight the funding of terrorism and money laundering, we are required to obtain, verify and record information that identifies each person (including business entities) who opens an account. To allow us to identify you, we will ask for your name, physical address, date of birth and tax payer ID and may ask for other information, such as your driver's license or other documents.

6. NATURE OF BUSINESS	7. TRANSACTION INFORMATION (see Section 9 American Express)
-----------------------	---

Business Type: <input type="checkbox"/> Retail <input type="checkbox"/> Restaurant <input type="checkbox"/> Internet <input type="checkbox"/> Government <input type="checkbox"/> Lodging <input type="checkbox"/> Supermarket <input type="checkbox"/> Mail/Telephone Order <input type="checkbox"/> Petroleum <input type="checkbox"/> Utilities <input type="checkbox"/> Healthcare <input type="checkbox"/> Education <input type="checkbox"/> QSR <input type="checkbox"/> Charity/Non Profit <input type="checkbox"/> B2B <input type="checkbox"/> Other		
Requested Monthly Payment Card Volume _____	Card Present Swiped _____	Sales to Consumers _____
Requested Average Payment Card Ticket _____	Card Present Not Swiped _____	Sales to Business _____
Requested Highest Payment Card Ticket _____	MOTO _____	Sales to Govt. _____
Seasonal Merchant? <input type="checkbox"/> Yes <input type="checkbox"/> No (circle open months if yes)	Internet (Ecommerce) _____	Days to Delivery _____
J F M A M J J A S O N D	Previous Processor	
	Reason For Leaving	
Description of products or services sold		
Describe your return policy		

8. BANKING ACCOUNT INFORMATION			
--------------------------------	--	--	--

Deposit Bank Name	Routing#	Account#	ACH Method: <input type="checkbox"/> Combined <input type="checkbox"/> Individual
Fees Bank Name	Routing#	Account#	

Select all card types you wish to accept (See Section 1.9 of the Program Guide for details regarding limited acceptance)

Visa Credit Visa Non-PIN Debit MasterCard Credit MasterCard Non-PIN Debit Discover Network American Express PIN Debit

Select V/MC/Discover Network Discount Plan: (Based on Gross Sales Volume)

Tiered Basic Flat Rate

Pass Through I/C

Select PinDebit Discount Plan:

Pin Debit Network Fee Pass-through + % Markup

Discount Payment Method: Daily Monthly

Assessments: Included Bill Separately
(If Pass Through I/C - Assessments **MUST** Bill Separately)

Brand Fees: Included Bill Separately
(If Pass Through I/C - Brand Fees **MUST** Bill Separately)

Discount Fees

QUALIFICATION	DISC. FEE (%)	PER ITEM (\$)	QUALIFICATION	DISC. FEE (%)	PER ITEM (\$)	QUALIFICATION	DISC. FEE (%)	PER ITEM (\$)
MasterCard			Visa			Discover Network		
Credit Qual			Credit Qual			Credit Qual		
Credit Mid-Qual			Credit Mid-Qual			Credit Mid-Qual		
Credit Non-Qual			Credit Non-Qual			Credit Non-Qual		
CheckCard Qual			CheckCard Qual			CheckCard Qual		
CheckCard Mid-Qual			CheckCard Mid-Qual			CheckCard Mid-Qual		
CheckCard Non-Qual			CheckCard Non-Qual			CheckCard Non-Qual		
Credit Pass Through IC			Credit Pass Through IC			Credit Pass Through IC		
CheckCard Pass Through IC			CheckCard Pass Through IC			CheckCard Pass Through IC		
ERR			ERR			ERR		

Voyager All applicable Association fees will be passed through to the merchant at the applicable costs assigned by the Association. Fees include, but are not limited to, Visa's APF, Misuse of Authorization Fee, Zero Floor Limit Fee, Acquirer ISA Fee, and MasterCard's NABU Fee, Acquirer Support Fee, Cross Border Fee, and Discover IPF, ISF, Data Usage fee, Amex Net Work Fee et al.

American Express

QUALIFICATION	DISC. FEE (%)	PER ITEM (\$)	OptBlue SM	Amex Direct
Credit Qual			Monthly Card Volume _____	<input type="checkbox"/> Order New <input type="checkbox"/> Use Existing
Credit Mid-Qual			OptBlue SM	CAP # _____
Credit Non-Qual			Average Card Ticket _____	Existing SE # _____
Credit Pass Through IC			OptBlue SM	Monthly flat fee of \$7.95 or Discount Rate may apply
ERR			Highest Card Ticket _____	
			SE # _____	
			Select OptBlueSM Discount Plan:	
			<input type="checkbox"/> Tiered Basic <input type="checkbox"/> Flat Rate	
			<input type="checkbox"/> Pass Through I/C	
			Enhanced Recover Reduction (ERR)	

Fee applies to all American Express Programs.
 *0.30% downgrade will be charged by American Express for transactions whenever a CNP or Card Not Present 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). Note: The CNP Fee is applicable to transactions made on all American Express Cards, including Prepaid Cards.
 An Inbound fee of 0.40% will be applied on any Charge made using a Card, including Prepaid Cards, that was issued outside the United States (as used herein, the United States does not include Puerto Rico, the U.S. Virgin Islands and other U.S. territories and possessions). This fee is applicable to all industries listed in Appendix B, except Education in the following categories: Sporting & Recreation Camps (MCC 7032), Elementary & Secondary Schools (MCC 8211), Colleges, Universities, Professional Schools (MCC 8220), and Child Care Services (MCC 8351).
 By checking this box, you opt out of receiving future commercial marketing communications from American Express.
 Note that you may continue to receive marketing communications while American Express updates its records to reflect your choice. Opting out of commercial marketing communications will not preclude you from receiving important transactional or relationship messages from American Express.

Authorization Fees

Monthly Fees

Visa/MC/Discover Network	_____	Electronic AVS	_____	Monthly Minimum	_____	Industry Compliance	<u>\$7.95</u>
Amex/Fleet/Other	_____	Voice Authorization	_____	Wireless Fee	_____	Monthly Service Fee	<u>\$5</u>
Pin Debit Authorization	_____	Voice AVS	_____	PIN Debit Fee	_____	Misc Monthly Fee	_____
EBT Authorization	_____			Industry Non-Compliance (Up to \$14.95)	_____	(if applicable per Section 4.8 of the Merchant Program Guide)	

Miscellaneous Fees

MX Merchant Fees

Sales Transaction Fee (All card types)	_____ (per item)	Chargeback Fee	<u>\$35</u> (per occurrence)	MX Merchant Monthly Fee	
Retrieval Fee (All card types)	_____ (per occurrence)	Return Transaction Fee	_____ (per item)	MX Merchant Plan	<input type="checkbox"/> Reporting <input type="checkbox"/> Basic <input type="checkbox"/> Plus
Batch Fee	_____ (per item)	Annual Fee	_____	MX Gateway Transaction Fee	<input type="checkbox"/> Premium <input type="checkbox"/> Enterprise
ACH Reject	_____ (per occurrence)	Annual Fee Bill Month	<u>NOV</u>	Bill to	<input type="checkbox"/> Statement <input type="checkbox"/> Separate

In the event that this Agreement is terminated early, Merchant will be responsible for the payment of a \$495 early termination fee in accordance with Part IV, Section A.3 of the Merchant Program Guide.

10. OTHER CARD TYPES

Accept EBT ___Yes ___No	Order Voyager ___Yes ___No	Order ACH/Check Services ___Yes ___No
Accept EBT Cash Benefit ___Yes ___No	Order Wright Express ___Yes ___No <small>(Must attach Wright Express application and Debranding letter with app copy)</small>	(Must attach addendum with app copy) Order Gift Card ___Yes ___No <small>(Must attach addendum with app copy)</small>

11a. EQUIPMENT / PROCESSING METHOD

Application Type	Retail <input type="checkbox"/>	Retail w/ Tip <input type="checkbox"/>	MOTO <input type="checkbox"/>	Restaurant w/ Tip <input type="checkbox"/>	Quick Serve Restaurant (no tip) <input type="checkbox"/>	Hotel <input type="checkbox"/>	Auto Rental <input type="checkbox"/>
Terminal Features	Yes	No	Yes	No	Yes	No	
Fraud Check (last 4-digits)	<input type="checkbox"/>	<input type="checkbox"/>	Purchasing Card <input type="checkbox"/>	<input type="checkbox"/>	Invoice/Purchase Order # <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
AVS + CVV2	<input type="checkbox"/>	<input type="checkbox"/>	Server/Clerk # <input type="checkbox"/>	<input type="checkbox"/>	Auto Close Y <input type="checkbox"/> N <input type="checkbox"/>	If yes, time? _____	

IP Connection? Yes No If yes, Terminal Serial _____ Special Requests (Multi-Mid, Dial 9, etc): _____

Wireless? Yes No Wireless Info: MAN/Serial _____ SIM Card Number _____

TYPE OF EQUIPMENT	PRODUCT NAME	QUANTITY	DEPLOYMENT
Terminal <input type="checkbox"/> Pinpad <input type="checkbox"/> Printer <input type="checkbox"/> VAR* <input type="checkbox"/>			Existing <input type="checkbox"/> Agent <input type="checkbox"/> New Order (attach order form) <input type="checkbox"/>
Terminal <input type="checkbox"/> Pinpad <input type="checkbox"/> Printer <input type="checkbox"/> VAR* <input type="checkbox"/>			Existing <input type="checkbox"/> Agent <input type="checkbox"/> New Order (attach order form) <input type="checkbox"/>
Terminal <input type="checkbox"/> Pinpad <input type="checkbox"/> Printer <input type="checkbox"/> VAR* <input type="checkbox"/>			Existing <input type="checkbox"/> Agent <input type="checkbox"/> New Order (attach order form) <input type="checkbox"/>
Terminal <input type="checkbox"/> Pinpad <input type="checkbox"/> Printer <input type="checkbox"/> VAR* <input type="checkbox"/>			Existing <input type="checkbox"/> Agent <input type="checkbox"/> New Order (attach order form) <input type="checkbox"/>

***Manufacturer/product/version of PC/Internet Software** _____

Do you use any third party to store, process, or transmit cardholder data? ___Yes ___No

If yes, give name/address: _____

ORDER LEASE _____ Lease Company _____ Lease Term _____ Mos. Annual Tax Handling Fee **\$10.20**

Total Monthly Lease Charge _____ w/o taxes, lates fees, or other charges that may apply - See Lease Agreement for details.

This is a **NON-CANCELLABLE** lease for the full term indicated Client's initials: _____

11b. CARD NOT PRESENT INFORMATION

If you process more than 30% of your bankcard transactions, or volume, without swiping and/or examining the credit card, please complete this section and provide the information requested.

1. Please submit your Product catalog; brochures; promotional materials; a current price list; and a copy of your service agreement with card holder if applicable. If on the Internet, please include screen-prints of your website address if your site is not yet active.

2. If Internet, please check your type of business:

___ Web Hosting ___ Domain Registration ___Web page Design ___Auction ___Internet Service Gateway

___ Selling Digital Service ___Advertisement ___Selling Hard Goods ___Other: _____

If using the Internet, list encryption method, vendor, and controls used to secure transaction information _____

3. How will the product be advertised or promoted? _____

4. Billing Methods: (Check all that apply)

___ Monthly - _____% ___Yearly - _____% ___ Quarterly - _____% ___ One Time - _____% ___ Hourly - _____%

5. List the name(s) and address(es) of the vendor(s) from which supplies are purchased. _____

6. Who performs product/service fulfillment? If direct from vendor, please provide Vendor Name, address and phone number in full: _____

7. Please describe how a sale takes place from beginning of order until completion of fulfillment: _____

I have personally conducted a Site Inspection for this merchant, visually inspected the merchant's inventory (if applicable), verified the merchant's payment application is PABP (Payment Application Best Practices) validated (if applicable), and represent that the information in this merchant application is accurate, as to the best of my knowledge. I am subject to criminal penalties and/or financial losses for false or misleading information.

Sales Agent Name (printed) _____ Signature X _____

13. SIGNATURES

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 PPS0714) and Confirmation Page, which is part of this Merchant Processing Application (consisting of Sections 1-13) and by this reference incorporated herein. Client acknowledges and agrees that we, our Affiliates and our third party subcontractors and/or agents may use automatic telephone dialing systems to contact Client at the telephone number(s) Client has provided in this Merchant Processing Application and/or may leave a detailed voice message in the event that Client is unable to be reached, even if the number provided is a cellular or wireless number or if Client has previously registered on a Do Not Call list or requested not to be contacted Client for solicitation purposes. Client hereby consents to receiving commercial electronic mail messages from us, our Affiliates and our third party subcontractors and/or agents from time to time. Client further agrees that Client will not accept more than 20% of its card transactions via mail, telephone or Internet order. However, if your Application is approved based upon contrary information stated in Section 7, Transaction Information section and Section 9, American Express above, you are authorized to accept transactions in accordance with the percentages indicated in that section. This signature page also serves as a signature page to the Equipment Lease Agreement appearing in the Third Party Section of the Program Guide, if selected, the undersigned Client being the "Lessee" for purposes of such Equipment Lease Agreement. Client authorizes PRIORITY PAYMENT SYSTEMS ("PRIORITY") and SYNOVUS Bank ("BANK") and their respective agents 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 names in this Merchant Processing Application. Client authorizes PRIORITY and BANK and their respective agents (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 also 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. If the Application is approved, each of the undersigned also authorizes us to obtain subsequent consumer reports in connection with the maintenance, updating, renewal or extension of the Agreement.

Client authorizes PRIORITY and BANK and their affiliates to debit Client's designated bank account via Automated Clearing House (ACH) for costs associated with the 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.

Social Security numbers are classified as "Confidential" information under the PRIORITY Data Classification Retention and Disposal Policy. As such, Social Security numbers may only be accessed by and disclosed to PRIORITY team members and others with a legitimate business "need to know" in accordance with applicable laws and regulations. Social Security numbers, whether in paper or electronic form, are subject to physical, electronic and procedural safeguards, and must be stored, transmitted and disposed of in accordance with the provision of the information applicable to Confidential information. These restrictions apply to all Social Security numbers collected or retained by PRIORITY.

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 PRIORITY and BANK.

Client's Business Principal / Officer

Signature X _____ Title _____

Print Name of Signer _____ Date _____

Signature X _____ Title _____

Print Name of Signer _____ Date _____

Personal Guarantee: In exchange for PRIORITY and Synovus Bank (the Guaranteed Parties) acceptance of, as applicable, the Agreement, and/or the Equipment Lease Agreement, the undersigned unconditionally and irrevocably guarantees the full payment and performance of Client's obligations under the foregoing agreements, as applicable, as they now exist or as modified from time to time, whether before or after termination or expiration of such agreements and whether or not the undersigned has received notice of any amendment of such agreements. The undersigned waives notice of default by Client and agrees to indemnify the Guaranteed Parties for any and all amounts due from Client under the foregoing agreements. The Guaranteed Parties shall not be required to first proceed against Client to enforce any remedy before proceeding against the undersigned. This is a continuing personal guaranty and shall not be discharged or affected for any reason. The undersigned understands that this is a Personal Guaranty of payment and not of collection and that the Guaranteed Parties are relying upon this Personal Guaranty in entering into the foregoing agreements, as applicable.

Personal Guarantee

Signature X _____ Print Name: _____ Date _____

Personal Guarantee

Signature X _____ Print Name: _____ Date _____

Accepted By

Priority Payment Systems, LLC
P.O. BOX 246, Alpharetta, GA 30009-0246

Synovus Bank
1111 Bay Ave, Columbus, GA 31901

Signature X _____ Signature X _____

PART IV: CONFIRMATION PAGE

PROCESSOR Name: Priority Payment Systems
INFORMATION: Address: P.O. Box 246, Alpharetta, GA 30009-0246
URL: www.prioritypaymentsystems.com/manuals/PPS0714programguide.pdf **Customer Service #:** 1-855-813-5293

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 III, A.3 under "Additional Fee Information."
9. **If you lease equipment from Processor,** it is important that you review Section 1 in Third Party Agreements. Bank is not a party to this Agreement. **THIS IS A NON-CANCELABLE LEASE FOR THE FULL TERM INDICATED.**
10. **For questions regarding your Merchant Processing Application and Agreement, please contact Customer Service at 1-855-813-5293, and / or refer to Important Phone Numbers on the Additional Important Information Page, Part III, Section A.4.**

11. Card Organization Disclosure

Visa and MasterCard Member Bank Information: Synovus Bank.

The Bank's mailing address is 1125 1st Avenue, Columbus, GA 31901, and its phone number is (706)-649-4900.

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 reserves 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 assigned 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 (either in person, by facsimile, or by electronic transmission) the complete Program Guide [version PPS0714] consisting of 52 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.

Client understands that a copy of the Program Guide is also available for downloading from the Internet at:
www.prioritypaymentsystems.com/manuals/PPS0714programguide.pdf

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

Client's Business Principal:

Signature (Please sign below):

X _____

Please Print Name of Signer

Title

Date