



Transaction Services MERCHANT APPLICATION

Sales Representative's Name: _____



2727 PACES FERRY RD. BLD 1, STE 750. ATLANTA GA 30339 888-933-8797

3750 Westwind Blvd, Santa Rosa, CA 95403 800-939-9942

MERCHANT	MERCHANT NAME (DBA OR TRADE NAME)		CORPORATE / LEGAL NAME	
	LOCATION ADDRESS		CORPORATE / MAILING ADDRESS	
	CITY / STATE / ZIP		CITY / STATE / ZIP	
	BUSINESS PHONE	BUSINESS FAX	FEDERAL TAX ID / SSN	
	CONTACT NAME	CONTACT PHONE	DATE ESTABLISHED	BUSINESS HOURS
	CONTACT EMAIL ADDRESS		WEBSITE	

VOLUME	CREDIT CARD			
	MONTHLY VOLUME	CARD-PRESENT % _____	DESCRIBE PRODUCT OR SERVICES	
	MONTHLY TRANSACTIONS	CARD-NOT-PRESENT % _____		
	AVERAGE TICKET	HIGHEST TICKET		
	MONTHLY VOLUME REFUNDED	MONTHLY TRANSACTIONS REFUNDED		
	ACH			
	MONTHLY VOLUME	ACH Operations Contact: _____	DESCRIBE PRODUCT OR SERVICES	
	MONTHLY TRANSACTIONS			
	AVERAGE ACH TICKET	HIGHEST TICKET		
	MONTHLY VOLUME REFUNDED	MONTHLY TRANSACTIONS REFUNDED		
Are there any judgements outstanding against the business or any of its principals? <input type="checkbox"/> YES <input type="checkbox"/> NO			Are you an MSB (Money Services Business)? <input type="checkbox"/> YES <input type="checkbox"/> NO	Do you plan on paying any clients using ACH? <input type="checkbox"/> YES <input type="checkbox"/> NO
Has any Principle file Personal / Business Bankruptcy in the past 10 years? <input type="checkbox"/> YES <input type="checkbox"/> NO			Do you Originate ACH for NON-US Companies? <input type="checkbox"/> YES <input type="checkbox"/> NO	

BUSINESS	MERCHANT TYPE	TYPE OF OWNERSHIP	BUSINESS LOCATION	WHO PERFORMS PRODUCT / SERVICE FULFILLMENT?	DOES MERCHANT USE THIRD PARTY TO STORE, PROCESS OR TRANSMIT CARDHOLDER DATA?
	<input type="checkbox"/> RETAIL	<input type="checkbox"/> CORPORATION	<input type="checkbox"/> STORE FRONT	<input type="checkbox"/> MERCHANT	<input type="checkbox"/> YES <input type="checkbox"/> NO
	<input type="checkbox"/> RESTAURANT	<input type="checkbox"/> LLC	<input type="checkbox"/> OFFICE	<input type="checkbox"/> VENDOR / FULFILLMENT HOUSE	_____
	<input type="checkbox"/> CARD-NOT-PRESENT	<input type="checkbox"/> SOLE PROPRIETOR	<input type="checkbox"/> HOME	IF VENDOR, NAME / ADDRESS _____	IF YES, THIRD-PARTY NAME / ADDRESS _____
CUSTOMER RETURN POLICY		NUMBER OF DAYS UNTIL PRODUCT / SERVICES IS DELIVERED? _____	HAS APPLICANT EVER ACCEPTED CREDIT CARDS BEFORE? <input type="checkbox"/> YES <input type="checkbox"/> NO		
<input type="checkbox"/> 30 DAY REFUND <input type="checkbox"/> EXCHANGE <input type="checkbox"/> NONE			HAS APPLICANT EVER BEEN TERMINATED FROM ACCEPTING PAYMENT CARDS? <input type="checkbox"/> YES <input type="checkbox"/> NO		
<input type="checkbox"/> OTHER _____					
VISA / MASTERCARD / DISCOVER® SALES TRANSACTIONS ARE SETTLED: <input type="checkbox"/> DATE OF ORDER <input type="checkbox"/> DATE OF SHIPMENT <input type="checkbox"/> OTHER					

TERM	INITIAL TERM This Agreement will be effective once Bank accepts it and, unless otherwise terminated, will continue for _____.
	RENEWAL This Agreement will automatically renew for the same period as the INITIAL TERM (above) thereafter until Merchant provides written notice of non-renewal given not less than 30 days before the end of the then-current term.
	EARLY TERMINATION FEE If this Agreement is terminated by the Merchant early during the INITIAL TERM or any RENEWAL TERM for any reason other than set out in the TERMS AND CONDITIONS, the Merchant agrees to pay an early termination fee of \$_____. Merchant agrees that this fee is not a penalty, but rather a reasonable estimation of the actual damages Transaction Services would suffer if it were to fail to receive the processing business for the then current term.

DISCLOSURE	MERCHANT INFORMATION	IMPORTANT BANK RESPONSIBILITIES
	MERCHANT NAME _____	1. A Visa Member is the only entity approved to extend acceptance of VISA products to a Merchant
	MERCHANT ADDRESS _____	2. A Visa Member must be a principal (signor) to the Merchant Agreement
	MERCHANT PHONE _____	3. A Visa Member is responsible for educating Merchants on pertinent VISA Operating Regulations with which Merchants must comply.
	MERCHANT SIGNATURE _____	4. A Visa Member is responsible for and must provide settlement funds to the Merchant.
	TITLE _____	5. A Visa Member is responsible for all funds held in reserve that are derived from settlement.
	DATE _____	IMPORTANT MERCHANT RESPONSIBILITIES
		1. Ensure compliance with cardholder data security and storage requirements
		2. Maintain fraud and chargeback below thresholds
		3. Review and understand the terms of the Merchant Agreement.
	4. Comply with VISA Operating Regulations.	
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.		

INTERCHANGE COST-PLUS PRICING

Interchange fee is a term used in the payment card industry to describe a fee that a merchant's bank (the "acquiring bank") pays a customer's bank (the "issuing bank") when merchants accept cards using card networks. Cost-Plus Pricing refers to all Interchange, Assessments, Network Access, Kilobyte, and Residency Fees charged by the Card Associations to include Visa, MasterCard and Discover @.

Basis Points Per Item

ACH PRICING

Automated Clearing House (ACH) is an electronic network for financial transactions in the United States. Rules and regulations that govern the ACH network are established by the National Automated Clearing House Association (NACHA) and the Federal Reserve.

Returns Corrections Basis Points Per Item

SURCHARGE PRICING

Compliant **Surcharging** is a program that allows the merchant to pass the cost of accepting credit cards to the card-holder. Merchants must disclose their surcharge policy at the point of entry and point of sale. Some states restrict the practice of surcharging. Transaction Services will register your account with the card-brands in order to assure you are compliant.

Surcharge Percent

PIN DEBIT PRICING

Pin debit refers to a credit card transaction in which the buyer enters their 4 digit personal identification number (PIN) into a merchant terminal in lieu of a signature, when using a debit card. Debit cards are usually associated with a checking account, but may also be a savings account

Basis Points Per Item

EBT PRICING

Electronic benefit transfer (EBT) is an electronic system that allows state welfare departments to issue benefits via a magnetically encoded payment card, used in the United States. Please provide your existing Food and Consumer Identifier:

FCS ID: Basis Points Per Item

TIERED PRICING

	Discount (%)	Per Item
Rate 1		
Rate 2		
Rate 3		
Rate 4		

Visa MasterCard Discover @

OTHER FEES

Application Fee _____	AVS Transaction Fee _____
Monthly Minimum _____	Non-Bankcard Per Item Fee _____
Monthly Statement Fee _____	Gateway Fee _____
Batch Fee _____	Recurring Transaction _____
Authorization Fee _____	StorageSafe™ Transaction _____
Chargeback Fee _____	Fraud Score Transaction _____
Retrieval Fee _____	Other (specify) _____
Voice Authorization Fee _____	Other (specify) _____

American Express® **APPLY** BY SIGNING BELOW, I REPRESENT THAT I HAVE READ AND AM AUTHORIZED TO SIGN AND SUBMIT THIS APPLICATION ON BEHALF OF THE MERCHANT ENTITY ABOVE AND ALL INFORMATION I HAVE PROVIDED HERIN 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. 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. I UNDERSTAND THAT AMERICAN EXPRESS WILL DETERMINE ALL RATES, FEES AND CHARGES. I UNDERSTAND THAT BANK IS NOT RESPONSIBLE FOR FUNDING AMERICAN EXPRESS TRANSACTIONS AND THE TRANSMISSION BY MERCHANT OF AMERICAN EXPRESS TRANSACTIONS TO BANK WILL CONSTITUTE YOUR AGREEMENT TO THE TERMS OF YOUR MERCHANT AGREEMENT IN REGARDS TO AMERICAN EXPRESS

SIGN

MERCHANT ACCEPTANCE AND WARRANTIES

trxservices.com/terms

Merchant acknowledges that Westamerica Bank ("Bank") will determine all rates, fees and charges. Merchant warrants that the information provided above is true and correct and that Bank is relying on such information in its approval process and in setting the applicable discount rate, approved average ticket and approved monthly volume. By signing the acceptance section below, Merchant principal(s) give(s) consent for Bank to obtain credit bureau report(s) on principal(s) and any other reports/inquiries Bank deems necessary to comply with the Customer Identification Program and Anti-Money Laundering sections of the Bank Secrecy Act of 1970 and the USA PATRIOT Act of 2001 and any other applicable law(s). Merchant certifies that all individual who own, directly or indirectly, 25% or more of the equity interest in the legal entity and an individual with primary responsibility for managing the legal entity on this Application are listed on this Merchant Application and/or on supplemental documents provided to the ISO and Bank. Merchant understands that the Merchant Processing Agreement, consisting of this Merchant Application and the accompanying Terms & Conditions, shall not take effect until Merchant has been approved by Bank and a Merchant Number is issued. By signing below Merchant acknowledges to have received a copy of, and have read and understood the Terms & Conditions (which, together with this Merchant Application, is collectively referred to as the "Merchant Processing Agreement") all of which is incorporated herein and deemed a part hereof by reference, and Merchant unconditionally agrees to be bound by the Terms & Conditions. By signing below, each Merchant principal agrees and affirms to be authorized as an officer, partner, manager or owner to submit this Merchant Application and to bind the Applicant to the aforementioned Merchant Processing Agreement and that a faxed, copied or scanned signature will be considered an original and legally valid. By signing below, Merchant agrees that Bank may run credit periodically, as required, to maintain the merchant account. Important information about procedures for applying for a merchant account: To assist the government in blocking the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. Thus, when applying for a merchant account, Bank will request Merchant for all principal's names, addresses, dates of birth, and other information that will allow us to identify principal(s). Bank may also request a copy of a driver license or other identifying document(s).

The indicated Principal(s) identified in numbers 1 and/or 2 below have the authorization to execute the Merchant Processing Agreement on behalf of the here within named business. **THE UNDERSIGNED ACCEPT THE MERCHANT ACKNOWLEDGEMENTS AND WARRANTIES AND THE ACCOMPANYING TERMS AND CONDITIONS THAT COLLECTIVELY CONSTITUTE THE MERCHANT PROCESSING AGREEMENT:**

Merchant: _____

Principal 1: **SIGN**

Print Name: _____ Date: _____

Principal 2: _____

Print Name: _____ Date: _____

Principal 3: _____

Print Name: _____ Date: _____

Principal 4: _____

Print Name: _____ Date: _____

Bank: **FOR MEMBER BANK SIGNATURE**

By: _____

Name / Title: _____

Transaction Services:

By: _____

Name / Title: _____

Date: _____

GUARANTEE

PERSONAL GUARANTEE

As a primary inducement to Bank to enter into this Merchant Processing Agreement, the undersigned Guarantor(s), by signing this Agreement, jointly and severally, unconditionally and irrevocably, personally guarantee the continuing full and faithful performance and payment by Merchant of each of its duties and obligations to Bank under this Agreement or any other agreement currently in effect or in the future entered into between Merchant, its principals and Bank, as such agreements now exist or are amended from time to time, with or without notice. Guarantor(s) understands further that Bank may proceed directly against Guarantor(s) without first exhausting their remedies against any other person or entity responsible to it or any security held by Bank or Merchant. This guarantee will not be discharged or affected by the death of the undersigned, will bind all heirs, administrators, representatives and assigns and may be enforced by or for the benefit of any successor of Bank. Guarantor(s) understand that the inducement to Bank to enter into this Agreement is consideration for the guaranty, and that this guaranty remains in full force and effect even if the Guarantor(s) receive no additional benefit from the guaranty. If merchant is a corporation, then a principal or associate of said corporation must sign as a personal guarantor. **AGREED AND ACCEPTED:**

Guarantor #1: _____ Date: _____ Guarantor #3: _____ Date: _____

Guarantor #2: _____ Date: _____ Guarantor #4: _____ Date: _____

SIGN

SURVEY

I CERTIFY THAT I PERSONALLY CONDUCTED A SITE INSPECTION OF THE MERCHANT'S BUSINESS LOCATION IDENTIFIED IN THIS APPLICATION AND FOUND IT TO BE IN CONFORMITY WITH THE STATEMENTS ON THIS APPLICATION AND SUITABLY EQUIPPED INCLUDING APPROPRIATE INVENTORY.

DATE _____ INSPECTOR'S SIGNATURE X _____

TERMINAL SETUP

PURCHASE CONVERSION

PRICE: \$ _____

MAKE: _____

MODEL: _____

COMMUNICATION METHOD: IP DIAL WIRELESS

PIN PAD: _____

PAYMENT APPLICATION / VERSION

SERIAL #:

SETTLEMENT

TERMINAL BATCH CAPTURE HYBRID BATCH CAPTURE HOST BATCH CAPTURE

IF HOST / HYBRID, PLEASE DESIGNATE TIME / TIMEZONE: _____ / _____

EQUIPMENT LIST

MAKE	MODEL	MSRP
Terminals		
VeriFone	Vx 520	\$ 249
	Vx 680	\$ 699
	Ux 300	\$ 425
Card Readers		
MagTek	MagneSafe Mini	\$ 159
PIN Pads		
VeriFone	Vx805	\$ 139

DOCUMENTS

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.

**ATTACH
VOIDED CHECK**

ROUTING NUMBER: _____

ACCOUNT NUMBER: _____

**GOVERNMENT
ISSUED
PHOTO ID**

PLEASE ATTACH A VOIDED CHECK AND INCLUDE A COPY OF THE PRINCIPAL(S) DRIVERS LICENSE OR PICTURE ID.

NOTES

SPECIAL INSTRUCTIONS



MERCHANT	MERCHANT NAME (DBA OR TRADE NAME)	CORPORATE / LEGAL NAME
	LOCATION ADDRESS	CORPORATE / MAILING ADDRESS
	CITY / STATE / ZIP	CITY / STATE / ZIP

This Beneficial Ownership Addendum shall be attached to and made a part of the original Merchant Agreement between Westamerica Bank and the undersigned.

To help the government fight financial crime, Federal regulation requires certain financial institutions to obtain, verify, and record information about the beneficial owners of legal entity customers. Legal entities can be abused to disguise involvement in terrorist financing, money laundering, tax evasion, corruption, fraud, and other financial crimes. Requiring the disclosure of key individuals who own or control a legal entity (i.e., the beneficial owners) helps law enforcement investigate and prosecute these crimes.

By signing below, I attest that I have accurately provided the name, address, date of birth and Social Security Number (SSN) for the following individuals (i.e. the beneficial owners):

- (iii) Each individual, if any, who owns directly or indirectly, 25 percent or more of the equity interests of the legal entity customer (e.g., each natural person that owns 25 percent or more of the shares of a corporation); AND
- (iv) An individual with significant responsibility for managing the legal entity customer (e.g., a Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, Managing Member, General Partner, President, Vice President, or Treasurer).

The number of individuals that satisfy this definition of "beneficial owner" may vary. Under section (i), depending on the factual circumstances, up to four individuals (but as few as zero) may need to be identified. Regardless of the number of individuals identified under section (i), you must provide the identifying information of one individual under section (ii). It is possible that in some circumstances the same individual might be identified under both sections (e.g., the President of Acme, Inc. who also holds a 30% equity interest). Thus, a completed form will contain the identifying information of at least one individual (under section (ii)), and up to five individuals (i.e., one individual under section (ii) and four 25 percent equity holders under section (i)).

BENEFICIAL OWNERS OF THE BUSINESS—SECTION 1 (NO P.O. BOXES)					
OWNERS / PARTNERS / OFFICERS	PRINCIPAL #1 NAME	SSN	% OWNERSHIP	DATE OF BIRTH	TITLE
	RESIDENTIAL ADDRESS		CITY / STATE / ZIP		HOME PHONE
	EMAIL	STATE ISSUED ID	Issued By: Exp. Date:	CELL PHONE	
	PRINCIPAL #2 NAME	SSN	% OWNERSHIP	DATE OF BIRTH	TITLE
	RESIDENTIAL ADDRESS		CITY / STATE / ZIP		HOME PHONE
	EMAIL	STATE ISSUED ID	Issued By: Exp. Date:	CELL PHONE	
	PRINCIPAL #3 NAME	SSN	% OWNERSHIP	DATE OF BIRTH	TITLE
	RESIDENTIAL ADDRESS		CITY / STATE / ZIP		HOME PHONE
	EMAIL	STATE ISSUED ID	Issued By: Exp. Date:	CELL PHONE	
	PRINCIPAL #4 NAME	SSN	% OWNERSHIP	DATE OF BIRTH	TITLE
	RESIDENTIAL ADDRESS		CITY / STATE / ZIP		HOME PHONE
	EMAIL	STATE ISSUED ID	Issued By: Exp. Date:	CELL PHONE	
MANAGEMENT RESPONSIBILITY / INDIVIDUAL WITH SIGNIFICANT CONTROL—SECTION 2 (NO P.O. BOXES)					
	ADMINISTRATOR NAME	SSN	DATE OF BIRTH	TITLE	
	RESIDENTIAL ADDRESS		CITY / STATE / ZIP		HOME PHONE
	EMAIL	STATE ISSUED ID	Issued By: Exp. Date:	CELL PHONE	

I, (print name) _____, hereby certify, to the best of my knowledge, that the information provided on this form is complete and correct for all accounts. It is further agreed that Westamerica Bank will be immediately notified by the legal entity of any change in such information provided on this form.

Signature: _____ Date: _____

