



21550 BISCAYNE BLVD., SUITE 400 AVENTURA, FL 33180



6070 POPLAR AVE STE 100, MEMPHIS TN 38119



100 JERICHO QUADRANGLE, STE 100, JERICHO, NY 11753

MERCHANT ACCOUNT APPLICATION AND AGREEMENT

BUSINESS INFORMATION

CORPORATE / LEGAL NAME		MERCHANT NAME (DBA OR TRADE NAME)		
<input type="text"/>		<input type="text"/>		
LEGAL ADDRESS		CITY	STATE	ZIP
<input type="text"/>		<input type="text"/>	<input type="text"/>	<input type="text"/>
DBA ADDRESS <input type="checkbox"/> SAME AS A LEGAL ADDRESS		CITY	STATE	ZIP
<input type="text"/>		<input type="text"/>	<input type="text"/>	<input type="text"/>
MAILING ADDRESS <input type="checkbox"/> SAME AS A LEGAL ADDRESS <input type="checkbox"/> SAME AS A DBA ADDRESS		CITY	STATE	ZIP
<input type="text"/>		<input type="text"/>	<input type="text"/>	<input type="text"/>
FEDERAL TAX ID NUMBER	<input type="checkbox"/> INDIVIDUAL / SOLE PROPRIETOR	<input type="checkbox"/> PARTNERSHIP	<input type="checkbox"/> CORPORATION	<input type="checkbox"/> GOVERNMENT <input type="checkbox"/> LLC
<input type="text"/>	<input type="checkbox"/> NON-PROFIT (MUST PROVIDE 501C3 LETTER)	<input type="checkbox"/> ASSOCIATION/ESTATE/TRUST	<input type="checkbox"/> INTERNATIONAL	IF <input type="checkbox"/> OTHER: <input type="text"/>
HOW LONG IN BUSINESS?	WEBSITE ADDRESS		PRODUCT OR SERVICE SOLD:	
<input type="text"/>	<input type="text"/>		<input type="text"/>	

CONTACT INFORMATION

CUSTOMER SERVICE NUMBER	CUSTOMER SERVICE EMAIL ADDRESS	CHARGEBACK NOTIFICATIONS EMAIL ADDRESS
<input type="text"/>	<input type="text"/>	<input type="text"/>
PRIMARY CONTACT NAME	PHONE NUMBER	EMAIL
<input type="text"/>	<input type="text"/>	<input type="text"/>
ACCOUNTING CONTACT NAME	PHONE NUMBER	EMAIL
<input type="text"/>	<input type="text"/>	<input type="text"/>

PRINCIPALS INFORMATION

(MUST HAVE AT LEAST 51% COMBINED OWNERSHIP)

PLEASE LIST ALL PRINCIPALS WHO, DIRECTLY OR INDIRECTLY, THROUGH ANY CONTRACT, ARRANGEMENT, UNDERSTANDING, RELATIONSHIP OR OTHERWISE, OWN 25% OR MORE OF THE EQUITY INTERESTS OF THE LEGAL ENTITY LISTED IN THIS APPLICATION. IF MORE THAN TWO PRINCIPALS PLEASE INCLUDE IN SCHEDULE B.

PRINCIPAL 1:			<input type="checkbox"/> IS A P.E.P?	<input type="checkbox"/> IS CONTROLLING PERSON?		
FIRST NAME	MIDDLE NAME	LAST NAME	SSN	% OWNERSHIP	TITLE	
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	
HOME ADDRESS			CITY	STATE	ZIP	
<input type="text"/>			<input type="text"/>	<input type="text"/>	<input type="text"/>	
PHONE NUMBER	EMAIL		DL NUMBER, STATE	EXP. DATE	DATE OF BIRTH	
<input type="text"/>	<input type="text"/>		<input type="text"/>	<input type="text"/>	<input type="text"/>	
PRINCIPAL 2:			<input type="checkbox"/> IS A P.E.P?	<input type="checkbox"/> IS CONTROLLING PERSON?		
FIRST NAME	MIDDLE NAME	LAST NAME	SSN	% OWNERSHIP	TITLE	
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	
HOME ADDRESS			CITY	STATE	ZIP	
<input type="text"/>			<input type="text"/>	<input type="text"/>	<input type="text"/>	
PHONE NUMBER	EMAIL		DL NUMBER, STATE	EXP. DATE	DATE OF BIRTH	
<input type="text"/>	<input type="text"/>		<input type="text"/>	<input type="text"/>	<input type="text"/>	

CONTROLLING PERSON

IS THIS INDIVIDUAL ALREADY LISTED IN THE PRINCIPALS SECTION? (IF NO, PLEASE COMPLETE THE NEXT SECTION)						<input type="checkbox"/> NO	<input type="checkbox"/> YES
FIRST NAME	MIDDLE NAME	LAST NAME	SSN	% OWNERSHIP	TITLE		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>		
HOME ADDRESS			CITY	STATE	ZIP		
<input type="text"/>			<input type="text"/>	<input type="text"/>	<input type="text"/>		
PHONE NUMBER	EMAIL		DL NUMBER, STATE	EXP. DATE	DATE OF BIRTH		
<input type="text"/>	<input type="text"/>		<input type="text"/>	<input type="text"/>	<input type="text"/>		

BANK ACCOUNT INFORMATION

BANK ACCOUNT NUMBER	ROUTING NUMBER	<input type="checkbox"/> CHECKING	<input type="checkbox"/> SAVINGS
<input type="text"/>	<input type="text"/>	<input type="checkbox"/> MERCHANT FEES & CHARGEBACKS	<input type="checkbox"/> DEPOSITS <input type="checkbox"/> BOTH
BANK ACCOUNT NUMBER	ROUTING NUMBER	<input type="checkbox"/> CHECKING	<input type="checkbox"/> SAVINGS
<input type="text"/>	<input type="text"/>	<input type="checkbox"/> MERCHANT FEES & CHARGEBACKS	<input type="checkbox"/> DEPOSITS

MERCHANT QUESTIONNAIRE (PLEASE PROVIDE ALL APPLICABLE INFORMATION)

HAVE MERCHANT OR PRINCIPALS EVER FILED BANKRUPTCY?

☐ NEVER FILED ☐ BUSINESS BANKRUPTCY ☐ PERSONAL BANKRUPTCY (IF YES, PLEASE EXPLAIN):

DOES THIS BUSINESS CURRENTLY PROCESS CARDS?

☐ NO ☐ YES (IF YES, PLEASE LIST CURRENT PROCESSORS):

HAVE MERCHANT OR PRINCIPALS EVER BEEN TERMINATED FROM ACCEPTING BANKCARDS FOR THIS BUSINESS OR ANY OTHER BUSINESSES?

☐ NO ☐ YES (IF YES, PLEASE EXPLAIN):

HOW IS THE CARD PAYMENT INFORMATION ENTERED IN THE PAYMENT SYSTEM? ☐ MERCHANT ☐ CONSUMER IF ☐ OTHER:

PLEASE LIST ANY EQUIPMENT AND/OR SOFTWARE USED TO PROCESS CARDS (POINT-OF-SALE, TERMINAL, PAYMENT GATEWAY, CRM ETC.):

IS YOUR BUSINESS PCI COMPLIANT? ☐ NO ☐ YES

PAYMENT CARD INDUSTRY DATA SECURITY STANDARD: MUST PROVIDE COPY OF SELF ASSESSMENT QUESTIONNAIRE. IF APPLICABLE, MUST PROVIDE CERTIFICATE OF COMPLIANCE. MERCHANTS HAVE 90 DAYS AFTER BOARDING TO BECOME PCI COMPLIANT BY PROVIDING SAQ AND/OR SCAN OR WILL BE CHARGED NON-COMPLIANCE FEE.

DO YOU OWN THE PRODUCT/INVENTORY? ☐ YES IF ☐ NO, PLEASE EXPLAIN:

WHERE IS THE PRODUCT STORED/SHIPPED FROM? ☐ BUSINESS LOCATION ☐ OWN WAREHOUSE ☐ FULFILLMENT CENTER (PLEASE PROVIDE CONTACT AND AGREEMENT)

MERCHANT LOCATION: ☐ SHOPPING CENTER ☐ OFFICE BUILDING ☐ INDUSTRIAL BUILDING ☐ RESIDENCE ☐ OTHER

MERCHANT: ☐ OWNS ☐ RENTS

AREA ZONED: ☐ COMMERCIAL ☐ INDUSTRIAL ☐ RESIDENTIAL

SQUARE FOOTAGE: ☐ 0-500 ☐ 501-2500 ☐ 2501-5000 ☐ 5000-10,000 ☐ 10,000+

SALES PROFILE

AVERAGE TICKET: \$ HIGH TICKET: \$ MONTHLY VOLUME VS/MC/DS: \$ MONTHLY VOLUME AMEX: \$

SALES METHOD (TOTAL MUST EQUAL 100%) CARD PRESENT | RETAIL % CARD NOT PRESENT | MOTO % CARD NOT PRESENT | INTERNET %

LIST PERCENTAGE OF SALES TO: BUSINESS TO BUSINESS (B2B) % BUSINESS TO CONSUMER (B2C) %

WHICH PAYMENTS TYPE WOULD YOU LIKE TO ACCEPT? (CHECK ALL THAT APPLY)

☐ VS, MC, DS ☐ AMERICAN EXPRESS OPTBLUE®: ☐ PINLESS DEBIT ☐ PIN DEBIT ☐ EBT – EBT FNS NUMBER:

IS YOUR BUSINESS SEASONAL? ☐ NO IF ☐ YES: ☐ JAN ☐ FEB ☐ MAR ☐ APR ☐ MAY ☐ JUN ☐ JUL ☐ AUG ☐ SEP ☐ OCT ☐ NOV ☐ DEC

HOW MANY DAYS UNTIL THE CARDHOLDER RECEIVES THE PRODUCT OR SERVICE FROM WHEN THE CARD IS CHARGED? ☐ SAME DAY ☐ 1-5 ☐ 6-15 ☐ 16-30 ☐ OVER 30

WHEN IS CARDHOLDER CHARGED? ☐ DATE OF ORDER ☐ DATE OF SHIPMENT ☐ DATE OF DELIVERY IF ☐ OTHER:

DO YOU REQUIRE A DEPOSIT? ☐ NO IF ☐ YES: PERCENT OF SALES AMOUNT REQUIRED: % OR FLAT FEE: \$

BILLING FREQUENCY: ☐ ONE TIME ☐ WEEKLY ☐ MONTHLY ☐ QUARTERLY ☐ ANNUALLY IF ☐ OTHER:

DOES YOUR BILLING STRATEGY INVOLVE AUTOMATIC, NEGATIVE OPTION BILLING (TRIAL)? ☐ NO ☐ YES

DOES YOUR BUSINESS OFFER ANY OF THE FOLLOWING? ☐ REPLACEMENT ☐ REFUND ☐ PARTIAL REFUND ☐ NO REFUND

REFUND POLICY: ☐ UP TO 30 DAYS ☐ 31-90 DAYS ☐ OVER 90 DAYS ☐ NO REFUNDS IF ☐ OTHER:

FEE SCHEDULE

SELECT BILLING OPTION: ☐ DAILY ☐ MONTHLY

<input type="checkbox"/> PASS THROUGH INTERCHANGE PLUS				<input type="checkbox"/> FLAT RATE			
IC + VS/MC/DS	%	TRANSACTION FEE VS/MC/DS	\$	DISCOUNT RATE VS/MC/DS	%	TRANSACTION FEE VS/MC/DS	\$
IC + AMEX	%	TRANSACTION FEE AMEX	\$	DISCOUNT RATE AMEX	%	TRANSACTION FEE AMEX	\$

<input type="checkbox"/> TIERED				ADDITIONAL SERVICES			
QUALIFIED RATE VS/MC/DS	%	TRANSACTION FEE VS/MC/DS	\$	PIN DEBIT RATE	%	PIN DEBIT TRANSACTION FEE	\$
+ MIDQUAL RATE VS/MC/DS	+	%	+\$	EBT RATE	%	EBT TRANSACTION FEE	\$
+ NONQUAL RATE VS/MC/DS	+	%	+\$	PINLESS DEBIT RATE	%	PINLESS DEBIT TNX FEE	\$
QUALIFIED RATE AMEX	%	TRANSACTION FEE AMEX	\$	AUTHORIZATION FEES			
+ MIDQUAL RATE AMEX	+	%	+\$	AUTHORIZATION FEE	\$	AVS TRANSACTION FEE	\$
+ NONQUAL RATE AMEX	+	%	+\$	VOICE AUTH/IVR FEE	\$		

SERVICE FEES							
BATCH FEE (PER)	\$	PORTAL ACCESS FEE (MONTHLY)	\$	CHARGEBACK FEE (PER)	\$	CHARGEBACK REVERSAL FEE (PER)	\$
MAINTENANCE FEE (MONTHLY)	\$	MONTHLY MINIMUM FEE	\$	RETRIEVAL FEE (PER)	\$	ARBITRATION FEE (PER)	\$
PCI COMPLIANCE FEE (MONTHLY)	\$	PCI NON-COMPLIANCE FEE (MONTHLY)	\$	G2 MONITORING FEE (MONTHLY)	\$	ACH REJECT FEE (PER)	\$
APPLICATION FEE (ONE TIME)	\$	PINLESS DEBIT SET UP FEE (ONE TIME)	\$	ANNUAL FEE	\$		

THE QUALIFIED RATE & PASS THRU INTERCHANGE PLUS PROGRAMS INCLUDE ALL VISA, MASTERCARD, DISCOVER, UNLESS OTHERWISE NOTED. AMERICAN EXPRESS SHALL DEDUCT A FEE FROM EACH CHARGE FROM MERCHANT SUBMITTED TO AMERICAN EXPRESS BY BANK (OR ISO) FOR SETTLEMENT ("WHOLESALE FEE"). THE WHOLESALE FEE IS NOT INTERCHANGE. A 0.20% FEE WILL APPLY TO ALL AMERICAN EXPRESS TRANSACTIONS FOR MERCHANTS IN THE AMERICAN EXPRESS OPTBLUE PROGRAM. TO PASS THROUGH MASTERCARD'S ANNUAL ACQUIRER LICENSE FEE, ASSESSMENTS FOR MASTERCARD TRANSACTIONS WILL BE CHARGED THE CURRENT ACQUIRER LICENSE FEE. ALL OTHER CARD BRAND & NETWORK FEES ARE PASSED THROUGH AT THE RATES ESTABLISHED BY THE CARD BRANDS.

GATEWAY FEES (PER PROCESSOR)

SET UP (ONE TIME) \$ TRANSACTION FEE (PER) \$ SERVICE FEE (MONTHLY) \$

ADDITIONAL SERVICES FEE SCHEDULE

ADDITIONAL SERVICES WILL BE CHARGED AT THE STANDARD RATE SPECIFIED BELOW. APPLIED FEES AND SERVICES WILL BE SPECIFIC TO MERCHANT'S SELECTION AND RESPECTIVE PROVIDER. ANY INCREASES IN COST WILL BE PASSED THROUGH AT THE RATE ESTABLISHED BY THE PROVIDER. MERCHANT WILL BE SUBJECT TO PROVIDERS T&C, PEPPER PAY IS NOT LIABLE FOR ANY BREACH OR FAILURE OF SERVICE BY A PROVIDER. BY SELECTING ANY OF THE BELOW SERVICE'S, MERCHANT AGREES TO ADHERE AND SUBSCRIBE TO THE SERVICE TERMS THAT CAN BE FOUND BELOW.

☐ PEPPER PAY GATEWAY (WHITE LABEL OF FLUIDPAY GATEWAY)

RULE ENGINE FEES:	SERVICE FEE (MONTHLY)	\$	TRANSACTION FEE (PER)	\$	ADVANCED TRANSACTION FEE (PER)	\$	COMMUNITY RULES (MONTHLY)	\$
CUSTOMER VAULT:	SERVICE FEE (MONTHLY)	\$	CUSTOMER ACTION (PER)	\$	PAYMENT METHOD ACTION (PER)	\$	ACCOUNT UPDATER ACTION (PER)	\$
	ACCOUNT UPDATER (MONTHLY)	\$	TOKEN DECRYPTION ACTION (PER)	\$	LINE-ITEM ADVANCED FIELDS (MONTHLY)	\$	LINE-ITEM ADVANCED FIELDS (PER)	\$
THIRD PARTY API:	VERIFI (PER)	\$	DOMESTIC SMS (PER)	\$	MIDIGATOR ORDER API (PER)	\$		
OTHER:	DUAL PRICING LICENSE (MONTHLY)	\$	EMV (MONTHLY)	\$	QUICKBOOKS INTEGRATION (MONTHLY)	\$	INVOICING FEES (PER CREATE, UPDATE, RESEND)	\$

☐ NMI GATEWAY

[MERCHANT T&C - NMI](#)

AUTHVIA TXT2PAY®:	SET UP (ONE TIME)	\$	SERVICE FEE (MONTHLY)	\$	CONVERSATION FEE (PER CREATION)	\$
AUTOMATIC CARD UPDATER:	SET UP (ONE TIME)	\$	SERVICE FEE (MONTHLY)	\$	TRANSACTION FEE (PER UPDATED RECORD)	\$
CUSTOMER TOKEN VAULT:	SERVICE FEE (MONTHLY)	\$	CRYPTOGRAM FEE	\$	LIFECYCLE EVENT FEE (PER EVERY TOKENIZE, ADD, UPDATE, AND DELETE ACTION)	\$
CUSTOMER VAULT:	SET UP (ONE TIME)	\$	SERVICE FEE (MONTHLY)	\$	TRANSACTION FEE (PER ADD, UPDATE, AND DELETE ACTION)	\$
INVOICING:	SET UP (ONE TIME)	\$	SERVICE FEE (MONTHLY)	\$	TRANSACTION FEE (PER CREATED, PAID, UPDATED, AND CLOSED)	\$
LEVEL 3 ADVANTAGE:	SET UP (ONE TIME)	\$	SERVICE FEE (MONTHLY)	\$	TRANSACTION FEE (PER EACH TRANSACTION WITH LEVEL 3 DATA)	\$
SHOPIFY:	SET UP (ONE TIME)	\$	SERVICE FEE (MONTHLY)	\$	TRANSACTION AMOUNT FEE (PER PROCESSED VOLUME ON SHOPIFY APP)	%
PAYER AUTH 2.0 (3D SECURE):	SET UP (ONE TIME)	\$	SERVICE FEE (MONTHLY)	\$	TRANSACTION FEE (PER VERIFICATION ATTEMPT ACTION)	\$
FRAUD PREVENTION & KOUNT FRAUD:	SET UP (ONE TIME)	\$	SERVICE FEE (MONTHLY)	\$	TRANSACTION FEE (PER AUTH & SALE)	\$
OTHER:	MOBILE GATEWAY (MONTHLY PER DEVICE)	\$	BILL CONNECT FEE (MONTHLY)	\$	ENCRYPTED DEVICES (MONTHLY PER DEVICE)	\$

☐ AUTH.NET GATEWAY

[MERCHANT T&C - AUTH.NET](#)

BATCH FEE (PER)	\$
ACCOUNT UPDATER ACTION (PER)	\$

DEJAVOO PRODUCTS:

<input type="checkbox"/> IPOS POS	TERMINAL / CLOUD POS / ANDROID IPOS GO! (MONTHLY PER 1 ST TPN AT LOCATION)	\$	APPLE IPOS GO! / TAP ON PHONE (MONTHLY PER FIRST TPN AT LOCATION)	\$	ADDITIONAL TERMINAL / CLOUD POS / IPOS GO! (MONTHLY PER TPN AT LOCATION)	\$
	TAP ON PHONE SET UP FEE (ONE TIME)	\$	APPLE IPOS GO! / TAP ON PHONE (PER TRANSACTION)	\$	SMS RECEIPT (PER SMS PER TRANSACTION)	\$
	HOSTED PAYMENTS (PER TRANSACTION)	\$	QUICK BOOKS INTEGRATION (PER TRANSACTION; MAX OF \$10.00 PER TPN)	\$	PROMOTIONAL SMS (PER SMS PER TRANSACTION)	\$
	SPIN FEE (MONTHLY PER 1 ST TPN AT LOCATION)	\$	ADDITIONAL SPIN FEE (MONTHLY PER TPN AT LOCATION)	\$	LITE INVENTORY (PER TPN)	\$
	LEVEL 2/LEVEL 3 INTERCHANGE OPTIMIZATION (MONTHLY PER 1 ST TPN AT LOCATION)	\$	ADDITIONAL LEVEL 2/LEVEL 3 INTERCHANGE OPTIMIZATION (MONTHLY PER TPN AT LOCATION)	\$		
<input type="checkbox"/> DEJAPAYPRO	RETAIL (MONTHLY PER 1 ST STATION AT LOCATION)	\$	RESTAURANT – COUNTER SERVICE & TABLE SERVICE (MONTHLY PER 1 ST STATION AT LOCATION)	\$	RESTAURANT – ONLINE ORDERING (MONTHLY)	\$
	ADDITIONAL TABLET/REGISTER (MONTHLY PER DEVICE AT LOCATION)	\$	ADDITIONAL DEJAVOO TERMINAL (MONTHLY PER DEVICE AT LOCATION)	\$		
<input type="checkbox"/> DENOVO (APPLIES TO ALL STAND-ALONE TERMINALS)						
	FULL SUITE (MONTHLY PER 1 ST TPN AT LOCATION)	\$	FULL SUITE (MONTHLY PER ADDITIONAL TPN AT LOCATION)	\$	FULL SUITE WITH SPIN - MANDATORY (MONTHLY PER 1 ST TPN AT LOCATION)	\$
	NOT FULL SUITE WITH SPIN - MANDATORY (MONTHLY PER 1 ST TPN AT LOCATION)	\$	NOT FULL SUITE WITH SPIN - MANDATORY (MONTHLY PER ADDITIONAL TPN AT LOCATION)	\$	FULL SUITE WITH SPIN - MANDATORY (MONTHLY PER ADDITIONAL TPN AT LOCATION)	\$

<input type="checkbox"/> OVATION POS	TRANSACTION FEE (PER)	\$
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[MERCHANT T&C - OVATION](#)

	TERMINAL	TERMINAL +	MOBILE	REGISTER	TABLE
SET UP (ONE TIME)	\$	\$	\$	\$	\$
SOFTWARE FEE (MONTHLY)	\$	\$	\$	\$	\$

☐ RDR, VERIFY AND ETHOCA ALERTS ENROLLMENT

<https://pepperpay.com/tc.rdr.alerts.pdf>

ETHOCA, VERIFI CDRN & RDR ALERTS (PER ALERT)	\$	AUTO-RESOLUTION – ETHOCA & CDRN (PER OCCURENCE)	\$	3D SEND (PER TRANSACTION + SMS COST)	\$	
VERIFI ORDER INSIGHT: (PER)		VERIFI COMPELLING EVIDENCE 3.0: (PER)		3D SECURE 2+: (PER VERIFICATION ATTEMPT ACTION)		
MCC TIER 1	\$		MCC TIER 1	\$	0 - 250,000	\$
MCC TIER 2	\$		MCC TIER 2	\$	250,000 - 500,000	\$
MCC TIER 3	\$		MCC TIER 3	\$	500,000 to 1 mil	\$
					> 1 mil	\$

RESERVE TERMS

RESERVE TYPE: ☐ NO RESERVE ☐ CAPPED ☐ UPFRONT ☐ ROLLING RESERVE AMOUNT \$ RESERVE PERCENTAGE % RESERVE TERM

FUNDS WILL BE HELD AND RELEASED AS INDICATED IN THE SECTION, AND IN ACCORDANCE WITH OUR SIGNED MERCHANT PROCESSING AGREEMENT. WE WILL WITHHOLD THE PERCENTAGE LISTED ABOVE FROM THE TOTAL GROSS TRANSACTIONS FROM EACH SETTLEMENT. ELIGIBLE FUNDS WILL BE RELEASED AFTER THE ROLLING RESERVE PERIOD LISTED ABOVE. PEPPER PAY MAY EXTEND THE RESERVE PERIOD BASED ON THE CURRENT RISK ASSESSMENT OF THE ACCOUNT.

MERCHANT ACCEPTANCE AND AGREEMENT

BY EXECUTING THIS MERCHANT APPLICATION ON BEHALF OF THE MERCHANT DESCRIBED ABOVE (THE "MERCHANT"), THE UNDERSIGNED INDIVIDUAL(S): (i) REPRESENT(S) AND WARRANT(S) THAT ALL INFORMATION CONTAINED IN THIS MERCHANT APPLICATION IS TRUE, CORRECT AND COMPLETE AS OF THE DATE OF THIS MERCHANT APPLICATION, AND THAT SUCH INDIVIDUAL(S) HAVE THE REQUISITE CORPORATE POWER AND AUTHORITY TO COMPLETE AND SUBMIT THIS MERCHANT APPLICATION AND MAKE AND PROVIDE THE ACKNOWLEDGEMENTS, AUTHORIZATIONS AND AGREEMENTS SET FORTH HEREIN, BOTH ON BEHALF OF THE MERCHANT AND INDIVIDUALLY; (ii) ACKNOWLEDGE(S) THAT THE INFORMATION CONTAINED IN THIS MERCHANT APPLICATION IS PROVIDED FOR THE PURPOSE OF OBTAINING, OR MAINTAINING A MERCHANT ACCOUNT WITH BANK AND ISO ON BEHALF OF THE MERCHANT; (iii) AUTHORIZE BANK AND ISO TO INVESTIGATE THE CREDIT OF THE MERCHANT AND EACH PERSON LISTED ON THIS MERCHANT APPLICATION; (iv) AGREE(S), ON BEHALF OF THE MERCHANT AND IN THE EVENT THIS MERCHANT APPLICATION IS ACCEPTED AND EXECUTED BY BANK AND ISO, TO THE FEE SCHEDULE SET FORTH ABOVE AND TO THE TERMS AND CONDITIONS OF THE MERCHANT AGREEMENT INCLUDED WITH AND INCORPORATED INTO THIS MERCHANT APPLICATION. MERCHANT UNDERSTANDS THAT THIS APPLICATION AND THE MERCHANT AGREEMENT (COLLECTIVELY THE "AGREEMENT") SHALL NOT TAKE EFFECT UNTIL MERCHANT HAS BEEN APPROVED BY BANK AND ISO, AND A MERCHANT NUMBER IS ISSUED.

BY SIGNING OR SUBMITTING THIS APPLICATION, MERCHANT AND THE UNDERSIGNED AGREE TO BE BOUND BY PEPPER PAY'S TERMS AND CONDITIONS, WHICH ARE INCORPORATED HEREIN AND CAN BE FOUND HERE: <https://pepperpay.com/tc.ev.es.pdf> CHANGES OR MODIFICATIONS TO PEPPER PAY'S TERMS AND CONDITIONS WILL NOT BE ACCEPTED UNLESS IN A WRITTEN AMENDMENT SIGNED BY MERCHANT AND PEPPER PAY.

PRINCIPAL 1 SIGNATURE	PRINTED FULL NAME	TITLE	DATE
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>
PRINCIPAL 2 SIGNATURE	PRINTED FULL NAME	TITLE	DATE
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>
BANK SIGNATURE	PRINTED FULL NAME	TITLE	DATE
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>
PEPPER PAY SIGNATURE	PRINTED FULL NAME	TITLE	DATE
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>

PERSONAL GUARANTEE

IN CONSIDERATION OF BANK'S AND ISO'S ACCEPTANCE OF THE AGREEMENT (AS THAT TERM IS DEFINED ABOVE), THE UNDERSIGNED PRINCIPAL ("GUARANTOR") (JOINTLY AND SEVERALLY IF MORE THAN ONE) UNCONDITIONALLY GUARANTEES THE PERFORMANCE OF ALL OBLIGATIONS OF MERCHANT TO BANK AND ISO UNDER THE AGREEMENT, AND PAYMENT OF ALL SUMS DUE THEREUNDER, AND IN THE EVENT OF DEFAULT, HEREBY WAIVES NOTICE OF DEFAULT AND AGREES TO INDEMNIFY BANK AND ISO FOR ALL FUNDS DUE FROM MERCHANT PURSUANT TO THE TERMS OF THE AGREEMENT. GUARANTOR WAIVES ANY AND ALL RIGHTS OF SUBROGATION, REIMBURSEMENT OR INDEMNITY DERIVED FROM MERCHANT, AND FURTHER WAIVES ANY AND ALL RIGHTS OR DEFENSES ARISING BY REASON OF ANY MODIFICATION OR CHANGE IN THE TERMS OF THE AGREEMENT WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE RENEWAL, EXTENSION, ACCELERATION, OR OTHER CHANGE IN THE TIME ANY PAYMENT OR OTHER PERFORMANCE THEREUNDER IS DUE, AND/OR ANY CHANGE IN ANY INTEREST OR DISCOUNT RATE OR FEE THEREUNDER. GUARANTOR CONFIRMS THAT GUARANTOR, COLLECTIVELY OR INDIVIDUALLY, IS A PARTY TO THE AGREEMENT, AND UNCONDITIONALLY AND SPECIFICALLY AUTHORIZES BANK AND ISO OR THEIR AUTHORIZED AGENTS, TO DEBIT ANY OVERDUE FEES, COSTS, CHARGEBACKS, FINES, FEES, PENALTIES, EXPENSES OR OBLIGATIONS UNDER THE AGREEMENT AND / OR ANY CONTRACTUAL RELATIONSHIP WITH BANK AND ISO FROM ANY PERSONAL CHECKING ACCOUNT OR OTHER ACCOUNT OWNED OR CONTROLLED BY GUARANTOR, AND FURTHER TO REPORT ANY DEFAULT HEREUNDER ON GUARANTOR'S PERSONAL CREDIT BUREAU REPORT. GUARANTOR AGREES TO PAY ALL COSTS AND EXPENSES OF WHATEVER NATURE, INCLUDING ATTORNEYS' FEES AND OTHER LEGAL EXPENSES, INCURRED BY OR ON BEHALF OF BANK OR ISO IN CONNECTION WITH THE ENFORCEMENT OF THIS GUARANTY.

GUARANTOR 1 SIGNATURE	PRINTED FULL NAME	DATE
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>
GUARANTOR 2 SIGNATURE	PRINTED FULL NAME	DATE
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>

BANK DISCLOSURE: MEMBER BANK INFORMATION

☐ ESQUIRE BANK ☐ EVOLVE BANK & TRUST
 100 JERICHO QUADRANGLE STE 100, JERICHO, NY 11753 | 516-535-2002 6070 POPLAR AVE STE 100, MEMPHIS, TN 38119 | 866-234-9348

IMPORTANT BANK RESPONSIBILITIES:

1. BANK IS THE ONLY ENTITY APPROVED TO EXTEND ACCEPTANCE OF VISA PRODUCTS DIRECTLY TO A MERCHANT.
2. BANK MUST BE A PRINCIPAL (SIGNOR) TO THE MERCHANT AGREEMENT.
3. BANK IS RESPONSIBLE FOR EDUCATING MERCHANTS ON PERTINENT VISA OPERATING REGULATIONS WITH WHICH MERCHANTS MUST COMPLY.
4. BANK IS RESPONSIBLE FOR AND MUST PROVIDE SETTLEMENT FUNDS TO THE MERCHANT.
5. BANK IS RESPONSIBLE FOR ALL FUNDS HELD IN RESERVE THAT ARE DERIVED FROM SETTLEMENT.

IMPORTANT MERCHANT RESPONSIBILITIES:

1. ENSURE COMPLIANCE WITH CARDHOLDER DATA SECURITY AND STORAGE REQUIREMENTS.
2. MAINTAIN FRAUD AND CHARGEBACKS BELOW THRESHOLDS.
3. REVIEW AND UNDERSTAND THE TERMS OF THE MERCHANT AGREEMENT.
4. COMPLY WITH VISA OPERATING REGULATIONS.

THE RESPONSIBILITIES LISTED ABOVE DO NOT SUPERSEDE TERMS OF THE MERCHANT AGREEMENT AND ARE PROVIDED TO ENSURE THE MERCHANT UNDERSTANDS SOME IMPORTANT OBLIGATIONS OF EACH PARTY AND THAT THE VISA MEMBER – BANK - IS THE ULTIMATE AUTHORITY SHOULD THE MERCHANT HAVE ANY PROBLEMS.

PRINCIPAL 1 SIGNATURE	PRINTED FULL NAME	TITLE	DATE
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>
PRINCIPAL 2 SIGNATURE	PRINTED FULL NAME	TITLE	DATE
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>