

**PROPAY**

INTERNAL USE ONLY	
SUB -MERCHANT #	AGENT/SALES PARTNER

## BUSINESS INFORMATION

CORPORATE / LEGAL NAME		SUB-MERCHANT NAME (DBA OR TRADE NAME)		
LEGAL ADDRESS		CITY	STATE	ZIP
DBA ADDRESS <input type="checkbox"/> SAME AS A LEGAL ADDRESS		CITY	STATE	ZIP
MAILING ADDRESS <input type="checkbox"/> SAME AS A LEGAL ADDRESS <input type="checkbox"/> SAME AS A DBA ADDRESS		CITY	STATE	ZIP
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="checkbox"/> NON-PROFIT (MUST PROVIDE 501C3 LETTER)	<input type="checkbox"/> ASSOCIATION/ESTATE/TRUST	<input type="checkbox"/> INTERNATIONAL	IF <input type="checkbox"/> OTHER: _____
HOW LONG IN BUSINESS?	WEBSITE ADDRESS	PRODUCT OR SERVICE SOLD:		

## CONTACT INFORMATION

CUSTOMER SERVICE NUMBER	CUSTOMER SERVICE EMAIL ADDRESS	CHARGEBACK NOTIFICATIONS EMAIL ADDRESS
PRIMARY CONTACT NAME	PHONE NUMBER	EMAIL
ACCOUNTING CONTACT NAME	PHONE NUMBER	EMAIL

## 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
HOME ADDRESS		CITY	STATE
PHONE NUMBER	EMAIL	DL NUMBER, STATE	EXP. DATE
PRINCIPAL 2:		<input type="checkbox"/> IS A P.E.P?	<input type="checkbox"/> IS CONTROLLING PERSON?
FIRST NAME	MIDDLE NAME	LAST NAME	SSN
HOME ADDRESS		CITY	STATE
PHONE NUMBER	EMAIL	DL NUMBER, STATE	EXP. DATE

## 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
HOME ADDRESS		CITY	STATE	ZIP	
PHONE NUMBER	EMAIL	DL NUMBER, STATE	EXP. DATE	DATE OF BIRTH	

## BANK ACCOUNT INFORMATION

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

**SUB-MERCHANT QUESTIONNAIRE (PLEASE PROVIDE ALL APPLICABLE INFORMATION)****HAVE SUB-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?** ☐ SUB-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. SUB-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®:**IS YOUR BUSINESS SEASONAL?** ☐ NO IF ☐ YES: ☐ JAN ☐ FEB ☐ MAR ☐ APR ☐ MAY ☐ JUN ☐ JUL ☐ AUG ☐ SP ☐ 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**FLAT RATE**DISCOUNT RATE VS/MC/DS % TRANSACTION FEE VS/MC/DS DISCOUNT RATE AMEX % TRANSACTION FEE AMEX **SERVICE FEES**

BATCH FEE (PER)	<input type="text"/>	PORTAL ACCESS FEE (MONTHLY)	<input type="text"/>	MONTHLY MINIMUM FEE	<input type="text"/>	ANNUAL FEE	<input type="text"/>
CHARGEBACK FEE (PER))	<input type="text"/>	CHARGEBACK REVERSAL FEE (PER)	<input type="text"/>	RETRIEVAL FEE (PER)	<input type="text"/>	ARBITRATION FEE (PER)	<input type="text"/>
PCI COMPLIANCE FEE (MONTHLY)	<input type="text"/>	PCI NON-COMPLIANCE FEE (MONTHLY)	<input type="text"/>	G2 MONITORING FEE (MONTHLY)	<input type="text"/>	ACH REJECT FEE (PER)	<input type="text"/>
APPLICATION FEE (ONE TIME)	<input type="text"/>						

**GATEWAY FEES**SET UP (ONE TIME)  TRANSACTION FEE (PER)  SERVICE FEE (MONTHLY) 

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 SUB-MERCHANT SUBMITTED TO AMERICAN EXPRESS BY PROPAY (OR ISO) FOR SETTLEMENT ("WHOLESALE FEE"). THE WHOLESALE FEE IS NOT INTERCHANGE. A 0.20% FEE WILL APPLY TO ALL AMERICAN EXPRESS TRANSACTIONS FOR SUB-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.

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

BY SIGNING OR SUBMITTING THIS APPLICATION, SUB-MERCHANT AND THE UNDERSIGNED AGREE TO BE BOUND BY PROPAY'S TERMS AND CONDITIONS, WHICH ARE INCORPORATED HEREIN AND CAN BE FOUND HERE: <https://www.propay.com/en-US/Legal/ProFac-Sub-merchant-Terms-and-Conditions> CHANGES OR MODIFICATIONS TO PROPAY'S TERMS AND CONDITIONS WILL BE ACCEPTED UNLESS IN A WRITTEN AMENDMENT SIGNED BY SUB-MERCHANT AND PROPAY.

PRINCIPAL 1 SIGNATURE	PRINTED FULL NAME	TITLE	DATE
<div style="border: 1px solid black; height: 20px;"></div>	<div style="border: 1px solid black; height: 20px;"></div>	<div style="border: 1px solid black; height: 20px;"></div>	<div style="border: 1px solid black; height: 20px;"></div>
PRINCIPAL 2 SIGNATURE	PRINTED FULL NAME	TITLE	DATE
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PROPAY SIGNATURE	PRINTED FULL NAME	TITLE	DATE
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ISO SIGNATURE	PRINTED FULL NAME	TITLE	DATE
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## PERSONAL GUARANTEE

IN CONSIDERATION OF PROPAY'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 SUB-MERCHANT TO PROPAY 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 PROPAY AND ISO FOR ALL FUNDS DUE FROM SUB-MERCHANT PURSUANT TO THE TERMS OF THE AGREEMENT. GUARANTOR WAIVES ANY AND ALL RIGHTS OF SUBROGATION, REIMBURSEMENT OR INDEMNITY DERIVED FROM SUB-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 PROPAY 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 PROPAY 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 PROPAY OR ISO IN CONNECTION WITH THE ENFORCEMENT OF THIS GUARANTEE.

GUARANTOR 1 SIGNATURE	PRINTED FULL NAME	DATE
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GUARANTOR 2 SIGNATURE	PRINTED FULL NAME	DATE
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## BANK DISCLOSURE: MEMBER BANK INFORMATION

### 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.

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