

Merchant Application



Merchant # _____
New Location [] Additional Location []
5601 22nd Ave NW • Suite 200 • Seattle WA 98107
Tel: 866-701-4700 Fax: 206-428-7102
www.gravitypayments.com

Business Information

Business Name (DBA):
Physical Street Address (No P.O. Box): Mailing Address City: State: Zip:
Customer Service Phone #: Customer Service Email: Website: WWW.
Legal Business Name (As it appears on your income tax return):
Legal Address: [] Check here if same as DBA Mailing Address City: State: Zip:
Phone #: Contact:
Federal Tax ID # (As it appears on your income tax return): State Incorp.: Month/Year started: [] I certify that I am a foreign entity/nonresident alien. (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 III, Section A.4 of your Program Guide for more information)

Owners or Officers · Each Owner With 25% or more Equity Must be Listed Below + One Senior Manager/Executive

Primary Owner/Officer: Title: Date of Birth: Applicant's SSN #: % Equity Ownership:
Residence Address: City: State: Zip: Home Phone #:
Secondary Owner/Officer: Title: Date of Birth: Applicant's SSN #: % Equity Ownership:
Residence Address: City: State: Zip: Home Phone #:
Beneficial Owner: Title: Date of Birth: Applicant's SSN #: % Equity Ownership:
Residence Address: City: State: Zip: Home Phone #:
Beneficial Owner: Title: Date of Birth: Applicant's SSN #: % Equity Ownership:
Residence Address: City: State: Zip: Home Phone #:
Beneficial Owner: Title: Date of Birth: Applicant's SSN #: % Equity Ownership:
Residence Address: City: State: Zip: Home Phone #:

Each individual, if any, who, directly or indirectly, owns 25% or more of the equity interests of the legal entity is listed above along with at least one individual with significant responsibility for managing or directing the entity, (e.g., executive officer or a member of senior management).

Primary Owner/Officer (Initial): _____

Automated Clearing House (Bank Deposit Information)

Merchant authorizes Gravity Payments or Bank to present Automated Clearing House credits, Automated Clearing House debits, wire transfers, or depository transfer checks to and from the following account and to and from any other account for which Gravity Payments or Bank are authorized to perform such functions under the Merchant Processing Agreement, for the purposes set forth in said Agreement. This authorization extends to such entries in said account concerning lease, rental or purchase agreements for POS terminals and/or accompanying equipment and/or check guarantee fees and amounts due for supplies and materials. This Automated Clearing House authorization cannot be revoked until all Merchant obligations under this Agreement are satisfied, and Merchant gives Gravity Payments written notice of revocation.

Bank Routing Number (9 digits): Checking Account Number:

Business Profile

TYPE OF OWNERSHIP

- | | |
|--|---|
| <input type="checkbox"/> Sole Proprietor | <input type="checkbox"/> Association/Estate/Trust |
| <input type="checkbox"/> Partnership (Private) | <input type="checkbox"/> Partnership (Public) |
| <input type="checkbox"/> Corporation (Private) | <input type="checkbox"/> Corporation (Public) |
| <input type="checkbox"/> Publicly Traded LLC | <input type="checkbox"/> Private LLC |
| <input type="checkbox"/> Government Organization | <input type="checkbox"/> Tax Exempt Organization |

Gross Yearly Sales Volume (Cash + Credit + Debit + Check) _____

Types of Goods or Services _____

Do you currently accept credit cards? _____

Current Credit Card Processor: _____

Reason for Leaving: _____

Card Volume Sales Profile (be as accurate as possible):

Card Swipe _____ %

Manual Key Entry (Card Present) _____ %

Mail Order / Telephone _____ %

Internet _____ %

Total = 100%

Please List Avg. Yearly Volume for the following...

Avg. Mastercard/Visa _____

Avg. Disc Network/Paypal _____

Avg. American Express _____

Avg. American Express OptBlue Ticket _____

Avg. Ticket Size _____

Seasonal Yes No SIC/MCC: _____

Industry	Pricing Structure	Card Acceptance	<i>see section 1.9 of program guide)</i>
<input type="checkbox"/> Standard Retail & Restaurant	<input type="checkbox"/> Interchange & Association Fees Pass Through ¹	<input type="checkbox"/> MC Credit Trans Only	<input type="checkbox"/> MC Non-PIN Debit Trans
<input type="checkbox"/> MOTO / Key Entry	<input type="checkbox"/> Tiered ²	<input type="checkbox"/> VS Credit Trans Only	<input type="checkbox"/> VS Non-PIN Debit Trans <input type="checkbox"/> AMEX OptBlue® Only
<input type="checkbox"/> E-Commerce	<input type="checkbox"/> Flat Rate ³	<input type="checkbox"/> DSC Credit Trans Only	<input type="checkbox"/> DSC Non-Pin Debit Trans

VS/MC/DSC Discount Rate: _____ %	VS/MC/DS Signature Debit Discount Rate: _____ %
VS/MC/DSC Mid-Qualified Rate: _____ %	American Express OptBlue® Discount Rate: _____ %
VS/MC/DSC Non-Qualified Rate: _____ %	Pin Debit Discount Rate: _____ %

VS/MC/DSC Transaction Fee _____ Per Auth	Annual Fee _____ Per Year
American Express OptBlue® Transaction Fee _____ Per Auth	Batch Fee _____ Batch
Pin Debit Transaction Fee Plus Network Fees _____ Per Auth	Address Verification Service _____ Per Item
EBT Transaction Fee _____ Per Auth	Voice Auth Fee _____ Per Item
Non-Bankcard Transaction Fee (Includes American Express Direct, Voyager, and Wex) _____ Per Auth	Chargeback/ACH Reject Fee _____ Per Item
VS/MC/DSC Other Item Fee _____ Per Auth	Retrieval Fee _____ Per Item
	Voyager Discount Rate: _____ %
	Association Compliance Fee* _____ %
	Early Termination Fee _____
	Other Fees (Please Specify) _____
	Commercial Card Interchange Service* <input type="checkbox"/> Yes <input type="checkbox"/> No
	<small>*With the CCIS, when transactions do not include any tax information we will compute the sales tax based on the applicable rate at your location to allow you to obtain the best interchange. When we compute the sales tax on your behalf, we will retain 50% of the interchange savings. If a transaction is fully or partially exempt, you should enter the tax amount (even if the amount is \$0.00) as CCIS applies to your local tax rate to the full amount of transactions when the prompt is bypassed.</small>

POS Dealer contact email (required): _____

Do you use Third Party to store, process or transmit cardholder data? Yes No

If yes, give name / address of the third party: _____

Please identify any software used for storing, transmitting, or processing Card Transactions or Authorization Requests: _____

I/We understand and agree to the following: 1) Pass through fees include all Interchange and Card Association Fees. Card Association Fees include: Dues and Assessments, Visa FANF, Visa Misuse of Auth Fee, Visa ACQ Processing Fee, Visa Zero Floor Limit Fee, Visa Int'l ACQ Fee, Visa ACQ ISA Fee, Visa Trans Integrity Fee, Visa File Transmission Fee, Visa Acquirer Credit Voucher Data Processing Fee, MC ACQ Support Fee, MC Cross Border Fee, MC NABU Fee, MC Proc Integrity Fee, MC Kilobyte Fee, MC CVC2 Fee, MC ICA AVS Fee, MC Digital Enablement Fee, Discover Int'l Proc Fee, Discover Int'l Service Fee, Discover Data Usage Fee, Discover Network Auth Fee, American Express OptBlue® Network Fee, American Express OptBlue® Non-swiped Transaction Fee, American Express OptBlue® Inbound Fee, American Express OptBlue® Technical Specifications Non-Compliance Fee, and any other similar pass-through fees as may be created in the future. 2) The qualified rate as stated above will be charged electronically authorized payment card transactions that are in batches closed daily. All payment card transactions may be charged higher than the listed qualified rate (mid- or non-qualified rate). Card Association Fees, excluding Dues and Assessments, are passed through. 3) Interchange and Card Association Fees are encompassed in the Flat Rate, unless otherwise disclosed. *Association Compliance Fee of 0.01% is billed against total card volume and covers miscellaneous Card Association Fees Gravity Payments does not pass through, as well as the cost of mandatory IRS and PCI compliance reporting.

IMPORTANT NOTICE: All information contained in this application was completed, supplied and/or reviewed by the undersigned Merchant. Gravity Payments shall not be responsible for any change in printed terms unless specifically agreed to in writing by an officer of Gravity Payments and/or Wells Fargo Bank. By signing below you are agreeing to the provisions stated within this merchant application, on the reverse side (the Merchant Agreement) and acknowledge receipt of the Merchant Program Guide. Those provisions must be read before signing. By signing below, you agree to the terms on the first and second page of this MERCHANT Processing Agreement and the Merchant Program Guide. 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. 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.

PCI Fees

As required by the Card Brands, all merchants that process credit card transactions must complete PCI Compliance. The PCI Compliance Fee is assessed annually and is _____ for the first location and _____ for each additional location. Merchants have 90 days from the date their merchant account is opened to complete their PCI compliance. Merchants that are not compliant will incur a Non-Compliance fee of _____ per month for each account that does not maintain compliance.

SecureTrust will also provide breach protection coverage. This will cover costs associated with forensic audit fees, card replacement costs and fines assessed due to a breach. Breach protection terms are as follows:

- \$100,000 coverage per MID Opt In First Location
- \$0 deductible Additional Location
- \$500,000 maximum per year for merchants with multiple MIDs enrolled in breach protection

Individual Guaranty

Personal Guaranty: In exchange for Gravity Payments, Wells Fargo Bank, N.A. (the Guaranteed Parties) acceptance of, as applicable, the 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.

AGREED AND ACCEPTED:

Primary Owner / Officer—Signature:
X _____ Date: _____

Secondary Owner / Officer—Signature:
X _____ Date: _____

For All Businesses—Business Resolution

The indicated officer(s) identified as Primary and Secondary below have the authorization to execute the MERCHANT Processing Agreement on behalf of the here within named business. **THE UNDERSIGNED, "MERCHANT", UNDERSTANDS THAT THIS AGREEMENT SHALL NOT TAKE EFFECT UNTIL SAID MERCHANT HAS BEEN APPROVED BY BANK AND A MERCHANT NUMBER IS ISSUED. BY SIGNING BELOW, THE INDICATED OFFICER(S) HEREBY CERTIFY, TO THE BEST OF THEIR KNOWLEDGE, THAT THE BUSINESS INFORMATION PROVIDED ON THE APPLICATION, INCLUDING THE OWNERSHIP INFORMATION, IS COMPLETE AND CORRECT.**

Print Legal Name of Business:

 Primary Owner/Officer—Signature:
X _____ Date: _____
 Title: _____
 Secondary Owner/Office—Signature:
X _____ Date: _____
 Title: _____
 Accepted by Processor
 _____ Date: _____
 Title: _____
 Accepted by Wells Fargo Bank, N. A.
 _____ Date: _____
 Title: _____

PROCESSOR Name: Gravity Payments, Inc.
 INFORMATION: Address: 5601 22nd Ave NW, Suite 200, Seattle, WA 98107
 URL: _____
 Customer Service #: 1-866-701-4700

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, Visa, Discover and PayPal. Any transactions that fail to qualify for these reduced rates will be charged an additional fee (see Section 25 of the Program Guide).
2. **We may debit your bank account** (also referred to as your Settlement 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 14 of the Your Payments Acceptance 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 27, 37.3, and 39.10 of the Card 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 30, Term; Events of Default and Section 31, 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 prior to the expiration of your initial three (3) year term, 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. Card Organization Disclosure

Visa and MasterCard Member Bank Information: Wells Fargo Bank N.A.

The Bank's mailing address is P.O. Box 6079, Concord, CA 94524, and its phone number is 1-844-284-6834.

Important Member Bank Responsibilities:

- a) The Bank is the only entity approved to extend acceptance of Visa and MasterCard products directly to a merchant.
- b) The Bank must be a principal (signer) to the 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 reserve that are derived from settlement.
- f) The Bank is the ultimate authority should a merchant have any problems with Visa or MasterCard products (however, Processor also will assist you with any such problems).

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 and applicable law and regulations.
- e) Retain a signed copy of this Disclosure Page.
- f) You may download "Visa Regulations" from Visa's website at: <https://usa.visa.com/dam/VCOM/download/about-visa/visa-rules-public.pdf>
- g) You may download "Mastercard Regulations" from Mastercard's website at: www.mastercard.us/content/dam/mccom/global/documents/mastercard-rules.pdf.
- h) You may download "American Express Merchant Operating Guide" from American Express' website at: www.americanexpress.com/us/merchant.

Print Client's Business Legal Name:

By its signature below, Client acknowledges that it has received the Merchant Processing Application, Program Terms and Conditions [version GP2204(ia)] consisting of 40 pages [including this Confirmation Page and the applicable Third Party Agreement(s)].

Client further acknowledges reading and agreeing to all terms in the Program Terms and Conditions. Upon receipt of a signed facsimile or original of this Confirmation Page by us, Client's Application will be processed.

NO ALTERATIONS OR STRIKE-OUTS TO THE PROGRAM TERMS AND CONDITIONS WILL BE ACCEPTED.

Client's Business Principal:

Signature (Please sign below):

X _____

X _____

Please Print Name of Signer

Please Print Name of Signer

Title _____

Title _____

Date _____

Date _____