

Merchant Processing Application and Agreement



Please review the information below and sign if everything looks right. If you have any questions please contact your representative.

SETUP INFORMATION

Sales Code Application Platform

BUSINESS DETAILS

CONTACT INFORMATION

First Name Last Name
Email Phone Number

BUSINESS INFORMATION

NOTE: Failure to provide accurate information may result in a withholding of merchant funding per IRS regulations. (See Part IV, Section A.4 of your Program Guide for further information.)

Business Legal Name DBA Name
Tax Filing Name Tax Filing Method ☒ EIN ☐ SSN
Tax ID (EIN)
Type of Ownership
☒ Government ☐ Individual / Sole Proprietor ☐ LLC ☐ Non-Profit Org ☐ Private Corporation ☐ Partnership ☐ Public Corporation ☐ Tax Exempt
Stock Exchange (Only applicable for Public Corporations)
☐ NYSE or NASDAQ ☒ Other/Not Applicable
Stock Ticker Symbol
Industry (MCC) Business Description
Industry Options ☐ Quasi Cash Business Start Date
Website Business Phone

BUSINESS ADDRESS

Street Address 1
Street Address 2 City
State ZIP
Country

BUSINESS LEGAL MAILING ADDRESS

Street Address 1
Street Address 2 City
State ZIP
Country

OWNER INFORMATION

Please provide the following information for each individual who owns, directly or indirectly, 25% or more of the equity interest of your business, or who have significant responsibility to control, manage, or direct your business.

BUSINESS OWNER INFORMATION

First Name Last Name Street Address 1
Title Street Address 2 City
☐ CEO ☐ CFO ☐ COO ☐ LLC Member ☐ Owner ☐ Partner ☐ President
☐ Secretary ☐ Treasurer ☐ Vice President
State ZIP
% Ownership % Personal Guarantee ☐ Yes Country
SSN Date of Birth
Mobile Phone
Email

ADDITIONAL BUSINESS OWNER (1)

First Name Last Name Street Address 1
 % Ownership % SSN Street Address 2 City
 Date of Birth Mobile Phone State ZIP
 Country

ADDITIONAL BUSINESS OWNER (2)

First Name Last Name Street Address 1
 % Ownership % SSN Street Address 2 City
 Date of Birth Mobile Phone State ZIP
 Country

ADDITIONAL BUSINESS OWNER (3)

First Name Last Name Street Address 1
 % Ownership % SSN Street Address 2 City
 Date of Birth Mobile Phone State ZIP
 Country

ADDITIONAL BUSINESS OWNER (4)

First Name Last Name Street Address 1
 % Ownership % SSN Street Address 2 City
 Date of Birth Mobile Phone State ZIP
 Country

BANKING AND PROCESSING

DEPOSIT AND WITHDRAWAL BANK ACCOUNT

Bank Name
 Account Type ☒ Checking ☐ Savings
 Routing Number Account Number

PROCESSING VOLUME

Average Monthly Card Volume \$ / month
 Average Transaction Amount \$

PRODUCT / SERVICE DELIVERY WINDOWS

On average, Products / Services are delivered in
☒ 0-7 Days ☐ 8-14 Days ☐ 15-30 Days ☐ 30+ Days

MODE OF TRANSACTION

In Person %
 Telephone %
 Online %

Must total 100%

THIRD PARTY PROVIDER

Do you use any third party provider (TPP) to store, process or transmit cardholder data? (Examples include but are not limited to web hosting companies, Electronic Data Capture, Loyalty programs, software)

☐ Yes ☒ No

If so, please provide third party provider information:

TPP Name
 TPP Email
 TPP Phone

EQUIPMENT

NEW ORDERS

Product Name	Network	Qty	Price *	Frequency
CardPointe Gateway (RapidConnect North)	Cardnet	1	-	-
			\$	
			\$	
			\$	

Clover Menu Requested ☐

* Price does not include tax and shipping & handling.

SHIP EQUIPMENT TO

Ship To Attention	Terri Graham	Ship To Email	tgraham@baldwincountyal.gov
Street Address 1	15093 Landfill Drive		
Street Address 2		City	Summerdale
State	AL	ZIP	36580
Country	United States		

MERCHANT SERVICES

PAYMENTS ACCEPTED

American Express Opt Blue Discover Full ACQ Mastercard Visa

DISCOVER

Discover Program ☒ Discover Full ACQ ☐ Discover EASI

Discover EASI SE

Discover Industry Options

☐ Enable Incremental Authorizations

☐ Debt Repayment Program

AMERICAN EXPRESS

Amex Program ☒ Amex OptBlue ☐ Amex ESA

Amex ESA SE IATA/ARC Number

PRICING INFORMATION

PRICING

Discount Frequency

☒ Monthly ☐ Daily

Funding Rollup

☐ Net Fees and Deposits ☒ Separate Fees and Deposits ☐ Individual Batches

DUES & ASSESSMENTS

☐ Dues & Assessments

In addition to the fees described in this Merchant Application and Agreement, you must pay us all Card Organization Charges. "Card Organization Charges" means all fees, charges, liabilities, or obligations that a Card Organization imposes on us (1) in connection with your acceptance of its payment types, (2) in connection with the transactions processed under your MID, (3) as a result of your acts or omissions, or (4) as a result of the acts or omissions of others that act on your behalf or that provide services to you. Card Organization Charges are not subject to the consequential damages exclusion in Section 28 of the Program Guide and include but are not limited to: assessments (including but not limited to dues, issuer reimbursements, fines, penalties, and fraud recovery losses); fees established by the Card Organizations (including but not limited to access fees, switch fees, and file fees); adjustments; and Chargebacks.

PROGRAM

☒ Merchant Surcharge Program

A Surcharge is an additional fee that you add to relevant transactions as permitted by the Card Organization Rules and applicable laws (together, Applicable Laws). By choosing to assess a Surcharge and participate in this "Merchant Surcharge Program" (MSP), you agree that you are solely responsible for: (1) complying with all Applicable Laws and the Your Payments Acceptance Guide (which is contained in your Program Guide); (2) properly and clearly disclosing the existence and amount of any Surcharge to Cardholders in accordance with Applicable Laws; and (3) ensuring any Surcharge you add to a transaction does not exceed the limit provided in the Card Organization Rules. MSP is provided to you only by Processor and not by Bank.

You also agree that: (1) you are assessing a Surcharge on Cardholders for certain Credit Card transactions in an amount equal to the Surcharge Rate reflected below; (2) you will pay us the Discount Fees for Credit Card and Debit Card transactions on gross sales for all of the transactions that you submit (without reduction for refunds, returns, or chargebacks); (3) you will pay us the Transaction Fee (the fixed charge per transaction reflected below for each Debit Card transaction) for each sale and refund that you submit, as well as any other fees or charges reflected in this merchant processing agreement and which are not replaced by the MSP; (4) you will not assess a Surcharge for the portion of the transaction that is tip on paper, and you will be responsible to pay us the Discount Fee for the gross amount of all tips on paper; (5) you will be responsible to refund Cardholders any Surcharge you assess in the amount billed on such transaction; (6) you will not assess a Surcharge for card not present transactions on cardholders whose billing ZIP code corresponds to states or US territories where Surcharging is prohibited by Applicable Law (including but not limited to, Connecticut, Massachusetts, Puerto Rico), you will be responsible to pay us the Discount Fee for such transactions, and you will comply with Applicable Laws any time you apply the MSP; and (7) we may change or cancel this Merchant Surcharge Program upon notice to you. We disclaim all warranties regarding the MSP; it is provided to you on an "as-is, with all faults" basis. Your use of the MSP does not: (1) guarantee compliance with any laws, Card Organization Rules, or applicable standards (including the PCI DSS), (b) affect your obligation to comply with laws, Card Organization Rules, and applicable standards (including the PCI DSS), or (3) guarantee protection against a Data Incident.

Visa Credit Card Discount Fee	3.3816	%	Consumer Surcharge Rate Billed by Merchant	3.5	%
Mastercard Credit Card Discount Fee	3.3816	%	Debit Card Transaction Fee	\$ 0.25	/ Each
Discover Credit Card Discount Fee	3.3816	%			
Amex Credit Card Discount Fee	3.3816	%			
Debit Card Discount Fee	1.25	%			

TIERED

Discount Fees	Credit	Non-PIN Debit	Discount Fees	Credit	Non-PIN Debit
Visa Qualified	%	%	Discover Qualified	%	%
Visa Mid-Qualified	%	%	Discover Mid-Qualified	%	%
Visa Non-Qualified	%	%	Discover Non-Qualified	%	%
Mastercard Qualified	%	%	Amex Qualified	%	
Mastercard Mid-Qualified	%	%	Amex Mid-Qualified	%	
Mastercard Non-Qualified	%	%	Amex Non-Qualified	%	

INTERCHANGE PLUS

Pass Through Interchange — You will be charged the applicable interchange rate from Mastercard, Visa, Discover and American Express as well as the Discount Fees listed below. Interchange Rates are variable and are determined by how your transactions clear, and are subject to change.

Passthrough Interchange Costs ☐ Gross Interchange ☐ Net Interchange

Discount Fees	Credit / Non-PIN Debit
Visa Qualified	%
Mastercard Qualified	%
Discover Qualified	%
Amex Qualified	%

BILL BACK

Non-Qualified Surcharge Fee (excluding interchange pass-through fees, see Section 26.1) Applies to Non-qualified MC, Visa, Discover, American Express OptBlue Credit and/or Non-PIN Debit Transactions.

Discount Fees	Credit	Non-PIN Debit
Visa Qualified	%	%
Mastercard Qualified	%	%
Discover Qualified	%	%
Amex Qualified	%	

SWIPED/NON-SWIPED

(If selected, the discount fees below apply to all payment types and brands accepted unless otherwise noted in this agreement)

Swiped or Dipped Discount Fee (% of gross transactions)	%
Swiped or Dipped Transaction Fee	\$
Non-Swiped or Non-Dipped Discount Fee (% of gross transactions)	%
Non-Swiped or Non-Dipped Transaction Fee	\$

FLAT RATE

Discount Fees	Credit / Non-PIN Debit
Visa Qualified	%
Mastercard Qualified	%
Discover Qualified	%
Amex Qualified	%

AUTHORIZATION & TRANSACTION FEES

Authorization Fees (All Card Types)	\$ 0.00	/ Each
ACH Batch Fee	\$ 0.00	/ Each
Voice Authorization Fee	\$ 0.00	/ Each
Address Verification Fee (AVS)	\$ 0.00	/ Each
Transaction Fees (All Card Types)**	\$	/ Each

**Transaction Fees (All Card Types) and Gateway Transaction Fee will be added together and billed on your merchant statement as "Trans Fee".

CLOVER FEES

Clover Platform Fee	\$ 0.00	/ Monthly
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VOYAGER

Authorization Fee	\$	/ Each
Sales Discount		%

CARDPOINTE AND GATEWAY FEES

Setup Fee	\$ 0.00	(One Time)
CardPointe Monthly Platform Fee	\$ 0.00	/ Monthly
Gateway Monthly Fee	\$ 0.00	/ Monthly
Gateway Transaction Fee**	\$ 0.00	/ Each

**Gateway Transaction Fee and Transaction Fees (All Card Types) will be added together and billed on your merchant statement as "Trans Fee".

PIN DEBIT

Discount Fee		%
Transaction Fee	\$	/ Each

EBT

FNS#	
Transaction Fee	\$ / Each

WRIGHT EXPRESS

Discount Fee		%
Transaction Fee	\$	/ Each
Chargeback Fee	\$	/ Each
Retrieval Fee	\$	/ Each

TRANSARMOR

☐ TransArmor Data Protection	
TransArmor Monthly Fee	\$ / Monthly

MONTHLY AND MISCELLANEOUS FEES

Application Fee	\$ 0.00	(One Time)	Regulatory Product Fee	\$ 0.00	/ Monthly
Minimum Processing Fee	\$ 20.00	/ Monthly	PCI Non-Compliance Fee	\$ 29.95	/ Monthly
DDA Rejects	\$ 25.00	/ Each	Wireless Fee	\$ 0.00	/ Monthly
Statement Fee	\$ 0.00	/ Monthly	Wireless Activation Fee	\$ 0.00	(One Time)
Chargeback Fee	\$ 25.00	/ Each	PCI Annual Fee	\$ 0.00	/ Annual
Retrieval Fee	\$ 0.00	/ Each	PCI Concierge Monthly Fee	\$	/ Monthly
Annual Membership Fee	\$ 0.00	/ Annual			

CONFIRMATION

EARLY TERMINATION FEE

The initial term of this Agreement is three years from the date of your approval by our Credit Department (the Initial Term). If you terminate this Agreement before the end of the then current term or otherwise stop processing your transactions with us, you will be charged this Early Termination Fee. After the Initial Term, subject to Part IV, Section A.3, this Agreement shall automatically extend for an additional period of one year each (each an Extended Term).

Early Termination Fee

\$ 0.00

Client Initials

PERSONAL GUARANTEE

~~By signing below, signer(s) unconditionally guarantee(s) to the Processor and its successors and assigns the full and prompt payment when due of all its obligations of every kind and nature of Merchant arising directly or indirectly out of the Agreement and/or the TeleCheck / TRS Services Agreement or any document or agreement executed and delivered by Merchant in accordance with the terms of the Agreement. The undersigned further agrees to pay to the Processor all expenses including attorney fees and court costs paid or incurred by the Processor in collecting such obligations and in enforcing this Guaranty.~~

Signature

Date

AGREEMENT APPROVAL

Merchant Acceptance – Each person signing below agrees to the terms and conditions stated in the front and back of this agreement and certifies that all information provided in the application is true, correct and complete. 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 Agreement 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 by 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. Each signer authorizes CardConnect LLC and/or the Member Bank or any agent of the Member Bank, to make whatever inquiries CardConnect LLC and/or the Member Bank deem appropriate to investigate, verify, or research references, statements or data, including personal credit reports for the purpose of this application. Merchant understands this agreement shall not take effect until Merchant has been approved by CardConnect LLC and/or the Member Bank and a merchant number is issued.

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). To help the government fight the funding of terrorism and money laundering activities, servicers obtain, verify, and record certain information including your full name, physical address, and any other information needed for identity verification purposes while processing this MPA, as described in the USA Patriot Act.

Client certifies, under penalties of perjury, that the federal taxpayer identification number and corresponding filing name provided herein are correct.

SIGN YOUR AGREEMENT

Signature

Date

CARDCONNECT LLC

Application Approved By:

Signature

Title

Date

WELLS FARGO BANK N.A. (A MEMBER OF VISA USA, INC. AND MASTERCARD INTERNATIONAL, INC.)

By: First Data Merchant Services LLC, pursuant to a limited power of attorney

Signature

PROCESSOR INFORMATION

Name

CardConnect LLC

Address

1000 Continental Drive, Suite 300, King of Prussia
PA, 19406

URL

www.cardconnect.com

Customer Service (Phone)

1-877-828-0720