MERCHANT APPLICATION AND AGREEMENT

FINICAL INC.
638 LINDERO CANYON RD. SUITE 252 OAK PARK, CA 91377, (888) 707-7258

Agent Office / Sales Rep Name _____

MERCHANT BUSINESS INFORMATION ☐ I prefer not to receive electronic statements

Name of Ownership Entity
(Legal Name):

Corporate / Billing Address:

City:	State:	Zip:	+ Four (Zip + 4):

Telephone # (Landline):
(   )   -

Federal Tax ID:

IRS Tax Filing Name: (This is the business name you have used / will use to file taxes with IRS for your business.)

How long in present business?	Years	Months

DBA INFORMATION ☐ Check if DBA data same as Legal Information. If not indicate DBA name and complete section below

DBA Name:

Address:

City:	State:	Zip:	+ Four (Zip + 4):

Telephone #: ( ) -	Fax #: ( ) -

Business Email:

Merchant Customer Service # (If MOTO/Ecomm): (   )   -

Product or Service Sold (explain in full):

Business Website:

OWNERS OR OFFICERS (Ownership must be equal to or greater than 50%) - No P.O. Box

Title:	Email Address:	Percent Ownership: %
First Name:	Last Name:	Date of Birth: (mm/dd/yyyy): / /

Home Address:		City:	State:	Zip:	+ Four (Zip + 4):
Home Tel. #:( ) -	SSN:		Driver's Lic. #:		State:

Title:	Email Address:	Percent Ownership: %
First Name:	Last Name:	Date of Birth: (mm/dd/yyyy): / /

Home Address:		City:	State:	Zip:	+ Four (Zip + 4):
Home Tel. #:( ) -	SSN:		Driver's Lic. #:		State:

BUSINESS PROFILE | VISA / DISCOVER® / MASTERCARD / AMEX SALES PROFILE (be as accurate as possible)

Type of Ownership:
☐ Sole Proprietorship   ☐ Partnership
☐ Limited Liability   ☐ Government
☐ Corporation   ☐ Non-Profit

		VISA / DISCOVER / MASTERCARD	AMEX	High Ticket
Swipe: %	Ecomm: %			
MOTO/Keyed: %		Monthly Volume: $	Monthly Volume: $	$
	Total = 100%	Average Ticket: $	Average Ticket: $	

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

BANK DISCLOSURE

DEFINITIONS: "**Merchant Application**" means this Merchant Application between Wells Fargo Bank, Pivotal Payments Inc., Finical Inc. (each "ISO") and Merchant.
"**Merchant Agreement**" means this Merchant Application once approved and accepted by Wells Fargo Bank together with the Terms and Conditions of the Merchant Agreement found at http://finicalinc.com/WMBA012016.pdf

Member Bank Information: Wells Fargo Bank, 1200 Montego, Walnut Creek, CA 94598 • Phone (844) 284-6834
Important Member Bank Responsibilities:
1. The Bank is the only entity approved to extend acceptance of Card Association products directly to a Merchant.
2. The Bank must be a principal (signer) to the Merchant Agreement.
3. The Bank is responsible for and must provide settlement funds to the Merchant.
4. 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.
5. The Bank is responsible for all funds held in reserve.

Important Merchant Responsibilities:
1. Ensure compliance with cardholder data security and storage requirements.
2. Maintain fraud and chargebacks below Card Organization thresholds.
3. Review and understand the terms of the Merchant Agreement.
4. Comply with Card Organization rules.
5. Retain a signed copy of this Disclosure Page.

Merchant Resources:
Download "Visa Regulations" at: http://usa.visa.com/merchants/operations/op_regulations.html
Download "MasterCard Rules" at: http://www.mastercard.com/us/merchant/support/rules.html
The responsibilities listed above do not supersede terms of the online Merchant Agreement and are provided to ensure the Merchant understands some important obligations of each party and that the Visa Member - Wells Fargo Bank - is the ultimate authority should the Merchant have any problems.

Merchant Signature **X**: _____ Title: _____ Date: _____

PCI* AND PAYMENTS APPLICATION COMPLIANCE

1. Do you store credit card numbers? ☐ Yes   ☐ No

2. If you use third party payment application that stores/transmits/processes cardholder data, provide name and version #:

_____

* PCI Monthly Fee: $10 per I.P., per month (Ecomm and MOTO if applicable).; $6 per MID for Retail and MOTO if applicable per month and $79 annual compliance fee. Additional PCI terms set out in the online Merchant Agreement.

NOTE: ONLY APPLICATIONS THAT COMPLY WITH CARD BRAND SECURITY STANDARDS WILL BE PERMITTED.

A list of valid applications is available at:
www.pcisecuritystandards.org

AMERICAN EXPRESS COMMUNICATION

☐ By checking this box, Merchant opts out of receiving future commercial marketing communications from American Express.

Note that you may continue to receive marketing communications while American Express updates its records to reflect your choice. Opting out of commercial marketing communications will not preclude you from receiving important transactional or relationship messages from American Express.

CONTINUING PERSONAL GUARANTY PROVISION – PERSONAL GUARANTOR

By signing below, each individual or entity ("Guarantor") jointly and severally (if there is more than one Guarantor) and unconditionally guarantees to Pivotal Payments and BANK the prompt payment and full and complete performance of all obligations of the Merchant identified above under the Merchant Agreement, as amended from time to time, including, without limitation, all promises and covenants of the Merchant, and all amounts payable by the Merchant under the Merchant Agreement, including, without limitation, charges, interest, costs and other expenses, such as attorney's fees and court costs. This means, among other things, that Pivotal Payments or BANK can demand performance or payment from any Guarantor if the Merchant fails to perform any obligation or pay what the Merchant owes under the Agreement. Each Guarantor agrees that his or her liability under this guaranty will not be limited or canceled because: (1) the Merchant Agreement cannot be enforced against the Merchant for any reason, including, without limitation, bankruptcy proceedings; (2) either Pivotal Payments or BANK agrees to changes or modifications to the Merchant Agreement, with or without notice to Guarantor; (3) Pivotal Payments or BANK releases any other Guarantor or the Merchant from any obligation under the Merchant Agreement; (4) any law, regulation, or order of any public authority affects the rights of either Pivotal Payments, Merchant, or BANK under the Merchant Agreement; and/or (5) anything else happens that may affect the rights of either Pivotal Payments or BANK against the Merchant or any other Guarantor. Each Guarantor further agrees that: (a) Pivotal Payments and BANK each may delay enforcing any of its rights under this guaranty without losing such rights and hereby waives any applicable Statute of Limitations; (b) Pivotal Payments and BANK each can demand payment from such Guarantor without first seeking payment from the Merchant or any other Guarantor or from any security held by the BANK; and (c) such Guarantor will pay all court costs, attorney's fees, and collection costs incurred by either Pivotal Payments or the BANK in connection with the enforcement of the Merchant Agreement or this Guaranty, whether or not there is a lawsuit, and such additional fees and costs as may be directed by a court. If the Merchant is a corporation or limited liability company, this Guaranty must be executed by a principal or affiliate of Merchant. Guarantor agrees and acknowledges having read the Merchant Agreement found at http://finicalinc.com/WMBA12016.pdf.

Principal #1 Signature X: _____ Principal #2 Signature X: _____

Print Name: _____ Date: _____ Print Name: _____ Date: _____

ELECTRONIC DEBIT/CREDIT AUTHORIZATION

TR Code* | | | | | | | | Account Number** | | | | | | | | | | | | |

Name on Account Matches: ☐ DBA ☐ Legal

* Must be 9 digits. **Can be up to 15 digits.

Please provide a pre-printed void business check or bank letter confirming your business account Transit # (ABA Routing) and Account # (DDA). By providing this information, you are authorizing the Bank to initiate ACH debit and credit transactions to said account.

SCHEDULE A

Billing Options Requested: ☐ Daily ☐ Monthly   ☐ Next Day Funding Requested

Card Type Accepted	Discount Rate	Surcharge		Transaction Fee			Authorization Fee
	Qualified	**+**Mid-Qualified	**+**Non-Qualified	Qualified	Mid-Qualified	Non-Qualified	
Visa, M/C, Discover Check Card	%	%	%	$	$	$	$
Visa, M/C, Discover Credit Card	%	%	%	$	$	$	
AMEX Credit Card	%	%	%	$	N/A		$
Visa, M/C, Discover Cost Plus	%	EBT Per Item	$	Existing EBT #			
AMEX Cost Plus	%			Visa, M/C, Discover Non-Qualified Surcharge %			
PIN-Based (Online) Debit	$	☐ Debit Network Fees		Existing Amex Acct #:			
				AMEX Network Fee: %. AMEX Non-Swiped Rate: %.			

SERVICE FEES (Other fees may apply)

Set-Up Fee	$	Batch Fee	$	Address Verification	$
Account on File Fee – Monthly	$	Wireless Activation Fee	$	Gateway Setup Fee	$
Annual Fee	$	Wireless Monthly Fee	$	Gateway Transaction Fee	$
Retrieval Fee	$	Monthly Minimum Fee	$	Gateway Monthly Fee	$
Chargeback Fee	$	Monthly Membership Fee	$		

EQUIPMENT LEASE

Quantity	POS Description	Lease Term	Total Monthly Lease Charge	
		Months	$	☐ Terminal Insurance Program — Late fees or other charges may apply. Non-cancelable lease for full term indicated in Part Four of the online Merchant Agreement.. FDGL Relationship Code: _____
		Months	$	
		Months	$	

MERCHANT APPLICATION AND AGREEMENT ACCEPTANCE

By executing this Merchant Application and Agreement on behalf of the merchant described above ("Merchant"), the undersigned individual(s) represent(s), warrant(s), and acknowledges(s) that: (i) All information contained in this Merchant Application ("Application") is true, correct and complete as of the date of this Application; (ii) If the Merchant is a corporation, limited liability company, or partnership, the individual(s) executing this Application have the requisite legal power and authority to complete and submit this Application on behalf of the Merchant and to make and provide the acknowledgements, authorizations and agreements set forth herein on behalf of the Merchant and individually; (iii) The information contained in this Application is provided for the purpose of obtaining, or maintaining, a merchant account for the Merchant with the Member Bank and Pivotal Payments ("BANK") and BANK will rely on the information provided herein in its approval process and in settling the applicable Discount Rate, Approved Average Ticket, and Approved Monthly Payment Card Volume; (iv) BANK is authorized to investigate, either through its own agents or through credit bureaus/agencies, the credit of the Merchant and each person listed on this Application; (v) BANK will determine all rates, fees and charges and notify Merchant of the approved fees and by Merchant's submission and acceptance of Merchant's first settled transaction; Merchant agrees to pay such approved fees, including those fees listed at section of 5.07 the attached Merchant Agreement; (vi) The Merchant Agreement will not take effect until Merchant has been approved by BANK and a merchant number has been issued to Merchant; and (vii) The undersigned has read and understood the Merchant Agreement, which is incorporated herein by reference and agrees on behalf of the Merchant to be bound by the terms of such Merchant Agreement. The merchant on whose behalf this Application is being submitted acknowledges that if this Application is being submitted to Wells Fargo Bank as the Member Bank, Pivotal Payments is also a party to this Merchant Agreement. In such case, Merchant acknowledges that Pivotal Payments will rely on the representations and warranties set forth in this Application for Merchant Agreement and unless otherwise specified or prohibited by Association or applicable law, Pivotal Payments will have all the rights of Wells Fargo Bank under this Merchant Application and Agreement.

You have the option of accepting MasterCard credit cards, Visa credit cards, American Express credit cards, Discover credit cards, MasterCard signature debit cards (MasterMoney Cards) or Visa signature debit cards (Check Cards), or debit cards issued by Discover. You may elect to accept any or all of these card types for payment. If you do not specifically indicate otherwise, your application will be processed to accept ALL MasterCard, Discover, American Express and Visa card types. Elected Visa, Discover, or MC card types NOT to accept: _____

Merchant acknowledges having read and agreed to the terms and conditions of the online Merchant Agreement found at http://finicalinc.com/WMBA012016.pdf. If Merchant was unable to access such online agreement, Merchant acknowledges having been provided a copy by Pivotal Payments, and having read and agreed to same.

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT: To help the government fight 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. What this means for you: when you open an account, we may ask you for information that will allow us to identify you, including a copy of your driver's license or other identifying documents.

MERCHANT:

Principal #1 Signature X: _____

Print Name: _____ Date: _____

Principal #2 Signature X: _____

Print Name: _____ Date: _____

BANK:

By: _____ Date: _____

Name and Title: _____

FINICAL INC.:

By: _____ Date: _____

Name and Title: _____

ADDITIONAL CREDIT/SITE SURVEY INFORMATION – ALL MERCHANTS

1. Zone: ❏ Business District ❏ Industrial ❏ Residential	3. Approximate Square Footage: ❏ 0-250 ❏ 251-500 ❏ 501-2,000 ❏ 2,001 plus
2. Location: ❏ Mall ❏ Office ❏ Home ❏ Shopping Area ❏ Mixed ❏ Apartment ❏ Isolated	4. Are all your products / services delivered immediately? ❏ Yes ❏ No **Agent Signature:** _____

EQUIPMENT AND CODING

❏ Ship to DBA	**SHIPPING METHOD**
❏ Ship to Other Address Address:	❏ Regular (3 Day) ❏ 2 Day ❏ Next Day ❏ Overnight
City: State: Zip: + Four (Zip + 4):	Cost of shipping will vary depending on location and delivery options selected.

Multi-Merchant File Build: ❏ Yes ❏ No	If yes, provide parent/child MIDs:	Charge Equipment Cost to: ❏ Partner ❏ Merchant* *Purchase agreement signed by merchant required.

Terminal 1:	Quantity:	❏ Free Terminal	❏ Purchase from Pivotal	❏ Reprogram
Terminal 2:	Quantity:	❏ Free Terminal	❏ Purchase from Pivotal	❏ Reprogram
Software/Gateway:	Version #:	❏ Pivotal Setup	❏ Data Sheet Only	❏ Purchase from Pivotal
PIN Pad:	Quantity:	❏ Existing	❏ Purchase from Pivotal	
PivotalMOBILE Device:	Quantity:	(1 Free Swiper per MID)		

Default Terminal Settings: ❏ RETAIL Setup ❏ RETAIL with Tip Setup ❏ MOTO/Ecomm Setup ❏ Lodging Setup

Prompt:	Disable:	Prompt:	Prompt:
PIN Based Debit	❏	Auto Close Time:	❏ CVV On
Fraud Control Last Four Prompt	❏	Tip at Time of Sale ❏	❏ Small Ticket
Password Protect Refund	❏	Capture Method: Term / ❏ Host	

Communication Method: ❏ Dial ❏ IP ❏ Wireless

For Wireless: ❏ New Synapse SIM Card Required

Special Instructions:

INTERNET, MOTO, FUTURE SERVICES QUESTIONNAIRE (Required for Internet accounts, accounts with greater than 30% keyed transactions, and/or future delivery greater than 30 days)

1. What percentage of sales are: _____ % Businesses _____ % Individuals

2. Method of Marketing (check all that apply): ❏ Direct Mail/Brochure/Catalog ❏ Newspaper/Magazine ❏ Social Media
❏ Television/Radio ❏ Internet ❏ Outbound Telemarketing ❏ Phone Book/Yellow Pages ❏ Trade Shows

3. Ecommerce Merchants - % of customer base: _____ % US _____ % Canada _____ % Other: _____ (Must Equal 100%)

4. Cards are charged on the: ❏ Day of Order ❏ Day of Shipment ❏ Other: _____

5. If you have future delivery, do you require a deposit? ❏ Yes ❏ No
  If yes, percent of sale required _____ % or flat fee $ _____
  Is final payment due before fulfillment? Number of days: _____ ❏ Yes ❏ No

6. Does your billing strategy involve automatic, negative option billing? ❏ Yes ❏ No

7. Does your business offer a product guarantee or warrantee? ❏ Yes ❏ No
  If yes, is it a: ❏ Replacement ❏ Refund ❏ Partial Refund

8. Refund Policy: Within # of Days: ❏ Up to 30 days ❏ 31-90 Days ❏ Greater than 90 days ❏ No Refunds

9. Does your business offer recurring billing? ❏ Yes ❏ No
  If yes, what is the frequency? ❏ Weekly ❏ Monthly ❏ Quarterly ❏ Annually ❏ Other: _____

10. How is the card payment information entered into the payment system? ❏ Merchant ❏ Consumer ❏ Other: _____

11. Is card payment information entered via the Internet? ❏ Yes ❏ No
  If yes, is the payment channel encrypted by SSL or better? ❏ Yes ❏ No

INVENTORY/SHIPPING   ❏ Not applicable for services, virtual or downloadable products

12. Do you own the product/inventory? ❏ Yes ❏ No
  If you do not own the product, who does? _____

13. Where is the product stored/shipped from? ❏ Business Location ❏ Own Warehouse ❏ Fulfillment Center (If Fulfillment Center, provide company and contact information below)
  Company Name: _____ Contact Name: _____
  Address: _____ Contact Phone: _____
  City: _____ State: _____ Zip: _____ Contact Fax: _____

14. Method of delivery: ❏ US Postal ❏ Fedex ❏ UPS ❏ Courier ❏ Other: _____

TRADE REFERENCE (If Required)

15. Company Name: _____ Contact Name: _____
  Address: _____ Contact Title: _____
  City: _____ State: _____ Zip: _____ Phone: _____