



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				DBA INFORMATION <input type="checkbox"/> Check if DBA data same as Legal Information. If not indicate DBA name and complete section below			
Name of Ownership Entity (Legal Name):				DBA Name:			
Corporate / Billing Address:				Address:			
City:		State:	Zip:	+ Four (Zip + 4):	City:		State:
Telephone # (Landline): () -		Federal Tax ID:		Telephone #: () -	Fax #: () -	+ Four (Zip + 4):	
IRS Tax Filing Name: (This is the business name you have used / will use to file taxes with IRS for your business.)				Business Email:			
How long in present business?		Years	Months	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:		Swipe: %	Ecomm: %	VISA / DISCOVER / MASTERCARD		AMEX	High Ticket
<input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership		MOTO/Keyed: %		Monthly Volume: \$		Monthly Volume: \$	\$
<input type="checkbox"/> Limited Liability <input type="checkbox"/> Government		Total = 100%		Average Ticket: \$		Average Ticket: \$	
<input type="checkbox"/> Corporation <input type="checkbox"/> Non-Profit							

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	
<p>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</p> <p>Member Bank Information: Wells Fargo Bank, 1200 Montego, Walnut Creek, CA 94598 • Phone (844) 284-6834</p> <p>Important Member Bank Responsibilities:</p> <ol style="list-style-type: none"> The Bank is the only entity approved to extend acceptance of Card Association products directly to a Merchant. The Bank must be a principal (signer) to the Merchant Agreement. The Bank is responsible for and must provide settlement funds to the Merchant. <p>Important Merchant Responsibilities:</p> <ol style="list-style-type: none"> Ensure compliance with cardholder data security and storage requirements. Maintain fraud and chargebacks below Card Organization thresholds. Review and understand the terms of the Merchant Agreement. Comply with Card Organization rules. Retain a signed copy of this Disclosure Page. <p>Merchant Resources:</p> <p>Download "Visa Regulations" at: http://usa.visa.com/merchants/operations/op_regulations.html</p> <p>Download "MasterCard Rules" at: http://www.mastercard.com/us/merchant/support/rules.html</p> <p>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.</p>	
Merchant Signature X : _____ Title: _____ Date: _____	

PCI* AND PAYMENTS APPLICATION COMPLIANCE	
1. Do you store credit card numbers? <input type="checkbox"/> Yes <input type="checkbox"/> 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.	
<p>NOTE: ONLY APPLICATIONS THAT COMPLY WITH CARD BRAND SECURITY STANDARDS WILL BE PERMITTED.</p> <p>A list of valid applications is available at: www.pcisecuritystandards.org</p>	

AMERICAN EXPRESS COMMUNICATION	
<input type="checkbox"/> 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://finalinc.com/WMBAT2016.pdf>.

Principal #1 Signature X: _____ Principal #2 Signature X: _____
 Print Name: _____ Date: _____ Print Name: _____ Date: _____

ELECTRONIC DEBIT/CREDIT AUTHORIZATION

TR Code* _____ Account Number** _____
* Must be 9 digits. **Can be up to 15 digits.

Name on Account Matches: DBA Legal

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	\$	<input type="checkbox"/> 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	<input type="checkbox"/> 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	\$	
		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 5.07 of 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://finalinc.com/WMBAT2016.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.

<p>MERCHANT:</p> <p>Principal #1 Signature X: _____</p> <p>Print Name: _____ Date: _____</p> <p>Principal #2 Signature X: _____</p> <p>Print Name: _____ Date: _____</p>	<p>BANK:</p> <p>By: _____ Date: _____</p> <p>Name and Title: _____</p> <p>FINICAL INC.:</p> <p>By: _____ Date: _____</p> <p>Name and Title: _____</p>
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ADDITIONAL CREDIT/SITE SURVEY INFORMATION – ALL MERCHANTS					
1. Zone: <input type="checkbox"/> Business District <input type="checkbox"/> Industrial <input type="checkbox"/> Residential		3. Approximate Square Footage: <input type="checkbox"/> 0-250 <input type="checkbox"/> 251-500 <input type="checkbox"/> 501-2,000 <input type="checkbox"/> 2,001 plus			
2. Location: <input type="checkbox"/> Mall <input type="checkbox"/> Office <input type="checkbox"/> Home <input type="checkbox"/> Shopping Area <input type="checkbox"/> Mixed <input type="checkbox"/> Apartment <input type="checkbox"/> Isolated		4. Are all your products / services delivered immediately? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Agent Signature: _____					
EQUIPMENT AND CODING					
<input type="checkbox"/> Ship to DBA		SHIPPING METHOD			
<input type="checkbox"/> Ship to Other Address		<input type="checkbox"/> Regular (3 Day) <input type="checkbox"/> 2 Day <input type="checkbox"/> Next Day <input type="checkbox"/> Overnight			
Address: _____		Cost of shipping will vary depending on location and delivery options selected.			
City: _____		+ Four (Zip + 4): _____			
State: _____					
Zip: _____					
Multi-Merchant File Build: <input type="checkbox"/> Yes <input type="checkbox"/> No		If yes, provide parent/child MIDs: _____		Charge Equipment Cost to: <input type="checkbox"/> Partner <input type="checkbox"/> Merchant*	
*Purchase agreement signed by merchant required.					
Terminal 1:		Quantity: _____	<input type="checkbox"/> Free Terminal	<input type="checkbox"/> Purchase from Pivotal	
Terminal 2:		Quantity: _____	<input type="checkbox"/> Free Terminal	<input type="checkbox"/> Purchase from Pivotal	
Software/Gateway:		Version #: _____	<input type="checkbox"/> Pivotal Setup	<input type="checkbox"/> Data Sheet Only	<input type="checkbox"/> Purchase from Pivotal
PIN Pad:		Quantity: _____	<input type="checkbox"/> Existing	<input type="checkbox"/> Purchase from Pivotal	
PivotalMOBILE Device:		Quantity: _____ (1 Free Swiper per MID)			
Default Terminal Settings: <input type="checkbox"/> RETAIL Setup <input type="checkbox"/> RETAIL with Tip Setup <input type="checkbox"/> MOTO/Ecomm Setup <input type="checkbox"/> Lodging Setup					
Prompt:		Disable: _____	Prompt:	Prompt:	
PIN Based Debit		<input type="checkbox"/>	Auto Close Time:	<input type="checkbox"/> CVW On	
Fraud Control Last Four Prompt		<input type="checkbox"/>	Tip at Time of Sale <input type="checkbox"/>	<input type="checkbox"/> Small Ticket	
Password Protect Refund		<input type="checkbox"/>	Capture Method: Term / <input type="checkbox"/> Host		
Communication Method: <input type="checkbox"/> Dial <input type="checkbox"/> IP <input type="checkbox"/> Wireless					
For Wireless: <input type="checkbox"/> 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): <input type="checkbox"/> Direct Mail/Brochure/Catalog <input type="checkbox"/> Newspaper/Magazine <input type="checkbox"/> Social Media <input type="checkbox"/> Television/Radio <input type="checkbox"/> Internet <input type="checkbox"/> Outbound Telemarketing <input type="checkbox"/> Phone Book/Yellow Pages <input type="checkbox"/> Trade Shows					
3. Ecommerce Merchants - % of customer base: _____ % US _____ % Canada _____ % Other: _____ (Must Equal 100%)					
4. Cards are charged on the: <input type="checkbox"/> Day of Order <input type="checkbox"/> Day of Shipment <input type="checkbox"/> Other: _____					
5. If you have future delivery, do you require a deposit? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, percent of sale required _____ % or flat fee \$ _____ Is final payment due before fulfillment? Number of days: _____ <input type="checkbox"/> Yes <input type="checkbox"/> No					
6. Does your billing strategy involve automatic, negative option billing? <input type="checkbox"/> Yes <input type="checkbox"/> No					
7. Does your business offer a product guarantee or warrantee? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, is it a: <input type="checkbox"/> Replacement <input type="checkbox"/> Refund <input type="checkbox"/> Partial Refund					
8. Refund Policy: Within # of Days: <input type="checkbox"/> Up to 30 days <input type="checkbox"/> 31-90 Days <input type="checkbox"/> Greater than 90 days <input type="checkbox"/> No Refunds					
9. Does your business offer recurring billing? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, what is the frequency? <input type="checkbox"/> Weekly <input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Annually <input type="checkbox"/> Other: _____					
10. How is the card payment information entered into the payment system? <input type="checkbox"/> Merchant <input type="checkbox"/> Consumer <input type="checkbox"/> Other: _____					
11. Is card payment information entered via the Internet? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, is the payment channel encrypted by SSL or better? <input type="checkbox"/> Yes <input type="checkbox"/> No					
INVENTORY/SHIPPING <input type="checkbox"/> Not applicable for services, virtual or downloadable products					
12. Do you own the product/inventory? <input type="checkbox"/> Yes <input type="checkbox"/> No If you do not own the product, who does? _____					
13. Where is the product stored/shipped from? <input type="checkbox"/> Business Location <input type="checkbox"/> Own Warehouse <input type="checkbox"/> 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: <input type="checkbox"/> US Postal <input type="checkbox"/> Fedex <input type="checkbox"/> UPS <input type="checkbox"/> Courier <input type="checkbox"/> Other: _____					
TRADE REFERENCE (If Required)					
15. Company Name: _____		Contact Name: _____			
Address: _____		Contact Title: _____			
City: _____ State: _____ Zip: _____		Phone: _____			