

# Front Cover Sheet

Business (DBA): \_\_\_\_\_  
Contact First Name: \_\_\_\_\_  
Contact Last Name: \_\_\_\_\_  
Business Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Business Phone #: \_\_\_\_\_  
Rep Number: \_\_\_\_\_

**CHECKLIST** (All listed documents must be enclosed in application package, unless otherwise indicated)

## **Retail Face-to Face Company**

- Complete Company Application – Signed application reflecting the current ownership.
- PG (Personal Guarantee) or Business Financials – Anytime a PG is signed, a SSN is required.
  - o If a PG is not obtained – Most current year 3<sup>rd</sup> Party (reviewed or audited) Financial Statements\*\*. If financials are not prepared by a 3<sup>rd</sup> Party, Financial Statements must be accompanied with the same years Federal Income Tax Return
    - o Exception – Furniture companies must provide 2 years 3<sup>rd</sup> Party prepared Financial Statements.
- Complete Company Application Sales Worksheet (1 page)

Business Verification – If the Onsite Inspection is not completed **one** of the following is required. The DBA and/or Corporation name must match the document used for documentary validation.

### *Commonly Used Documents*

- “Certified” Articles of Incorporation;
- Signed Operating Agreement;
- Government Issued Business License;
- Signed Partnership Agreement;
- Signed Limited Partnership Agreement;
- Signed Limited Liability Company Agreement;
- Signed Articles of Organization;

### *Alternate Acceptable Documents*

- Evidence of the public listing or annual report of the entity - For a publicly traded company
- Signed Trust Instrument;
- Signed Letter of Testamentary;
- Signed Letter of Executorship;
- Signed Articles of Association; or
- Other Corporate AML Approved Documents.

## **Additional Requirements for Card Not Present Companies**

- o 3 months of CURRENT processing statements if currently processing

## **Additional Requirements for Internet Companies**

- o Same Additional Requirements as Card Not Present company
- o Internet Requirements
  - o Company’s name must be displayed on the website
  - o Clear posting of the company’s Customer Service Telephone Number / email address
  - o Refund/Return policy
  - o Delivery methods and timing
  - o Privacy policy
  - o Products/Service prices listed
  - o Secure Checkout page
  - o Domain registered to company (in US/Canada only)

## **Additional Requirements for a Non-Profit Company**






- o Proof of tax exempt status (501-C3)

\*\* Business Financial Require – Balance Sheet, Income Statement, Statement of Cash Flow & Financial Notes.

# NEW COMPANY APPLICATION

<b>1</b>	<b>COMPANY INFORMATION</b>		
◆ DBA NAME:			
CONTACT NAME:			
◆ DBA ADDRESS TYPE:      ◆ DBA ADDRESS1 (NO PO BOX):			
DBA ADDRESS 2:			
◆ CITY:	◆ STATE	◆ ZIP CODE:	
◆ COUNTRY OF PRIMARY BUSINESS OPERATIONS:			
◆ BUSINESS COUNTRY OF FORMATION:		◆ DBA PHONE #:	
◆ EMAIL ADDRESS:		DBA FAX #:	
YEAR ESTABLISHED:		MOBILE PHONE #:	
◆ LENGTH OF CURRENT OWNERSHIP:      YEARS,      MONTHS			
CIP EXEMPTION:			
BENEFICIAL OWNER EXEMPTION:			
<b>2</b>	<b>OTHER ADDRESS (IF DIFFERENT THAN ABOVE)</b>		
<input type="checkbox"/> MAILING <input type="checkbox"/> SHIPPING <input type="checkbox"/> SEE ALSO SPECIAL INSTRUCTIONS    (MORE THAN ONE OPTION MAY BE SELECTED)			
LOCATION NAME:		PHONE #:	
CONTACT:		FAX #:	
ADDRESS:	CITY:	STATE:      ZIP CODE:	
<b>STATEMENTS/ RETRIEVALS /CHARGEBACKS</b>			
STATEMENTS: <input type="checkbox"/> DBA OR <input type="checkbox"/> MAILING OR <input type="checkbox"/> W-9		AUTO SEND: <input type="checkbox"/> YES <input type="checkbox"/> NO (CHAIN COMPANIES ONLY – MUST INCLUDE CHAIN SET UP FORM)	
RETRIEVALS: <input type="checkbox"/> ONLINE CASE MANAGEMENT (OCM) OR EMAIL TO:		OR FAX TO: <input type="checkbox"/> DBA <input type="checkbox"/> MAILING OR MAIL TO: <input type="checkbox"/> DBA <input type="checkbox"/> MAILING	
CHARGEBACKS: <input type="checkbox"/> ONLINE CASE MANAGEMENT (OCM) OR EMAIL TO:		OR FAX TO: <input type="checkbox"/> DBA <input type="checkbox"/> MAILING OR MAIL TO: <input type="checkbox"/> DBA <input type="checkbox"/> MAILING	
<b>3</b>	<b>PRINCIPAL 1 INFORMATION (INCLUDE ALL ADDITIONAL OWNERS WITH 25% OR GREATER OWNERSHIP (INDIVIDUAL OR INTERMEDIARY BUSINESS) ON THE ADDL OWNERSHIP FORM)</b>		
◆ <input type="checkbox"/> BENEFICIAL OWNER: PERCENTAGE OF OWNERSHIP _____ % <input type="checkbox"/> AUTHORIZED SIGNER <input type="checkbox"/> SOLE PROPRIETOR			
◆ ADDITIONAL BENEFICIAL OWNERS?	<input type="checkbox"/> RESPONSIBLE PARTY	TITLE:      IF OTHER:	
◆ FIRST NAME:	▶ MIDDLE NAME:	◆ LAST NAME:	
◆ ADDRESS TYPE:      ◆ ADDRESS (NO PO BOX):			
◆ CITY:	◆ STATE/PROVINCE:	◆ ZIP/POSTAL CODE:      ◆ COUNTRY:	
◆ DOB:	◆ US PERSON:	▶ PHONE #:	
<i>PREVIOUS ADDRESS IF CURRENT ADDRESS IS LESS THAN 2 YEARS</i>			
▶ HOME ADDRESS:	▶ CITY:	▶ STATE:      ▶ ZIP CODE:	
▶ ID TYPE:	▶ ID #:	▶ IF OTHER- ID TYPE:	
▶ IF OTHER ID #:	▶ IF OTHER ID - COUNTRY OF ISSUANCE:	▶ IF OTHER GOVERNMENT ISSUED - ID NAME:	
◆ IDENTIFICATION DOCUMENT:	▶ ISSUING COUNTRY (IF APPLICABLE):	▶ ISSUING STATE (IF APPLICABLE):	
◆ DOCUMENT #:	▶ ISSUE DATE:	▶ EXPIRY DATE:	
PRINCIPAL ADDRESS MATCHES THE ADDRESS ON THE PRIMARY IDENTIFICATION DOCUMENT ABOVE UNLESS OTHERWISE NOTED. <input type="checkbox"/> ALTERNATE DOCUMENT INCLUDED IF NO ADDRESS MATCH			
<b>OTHER COMPANY INFORMATION</b>			
◆ AVERAGE SALE AMOUNT: \$	<input type="checkbox"/> CARD PRESENT 100%	OMNI COMMERCE (MUST TOTAL 100%)	
◆ HIGH SALE AMOUNT: \$	<input type="checkbox"/> CARD NOT PRESENT 100%*	CARD PRESENT      _____ %	
◆ NUMBER OF HIGH SALES (ABOVE) ANNUALLY:	<input type="checkbox"/> INTERNET 100%*	CARD NOT PRESENT*      _____ %	
◆ TOTAL MONTHLY VISA/MC/AMEX/DISC/UNIONPAY SALES: \$	<input type="checkbox"/> OMNI COMMERCE	INTERNET*      _____ %	
◆ ANNUAL REVENUE: \$	▶ INTERNET : PRODUCT WEBSITE:		
◆ INDUSTRY TYPE:	▶ INTERNET: "CONTACT Us" EMAIL:		
◆ DESCRIPTION OF PRODUCT/SERVICES OFFERED:			
SPECIAL PROGRAM MCC ONLY:	*CUSTOMER SERVICE PHONE # AND PREVIOUS PROCESSOR REQUIRED BELOW		
WHEN DOES THE CUSTOMER RECEIVE THE PRODUCT OR SERVICE?	▶ CUSTOMER SERVICE PHONE #:		
IF NOT SAME DAY, _____ # OF DAYS (INCLUDE SHIPPING TIME FRAME)	▶ PREVIOUS PROCESSOR:		
IF SEASONAL, PLEASE CHECK MONTHS CLOSED BELOW. (CUSTOMER MUST CONTACT CUSTOMER SERVICE TO DEACTIVATE AND REACTIVATE ACCOUNT)			
<input type="checkbox"/> JANUARY	<input type="checkbox"/> FEBRUARY	<input type="checkbox"/> MARCH	
<input type="checkbox"/> JULY	<input type="checkbox"/> AUGUST	<input type="checkbox"/> SEPTEMBER	
<input type="checkbox"/> APRIL	<input type="checkbox"/> MAY	<input type="checkbox"/> JUNE	
<input type="checkbox"/> OCTOBER	<input type="checkbox"/> NOVEMBER	<input type="checkbox"/> DECEMBER	

BANK ACCOUNT (CHECKING ACCOUNTS ONLY)		
◆ DEPOSIT BANK NAME:	◆ ABA/ROUTING #:	◆ DDA ACCOUNT #:
BILLING/CHARGEBACK BANK NAME (IF DIFFERENT):	ABA/ROUTING #:	DDA ACCOUNT #:
TAPE ID (OPT):	FUNDING OPTION:	MONTHLY FEE: \$

CARD ACCEPTANCE (PLEASE CHECK EACH CARD YOU WISH TO ACCEPT.)	PRICING CATEGORY
<input type="checkbox"/> ALL VISA/MASTERCARD/AMEX/UNIONPAY/DISCOVER*     	<input type="checkbox"/> RETAIL <input type="checkbox"/> MOTO/INTERNET <input type="checkbox"/> RESTAURANT <input type="checkbox"/> ARU <input type="checkbox"/> LODGING <input type="checkbox"/> OMNI COMMERCE <input type="checkbox"/> SUPERMARKET      (TIERED & EICP ONLY)
<input type="checkbox"/> VISA CREDIT <input type="checkbox"/> VISA DEBIT <input type="checkbox"/> MASTERCARD CREDIT <input type="checkbox"/> MASTERCARD DEBIT <input type="checkbox"/> DISCOVER* <input type="checkbox"/> UNIONPAY <input type="checkbox"/> AMEX	

PRICING INFORMATION						FEES	
RATES ARE FOR ALL CARD ACCEPTANCE TYPES SELECTED. ALL CARD BRAND ASSESSMENTS WILL BE PASSED THROUGH AT COST.						APPLICATION FEE	\$
<input type="checkbox"/> TIERED OR <input type="checkbox"/> ENHANCED IC PLUS	VISA	MASTERCARD	DISCOVER*	UNIONPAY	AMERICAN EXPRESS	INSTALLATION/TRAINING	\$
	RATE (%) + PER ITEM (\$)	RATE (%) + PER ITEM (\$)	RATE (%) + PER ITEM (\$)	RATE (%) + PER ITEM (\$)	RATE (%) + PER ITEM (\$)	RETURN ITEM FEE/NSF (PER OCCUR)	\$
QUALIFIED	___ % + \$ ___	___ % + \$ ___	___ % + \$ ___	___ % + \$ ___	___ % + \$ ___	ACCOUNT MAINTENANCE	\$
MID QUALIFIED	___ % + \$ ___	___ % + \$ ___	___ % + \$ ___	___ % + \$ ___	___ % + \$ ___	CHARGEBACK (PER OCCUR)	\$
NON QUALIFIED	___ % + \$ ___	___ % + \$ ___	___ % + \$ ___	___ % + \$ ___	___ % + \$ ___	ANNUAL FEE START DATE:	\$
STANDARD	___ % + \$ ___	___ % + \$ ___	___ % + \$ ___	___ % + \$ ___	___ % + \$ ___	MONTHLY MINIMUM	\$
OTHER TIER	<input type="checkbox"/> CHECK CARD (T-opt/EIC-req) <input type="checkbox"/> SPRMKT (T-opt/EIC-NA) <input type="checkbox"/> QPS/SMALL TKT (T-opt/EIC-NA)					MONTHLY SERVICE FEE	\$
REWARDS TIER (T-opt/EIC-req)	___ % + \$ ___	___ % + \$ ___	___ % + \$ ___	___ % + \$ ___	___ % + \$ ___	OTHER:	\$
COMMERCIAL CARD TIER (T-opt/EIC-req)	___ % + \$ ___	___ % + \$ ___	___ % + \$ ___	___ % + \$ ___	___ % + \$ ___	OTHER:	\$
<input type="checkbox"/> PASS THRU: <input type="checkbox"/> IC PLUS OR <input type="checkbox"/> IC DIFF MARKUP	VISA	MASTERCARD	DISCOVER*	UNIONPAY	AMERICAN EXPRESS	OTHER:	\$
	RATE (%) + PER ITEM (\$)	RATE (%) + PER ITEM (\$)	RATE (%) + PER ITEM (\$)	RATE (%) + PER ITEM (\$)	RATE (%) + PER ITEM (\$)	OTHER:	\$
	___ % + \$ ___	___ % + \$ ___	___ % + \$ ___	___ % + \$ ___	___ % + \$ ___	STATEMENT: <input type="checkbox"/> ELECTRONIC OR <input type="checkbox"/> PAPER	
<input type="checkbox"/> DIFFERENTIAL	VISA	MASTERCARD	DISCOVER*	UNIONPAY	AMERICAN EXPRESS	PRICING PROGRAMS	
	RATE (%) + PER ITEM (\$)	RATE (%) + PER ITEM (\$)	RATE (%) + PER ITEM (\$)	RATE (%) + PER ITEM (\$)	RATE (%) + PER ITEM (\$)	MONETARY PROGRAM:	
QUALIFIED	___ % + \$ ___	___ % + \$ ___	___ % + \$ ___	___ % + \$ ___	___ % + \$ ___	AUTH PROGRAM:	
NON QUALIFIED	___ % + \$ ___	___ % + \$ ___	___ % + \$ ___	___ % + \$ ___	___ % + \$ ___	C4 MONETARY PRGM:	
<b>FIXED (C4)</b>	VISA	MASTERCARD	DISCOVER*	UNIONPAY	AMERICAN EXPRESS	EQUIPMENT: 59999	
	RATE (%) + PER ITEM (\$)	RATE (%) + PER ITEM (\$)	RATE (%) + PER ITEM (\$)	RATE (%) + PER ITEM (\$)	RATE (%) + PER ITEM (\$)	MISCELLANEOUS: 59999	
	___ % + \$ ___	___ % + \$ ___	___ % + \$ ___	___ % + \$ ___	___ % + \$ ___		
	___ % + \$ ___	___ % + \$ ___	___ % + \$ ___	___ % + \$ ___	___ % + \$ ___		

\*Discover includes JCB, DI, PAY PAL PAYMENT DEVICE\*\*  
 \*\*PAYPAL ACCEPTANCE AND RATES ARE BASED ON CARD SWIPE TRANSACTIONS ONLY.

AUTHORIZATIONS (PER OCCURRENCE)						SECURITY PROGRAMS	
VISA	\$	UNIONPAY	\$	VOICE AUTH TOUCH TONE	\$	SECURITY PROGRAM:	
MASTERCARD	\$	WEX	\$	VOICE- OPERATOR ASSISTED	\$	DISCOUNTED PCI PROGRAM FEE (Assoc Compliance) (MONTHLY)	\$
DISCOVER	\$	DIAL COMMUNICATION	\$	VOICE - WITH AVS	\$	OR	
AMEX	\$	OTHER:	\$	VOICE - BANK REFERRAL	\$	DISCOUNTED SAFE-T PROGRAM FEE (MONTHLY)	\$

ADDITIONAL CARD HANDLING FEES			
INTERNATIONAL CARD HANDLING FEE (RATE): <small>(CHARGED ON VISA, MC, DISCOVER, AMEX)</small>		%	

PIN/PINLESS DEBIT			
<input type="checkbox"/> PIN DEBIT <input type="checkbox"/> PINLESS DEBIT			
MONETARY: <input type="checkbox"/> PASS THROUGH (ICDIF) <input type="checkbox"/> PASS THROUGH (ICPLS)* <input type="checkbox"/> SURCHARGE (FLAT RATE)		AUTH : <input type="checkbox"/> PASS THROUGH (INTERCHANGE PLUS MARKUP) <input type="checkbox"/> FIXED (FLAT RATE)	
APPLY RATE TO ALL NETWORKS: RATE (%) + PER ITEM (\$)	___ % + \$ ___	AUTH \$	___
C4 APPLY RATE TO ALL NETWORKS: RATE (%) + PER ITEM (\$)	___ % + \$ ___		
INTERLINK	___ % + \$ ___	AUTH \$	___
MAESTRO	___ % + \$ ___	AUTH \$	___
UPDBT	___ % + \$ ___	AUTH \$	___
ACCEL	___ % + \$ ___	AUTH \$	___
AFFN	___ % + \$ ___	AUTH \$	___
ALASKA	___ % + \$ ___	AUTH \$	___
CU24	___ % + \$ ___	AUTH \$	___
NETS	___ % + \$ ___	AUTH \$	___
NYCE	___ % + \$ ___	AUTH \$	___
PULSE	___ % + \$ ___	AUTH \$	___
SHAZAM	___ % + \$ ___	AUTH \$	___
STAR	___ % + \$ ___	AUTH \$	___

\*A PIN/PINLESS DEBIT ENABLEMENT SERVICE PER ITEM FEE WILL BE BILLED BASED ON THE REQUIREMENTS FOUND IN THE COMPANY REPRESENTATIONS AND CERTIFICATIONS SECTION 5 FOR IC PLUS PRICING METHOD ONLY.

OTHER CARD TYPES EXISTING			
AMEX	SE # (10 DIGITS):	PER AUTH: \$	
EBT	SE # (7 DIGITS):	PER AUTH: \$	<input type="checkbox"/> WEX (ADDITIONAL PAPERWORK REQ.)
OTHER	SE #:	PER AUTH: \$	<input type="checkbox"/> VOYAGER (ADDITIONAL PAPERWORK REQ.)
C4 SURCHARGE			
C4 SURCHARGE: <small>(PLEASE CHECK LOCAL LAWS, AS SURCHARGING IS PROHIBITED IN CERTAIN STATES)</small>	SURCHARGE PROGRAM:		SURCHARGE AMOUNT:

POINT OF SALE (EQUIPMENT OR SOFTWARE)										
NETWORK: <input checked="" type="checkbox"/> ELAVON <input type="checkbox"/> OTHER				<input type="checkbox"/> A THIRD PARTY INTEGRATOR WILL BE USED FOR IMPLEMENTATION:				COMMUNICATION METHOD (IP DEFAULT): <input type="checkbox"/> DIAL		
VAR SERVICE PROVIDER (HOSTED):			VAR (DISTRIBUTED):			VENDOR:		PRODUCT:		VERSION:
# OF TIDS			TID TYPE OMNI ONLY:			# OF TIDS			TID TYPE OMNI ONLY:	
QTY	POS DESCRIPTION	ITEM CODE	TID TYPE OMNI ONLY	PRICE PER UNIT	MONTHLY FEE PER UNIT	ANNUAL FEE PER UNIT	PER AUTH	PURCHASE	EXISTING	EXCHANGE
				\$	\$	\$	\$	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
				\$	\$	\$	\$	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
				\$	\$	\$	\$	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
				\$	\$	\$	\$	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
				\$	\$	\$	\$	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> CONVERGE HOSPITALITY				MONTHLY FEE: \$						
ALL APPLICABLE STATE AND LOCAL TAXES WILL BE APPLIED. <input type="checkbox"/> SALES TAX EXEMPT (ADDITIONAL DOCUMENTATION REQUIRED)										
<input type="checkbox"/> SATURDAY DELIVERY <input type="checkbox"/> NEXT DAY AIR <input type="checkbox"/> 2 <sup>ND</sup> DAY AIR			<b>ELAVON BILLS ONE TIME FEES</b>							
<small>Elavon and Member have no responsibility for, and shall have no liability to Company in connection with, any hardware or software, or any related services. Company receives under a direct agreement (including any sale, warranty or end-user license agreement) between Company and a third party, including any Value Added Services, even if Elavon collects fees or other amounts from Company with respect to such hardware, software or services.</small>										
ADDITIONAL POS SERVICES:	DESCRIPTION				SETUP FEE	ANNUAL FEE	MONTHLY FEE	PER AUTH FEE		
					\$	\$	\$	\$		
					\$	\$	\$	\$		
<b>SOFTWARE/WIRELESS</b>										
RENTAL EQUIPMENT:	QTY	POS DESCRIPTION	ITEM CODE	TID TYPE OMNI ONLY	MONTHLY RATE PER UNIT	ANNUAL FEE PER UNIT	MONTHLY FEE PER UNIT	SETUP/SIM CARD FEE PER UNIT	PER AUTH FEE	
					\$	\$	\$	\$	\$	
					\$	\$	\$	\$	\$	
					\$	\$	\$	\$	\$	
					\$	\$	\$	\$	\$	
<i>Rentals cancelled within the first 24 months will be charged a \$200 restocking fee. Rentals may result in paying more for the equipment over time as compared to purchasing. Rental equipment may be new or used and is dependent on inventory available at time of order. All used equipment is inspected and refurbished upon return before being re-deployed. Rentals are month to month and may be terminated at any time by Company. Additional provisions around the use of rental equipment can be found in the Equipment Chapter of the Operating Guide; a link to the Operating Guide can be found in Section 5 of this Application, below.</i>										
<b>TERMINAL PROGRAMMING INSTRUCTIONS (DO NOT USE FOR CONVERGE – THIS INFORMATION IS COVERED DURING TRAINING)</b>										
<input type="checkbox"/> RETAIL (AUTO CLOSE DEFAULT)			<input type="checkbox"/> QUICK CLOSE		<input type="checkbox"/> STORE AND FORWARD		<input type="checkbox"/> NO SIGNATURE		<input type="checkbox"/> CONTACTLESS (+ NO SIGNATURE)	
<input type="checkbox"/> RESTAURANT (QUICK CLOSE DEFAULT)			TIP FUNCTION (DEFAULT)		<input type="checkbox"/> FINE DINING		<input type="checkbox"/> TAB FUNCTION			
<input type="checkbox"/> CARD NOT PRESENT (AUTO CLOSE DEFAULT)			<input type="checkbox"/> QUICK CLOSE		<input type="checkbox"/> LODGING (QUICK CLOSE DEFAULT)		<input type="checkbox"/> QUICK STAY		<input type="checkbox"/> SEMI INTEGRATED	
<input type="checkbox"/> TERMINAL AUTO CLOSE (RTL, MOTO) _____ TIME ZONE _____ <input type="checkbox"/> CASH BACK PIN DEBIT (RTL): \$ _____ (MAX) <input type="checkbox"/> CUSTOM FOOTER: _____ <small>CUSTOM PROMPTS: (CUSTOM PROMPTS COULD RESULT IN LONGER DEPLOYMENT TIMEFRAMES)</small> <input type="checkbox"/> NO TIP (REST) <input type="checkbox"/> NO SERVER PROMPT (REST) <input type="checkbox"/> CLERK PROMPT (RTL) <input type="checkbox"/> REMOVE SECURITY PROMPTS (FORM REQUIRED) <input type="checkbox"/> TIP FUNCTION WAITER (RTL) <input type="checkbox"/> TIP FUNCTION CASHIER (RTL)										
TRAINING (DEFAULT = NO TRAINING): <input type="checkbox"/> TRAINING			PHONE INFORMATION: ACCESS #:			CONTACT NAME:			CONTACT PHONE #:	
REPORT TOOLS										
<input type="checkbox"/> MCP ONLY <b>OR</b> <input type="checkbox"/> MCP WITH OCM			MONTHLY FEE \$ _____		SET UP FEE \$ _____		# USERS _____		SET UP TYPE (CHECK ONE) <input type="checkbox"/> MID <input type="checkbox"/> CHN <input type="checkbox"/> ENT	
<input type="checkbox"/> ACS			MONTHLY FEE \$ _____		SET UP FEE \$ _____		REMOTE ID _____			

**SUBSTITUTE FORM W-9**

SOLE PROPRIETOR  C CORPORATION  S CORPORATION  PARTNERSHIP  UNINCORPORATED ASSOCIATION  
 TAX EXEMPT ORGANIZATION (INCLUDE DOCUMENTS THAT SUPPORT EXEMPT STATUS)  GOVERNMENT  TRUST  ESTATE  
 LIMITED LIABILITY COMPANY – TAX CLASSIFICATION (D=DISREGARDED ENTITY, C=C CORPORATION, S= S CORPORATION, P=PARTNERSHIP): (IF LLC, PLEASE INDICATE D, C, S OR P)

◆ LEGAL BUSINESS NAME\* :

\* NAME (OF BUSINESS) AS SHOWN ON YOUR BUSINESS INCOME TAX RETURNS. FOR SOLE PROPRIETORS, THIS SHOULD ALWAYS BE THE OWNER'S NAME.

◆ LEGAL BUSINESS ADDRESS (NO PO BOX):

OR ▶ TIN (EMPLOYER ID #):

◆ CITY:

◆ STATE:

◆ ZIP CODE:

▶ TIN (SOCIAL SECURITY #):

**5 COMPANY REPRESENTATIONS AND CERTIFICATIONS**

Company Representations and Certifications. By signing below, the applicant company ("Company") and its representative(s) represent and warrant to Elavon, Inc. ("Elavon" or "Member" as applicable), with offices at 7300 Chapman Highway, Knoxville, TN 37920, (collectively, "we" or "us") that (i) all information provided in this company application ("Company Application") is true and complete and properly reflects the business, financial condition, and principal partners, owners, or officers of Company; and (ii) the persons signing this Company Application are duly authorized to bind Company to all provisions of this Company Application and the Agreement. Further, by signing below, Company and its representative(s) agree that Company is subject to the terms and conditions set forth in the Terms of Service ("TOS"), including when leasing equipment, and has had an opportunity to review such terms. **The TOS contains a mandatory and binding arbitration provision that affects Company's legal rights and should be reviewed prior to signing this document.** The signature by an authorized representative of Company on the Company Application, or the transmission of a Transaction Receipt or other evidence of a Transaction to us, shall be the Company's acceptance of and agreement to the terms and conditions contained in the Agreement including, without limitation, this Company Application, the TOS and the Operating Guide incorporated herein by this reference and located at our website at [https://www.merchantconnect.com/CWRWeb/pdf/TOS\\_ENG.pdf](https://www.merchantconnect.com/CWRWeb/pdf/TOS_ENG.pdf) and [https://www.merchantconnect.com/CWRWeb/pdf/MOG\\_Eng.pdf](https://www.merchantconnect.com/CWRWeb/pdf/MOG_Eng.pdf), respectively. If Company does not have access to view the TOS or Operating Guide at our website please contact our customer service center to obtain a copy and review prior to signing this document. Notwithstanding any non-receipt of the TOS or Operating Guide, Company agrees to comply with the Agreement, and all applicable laws, rules, and regulations including the rules and regulations of the Payment Networks, and understands that failure to comply will result in termination of processing services. Capitalized terms shall, unless otherwise defined in this Company Application, have the same meaning ascribed to them in the TOS and Operating Guide.

**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. This means we will ask for certain information and identifying documents to allow us to identify you. Company and its representative(s) authorize us prior to our acceptance of this Company Application and from time to time thereafter, to investigate the individual and business history and background of Company, each such representative and any other officers, partners, proprietors, and/or owners of Company, and to obtain credit reports or other background investigation reports on each of them that we consider necessary to review the acceptance and continuation of this Company Application. Company also authorizes any person or credit reporting agency to compile information to answer those credit inquiries and to furnish that information to us.

A PIN/PINLess Debit Enablement Service Fee will be collected for any Interchange and Assessment savings generated through debit routing on your monthly debit transactions for Interchange Plus customers only. This monthly fee will be calculated from your actual debit transaction volume and will be a percentage of your overall debit cost savings. The PIN/PINLess Debit Enablement Service Fee collected and the Interchange and Assessment savings will be reflected on your monthly statement.

This Company Application may be signed in one or more counterparts, each of which shall constitute an original and all of which, taken together, shall constitute one and the same Company Application. Delivery of executed counterparts of this Company Application may be accomplished by a facsimile transmission, and a signed facsimile or copy of this Company Application shall constitute a signed original.

Company understands that an authorization code is not a guarantee of acceptance or payment of a Transaction. Receipt of an authorization code does not mean that company will not receive a Chargeback for that Transaction.

**PCI Compliance and PCI Program Fee.** All companies, regardless of Transaction volume, must comply with the requirements of the Payment Card Industry Data Security Standard ("PCI DSS"). Elavon's monthly Standard PCI Program Fee for Level 4 companies (based on Transaction volume) is \$ . Any Level 4 company that validates PCI DSS compliance on an annual basis, with initial validation to occur no later than ninety (90) days after account approval, is eligible for the Discounted PCI Program Fee of \$ . Merchants that have selected a SAFE-T solution: Your price for the SAFE-T solution selected above is \$ , which includes the Discounted PCI Program Fee. You must validate PCI DSS compliance within ninety (90) days of account approval, and annually thereafter, to continue to receive the Discounted PCI Program Fee. By signature below, Company acknowledges that if Company has not validated PCI DSS compliance within ninety (90) days of account approval, or in subsequent years on or before the anniversary date of account approval, Company will no longer be eligible for this discount and will be required to pay the full, undiscounted monthly Standard PCI Program Fee of \$ until Elavon is provided with validation of PCI DSS compliance. If Company utilizes a SAFE-T solution and Company fails to validate PCI DSS compliance, Company acknowledges that the price of Company's SAFE-T solution will be adjusted to \$ to reflect the loss of this discount.

Company may be eligible for Data Breach Financial Assistance following account approval and PCI DSS compliance validation. See the PCI Compliance Program Overview in the Operating Guide for assistance details and conditions.

**Under penalties of perjury, Company certifies that:**

- 1. The number shown on this Company Application is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- 3. I am a U.S. citizen or other U.S. person,\*\*
- 4. The FATCA code(s) entered on this form (if any) indicating I am exempt from FATCA reporting is correct.

**American Express Acceptance Program (Acceptance Program).** If Company has elected to accept American Express® Transactions (as indicated in the Card Acceptance section of this Company Application), in addition to all other terms of this Agreement, Company agrees to the Acceptance Program terms of the TOS. By signing below or by accepting a Transaction initiated with an American Express® Payment Device, Company expressly authorizes Elavon to submit American Express® Transactions to, and to receive settlement funds from, American Express on Company's behalf. Company further authorizes Elavon to provide Company's contact information to American Express, and Company agrees that American Express may use and share such contact information for its business purposes and as permitted by applicable Laws, including to communicate with Company regarding products, services, and resources available to Company's business. American Express's use of the email address and mobile phone number provided above is subject to the consent to such use as indicated in Section 1 of this Company Application. Consent to American Express's use of contact information for such communications may be withdrawn at any time by contacting our customer service center. Even if consent is withdrawn, Company may still receive messages related to important information about Company's account from American Express. Company or Elavon may terminate Company's acceptance of American Express® Payment Devices at any time, with or without cause, without affecting Company's rights and obligations pursuant to the remainder of this Agreement. Company acknowledges that, if at any time Company is no longer qualified to participate in the Acceptance Program, Company may be enrolled in the standard American Express® card acceptance program, which may have different terms and conditions than the Acceptance Program, and Company's acceptance of American Express® Payment Devices pursuant to this Agreement will be terminated. Company acknowledges that American Express is an intended third-party beneficiary of this Agreement, solely with respect to the terms and conditions applicable to Company's acceptance of American Express® Payment Devices, and that American Express has the right to enforce such terms and conditions directly against Company.

\* By signing this document below you are agreeing on behalf of the Company to a mandatory binding arbitration provision set forth in the TOS and expressly incorporated herein.  
\*\*The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding. In addition, by signing this Company Application, you hereby certify that to the best of your knowledge, the information provided about you, the name and address provided for the above named Company, and the information provided about the beneficial owner(s) and/or the individual with control over the above named Company is complete and accurate.

◆ SIGNATURE: X	◆ PRINTED NAME:	◆ TITLE:	◆ DATE:
SIGNATURE: X	PRINTED NAME:	TITLE:	DATE:

**6 PERSONAL GUARANTY**

As a primary inducement to us to accept this Company Application, the undersigned Guarantor(s), by signing the Company Application, jointly and severally, unconditionally and irrevocably, guarantee the continuing full and faithful performance and payment by Company of each of its duties and obligations to us (including, without limitation, Chargebacks and obligations in connection with Leased Equipment, if applicable) pursuant to the Company Application and Agreement, as may be amended from time to time, with or without notice. Guarantor(s) understand further that we may proceed directly against Guarantor(s) without first exhausting our remedies against any other person or entity responsible therefore to them or any security held by us or Company. This guarantee will not be discharged or affected by the death of the Guarantors, will bind all heirs, administrators, representatives and assigns and may be enforced by or for the benefit of any of our successors. Guarantor(s) understand that the inducement to us to accept this Company Application is consideration for the guaranty and that this guaranty remains in full force and effect even if the Guarantor(s) receive no additional benefit from the guaranty. The undersigned hereby directs any consumer reporting agency to furnish a consumer credit report that relates personally to the undersigned upon the request of Elavon or any of its designees, successors or assigns and agrees that all parties involved are in compliance with the Fair Credit Reporting Act.

▶ SIGNATURE: X	▶ PRINTED NAME:	▶ DATE:
SIGNATURE: X	PRINTED NAME:	DATE:

**◆ SUBMITTED BY (INTERNAL USE ONLY)**

To the best of my knowledge, I certify that the information provided in this Company Application was provided by the Company and is true, complete and accurate. I further certify that the signatures were provided by the Company's owner(s) or officer(s), as appropriate.

◆ SALES REP SIGNATURE:	◆ PRINTED NAME:	◆ REP ID #:	◆ DATE:
◆ REP PHONE #:	◆ REP EMAIL:	USA-MSP-ELV-0720	



