



Client Application

Zero-Cost Credit

SALES PARTNER INFORMATION

Company Name _____

Representative _____

BUSINESS INFORMATION

Please complete the following information about your business.

Legal Business Name

DBA

Street Address City State Zip Code

Products / Services Sold

% of Ownership Date Business Started (MM/YY) / SOLE PROP PART CORP LLC

Owner's First Name Owner's Last Name

Business Phone Business Email

Federal Tax ID Website URL

ADDITIONAL INFORMATION

Owner's SSN - - Owner's Birthdate (MM/DD/YY) / /

Owner's Home Address



POINT OF CONTACT

The Point of Contact is the member of your office with whom we will communicate about your CardX account.

First Name (If Point of Contact is different from Owner)

Last Name (If Point of Contact is different from Owner)

Phone Number

Email Address

SOLUTION PRICING

The details of the Zero-Cost Credit pricing are below.

When consumers make payments by credit card, your business will collect a credit card fee of %.

Your business's cost on consumer debit card transactions is % + \$ *.

Statement/Support Fee: \$ /month PCI Fee: \$ /month

*Please note:

Commercial debit cards, because of a higher rate charged by the issuing bank, cost 3.38% .

Key-entered debit transactions on the CardX Terminal do not qualify for the 1% + \$0.25 rate. To achieve the 1% + \$0.25 rate for key-entry, we invite you to sign up for the Virtual Terminal at no additional cost.

PAYMENT TYPES ACCEPTED

Please select the payment types your business would like to accept.

MASTERCARD / VISA

AMERICAN EXPRESS

DISCOVER

CARD PAYMENT VOLUME

Please approximate your business's anticipated card payment volume.

MasterCard / Visa \$ /month

Discover \$ /month

American Express \$ /month

Average Ticket \$

High Ticket \$

% of Transactions Swiped

% of Transactions Keyed

% of Transactions via Internet

EQUIPMENT AND DEVELOPMENT

Your Sales Partner will note the equipment and development required by your business.

	Quantity	Price Per Unit
<input type="checkbox"/> CARDX TERMINAL	<input type="text"/>	\$ <input type="text"/>
<input type="checkbox"/> VIRTUAL TERMINAL		
<input type="checkbox"/> HOSTED PAYMENT PAGE	<input type="text"/>	

BANKING INFORMATION

Please provide your business's banking information so that electronic payments can be deposited to your account.

Bank Name

Routing Number (9 digits)

Account Number

ACH AUTHORIZATION

If you've selected the CardX terminal, we require the following authorization.

I authorize CardX, LLC to debit the bank account indicated on this form for \$35.00 per terminal per month. If I wish for a different bank account to be used, I will provide its respective Routing Number and Account Number in the "Notes" section below.

Following a one-month grace period, CardX will initiate a recurring debit on the 1st of every month. For example, if I submit this application on February 1st, the first recurring transaction will take place on March 1st. If the 1st of any month falls on a weekend or holiday, the payment may be executed on the next business day.

This authorization will remain in effect indefinitely, or until I cancel it in writing (by emailing support@cardx.com) no fewer than 5 business days prior to the next billing date.

I may cancel this authorization at any time without penalty, so long as I return the CardX terminal in good condition by mail to CardX (401 N. Michigan Ave., Suite 1610, Chicago, IL 60611) no later than 30 days after I give notice of cancellation.

If I fail to return the terminal in good condition within 30 days after I give notice of cancellation, CardX will initiate a one-time debit of \$299.00 from my account.

In case of any ACH transaction being rejected for Non-Sufficient Funds (NSF), I understand that CardX may at its discretion attempt to process the charge again.

I acknowledge that the origination of ACH transactions to my account must comply with the provisions of U.S. law. I will not dispute CardX's recurring billing with my bank so long as the transactions correspond to the terms indicated in this agreement.

CLIENT SIGNATURE

DATE

NOTES (OPTIONAL)

Please use this section to note any special instructions.

SIGNATURE

Please complete your application by signing below.

By signing, you accept Terms and Conditions: www.cardx.com/terms/client-terms.html

CLIENT SIGNATURE

DATE

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: _____ 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 and 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.

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.

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

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.

All companies must comply with the requirements of the Payment Card Industry Data Security Standards ("PCI DSS"). Elavon requires Level 4 companies (determined based on Transaction volume) to validate PCI DSS compliance on an annual basis, with initial validation to occur no later than ninety (90) days after account approval. Any company that 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, will be charged a monthly non-compliance fee of \$74.99 until Elavon is provided with validation of PCI DSS compliance. Company may be eligible for Data Breach Financial Assistance Coverage following account approval and PCI DSS compliance validation. See the PCI Compliance Program Overview 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:	PRINTED NAME:	TITLE:	DATE:
SIGNATURE:	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:	PRINTED NAME:	DATE:
SIGNATURE:	PRINTED NAME:	DATE:

SUBMITTED BY (SALES 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:	ELAVON USA-MSP-ELV-0420	