



Java Payment Services

Phone: (888) 599-4560

Fax: (248) 912-1101



Merrick Bank

135 Crossways Park Drive North

Suite A

Woodbury, New York 11797

Phone: (800) 267-2256

Merchant Application and Agreement

SALES REP NAME		MERCHANT#		MCC:	
MERCHANT NAME (DBA OR TRADE NAME)			LEGAL NAME (IF DIFFERENT)		
LOCATION ADDRESS			BILLING ADDRESS		
CITY, STATE, ZIP			CITY, STATE, ZIP		
FEDERAL TAX ID		PHONE #		FAX #	
EMAIL ADDRESS:			WEBSITE:		
MERCHANT NAME TO APPEAR ON CONSUMER STATEMENT: <input type="checkbox"/> DBA NAME <input type="checkbox"/> LEGAL NAME <input type="checkbox"/> OTHER: _____					
MERCHANT BILLING ADDRESS: <input type="checkbox"/> DBA ADDRESS <input type="checkbox"/> LEGAL ADDRESS <input type="checkbox"/> OTHER: _____					
DOES THIS LOCATION CURRENTLY TAKE VISA/MASTERCARD/DISCOVER®? (IF YES, PLEASE PROVIDE STATEMENTS) <input type="checkbox"/> YES <input type="checkbox"/> NO					
HAS MERCHANT OR OWNERS/PRINCIPALS EVER BEEN TERMINATED FROM ACCEPTING BANKCARDS FOR THIS OR ANY OTHER BUSINESSES? <input type="checkbox"/> YES <input type="checkbox"/> NO					
PRINCIPAL #1 INFORMATION		Controlling Interest: <input type="checkbox"/> YES <input type="checkbox"/> NO		PRINCIPAL #2 INFORMATION	
NAME		NAME		Controlling Interest: <input type="checkbox"/> YES <input type="checkbox"/> NO	
RESIDENCE ADDRESS		SOCIAL SECURITY #		RESIDENCE ADDRESS	
CITY, STATE, ZIP		DRIVERS LICENSE #		CITY, STATE, ZIP	
PHONE		% OWNERSHIP		DATE OF BIRTH	
PRINCIPAL #3 INFORMATION		Controlling Interest: <input type="checkbox"/> YES <input type="checkbox"/> NO		PRINCIPAL #4 INFORMATION	
NAME		NAME		Controlling Interest: <input type="checkbox"/> YES <input type="checkbox"/> NO	
RESIDENCE ADDRESS		SOCIAL SECURITY #		RESIDENCE ADDRESS	
CITY, STATE, ZIP		DRIVERS LICENSE #		CITY, STATE, ZIP	
PHONE		% OWNERSHIP		DATE OF BIRTH	
TYPE OF BUSINESS			NATURE OF BUSINESS		
<input type="checkbox"/> INDIVIDUAL/SOLE PROPRIETOR <input type="checkbox"/> NON-PROFIT (PROVIDE 501-C3) <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> PRIVATE <input type="checkbox"/> CORPORATION <input type="checkbox"/> PUBLICLY TRADED <input type="checkbox"/> LLC STATE: _____ <input type="checkbox"/> GOVERNMENT			<input type="checkbox"/> RETAIL <input type="checkbox"/> PUBLIC SERVICE <input type="checkbox"/> RETAIL WITH TIP <input type="checkbox"/> PETROLEUM <input type="checkbox"/> <input type="checkbox"/> RESTAURANT INTERNET <input type="checkbox"/> MAIL/PHONE ORDER <input type="checkbox"/> FAST FOOD <input type="checkbox"/> LODGING <input type="checkbox"/> OTHER _____		
DATE BUSINESS STARTED _____			PRODUCT OR SERVICE OFFERED _____		
LENGTH OF OWNERSHIP _____			<input type="checkbox"/> SEASONAL SALES		
MONTHLY VISA/MASTERCARD/DISCOVER VOLUME: \$ _____			MONTHS OPEN _____		
AVERAGE TICKET: \$ _____			REFUND POLICY _____		
METHOD OF ACCEPTANCE (TOTALS TO EQUAL 100%) MERCHANTS PROCESSING LESS THAN 75% SWIPE TRANSACTIONS MUST COMPLETE THE MOTO QUESTIONNAIRE ON PAGE 2.					
SWIPE: _____% KEY ENTERED: _____% MO/TO: _____% INTERNET: _____%					
DOES MERCHANT USE AN INDEPENDENT SERVICE THAT STORES, MAINTAINS OR TRANSMITS CARDHOLDER INFORMATION : <input type="checkbox"/> YES <input type="checkbox"/> NO					
IF YES, PLEASE PROVIDE NAME: _____ PHONE NO.: _____					
BANK ACCOUNT INFORMATION					
<input type="checkbox"/> CHECKING <input type="checkbox"/> SAVINGS BANK NAME: _____					
TRANSIT # (ABA ROUTING): _____ ACCOUNT # (DDA) _____					
BANK DISCLOSURE					
Merchant Information: refer to Merchant application Important Merchant Responsibilities: 1. Ensure compliance with cardholder data security and storage requirements. 2. Review and understand the terms of the Merchant Agreement. 3. Maintain fraud and chargebacks below thresholds. 4. Comply with Visa Operating Regulations. The responsibilities listed above do not supersede terms of the Merchant Agreement and are provided to ensure the Merchant understands some important obligations of each party and that the Visa Member - Merrick Bank - is the ultimate authority should the Merchant have any problems. Merchant's Signature: _____ Date: _____			Merrick Bank, 135 Crossways Park Drive North, Suite A, Woodbury, New York 11797 Phone (800) 267-2256 Important Bank Responsibilities: 1. Merrick Bank is the only entity approved to extend acceptance of Visa products directly to a Merchant. 2. Merrick Bank is responsible for educating Merchants on pertinent Visa operating regulations with which Merchants must comply. 3. Merrick Bank is responsible for all funds held in reserve that is derived from settlement. 4. Merrick Bank is responsible for and must provide settlement funds to the Merchant. 5. Merrick Bank must be a principal (signer) to the Merchant Agreement		

SCHEDULE A VISA/MASTERCARD AND DISCOVER CARD DISCOUNT RATES & FEES

Visa/MasterCard and Discover Card interchange and online pin based debit network cost will be charged in addition to:				
CARD FEES	DISCOUNT	TRANSACTION	OTHER FEES	
AMEX RATES	%	\$	CHARGEBACK FEE	\$25.00
QUALIFIED RATE	%	\$	VOICE AUTHORIZATION FEE	\$.75
MID QUALIFIED RATE	%	\$	BATCH FEE	\$.20
NON-QUALIFIED RATE	%	\$	ANNUAL FEE	\$60.00
INTERCHANGE (COST) PLUS:	%	\$	DISCOVER PER ITEM FEE	\$
DEBIT	%	\$	GATEWAY MONTHLY FEE	\$15.00
STATEMENT FEE		\$	MONTHLY MINIMUM	\$15.00
EQUIPMENT/GATEWAY:			PAYMENT APPLICATION/VERSION NUMBER:	

You have the option of accepting MasterCard credit cards, Visa credit cards, credit cards issued by the Discover, 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 and Visa card types.

Elected Visa, Discover, or MC card types NOT to accept:

SITE INSPECTION (photographs of business location (interior & exterior) are required to be completed by sales rep)

MERCHANT:	AREA ZONED:	BUILDING TYPE:	SQUARE FOOTAGE:
<input type="checkbox"/> OWN	<input type="checkbox"/> COMMERCIAL	<input type="checkbox"/> SHOPPING CENTER <input type="checkbox"/> INDUSTRIAL BUILDING	<input type="checkbox"/> 0-500 FT. <input type="checkbox"/> 2501-5000 FT.
<input type="checkbox"/> RENT	<input type="checkbox"/> INDUSTRIAL	<input type="checkbox"/> OFFICE BUILDING <input type="checkbox"/> COMMERCIAL BUILDING	<input type="checkbox"/> 501-2500 FT. <input type="checkbox"/> 5001-1000+ FT.
	<input type="checkbox"/> RESIDENTIAL	<input type="checkbox"/> STAND ALONE BUILDING <input type="checkbox"/> RESIDENCE	

BASED UPON YOUR REVIEW, DOES MERCHANT HAVE APPROPRIATE FACILITIES, EQUIPMENTS, INVENTORY, PERSONNEL AND LICENSE OR PERMIT TO OPERATE THEIR BUSINESS? YES NO COMMENTS: _____

*BY SIGNING BELOW, INSPECTOR IS CERTIFYING HE/SHE HAS VISITED THE LOCATION AND INFORMATION PROVIDED IS TRUE AND CORRECT.

INSPECTOR NAME: _____ SIGNATURE: _____ DATE: _____

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 JPS 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 JPS 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 JPS or BANK agrees to changes or modifications to the Merchant Agreement, with or without notice to Guarantor; (3) JPS 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 JPS, Merchant, or BANK under the Merchant Agreement; and/or (5) anything else happens that may affect the rights of either JPS or BANK against the Merchant or any other Guarantor. Each Guarantor further agrees that: (a) JPS 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) JPS 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 JPS 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.

SIGNATURE #1: _____ PRINT NAME: _____ DATE: _____
 SIGNATURE #2: _____ PRINT NAME: _____ DATE: _____

MERCHANT APPLICATION AND AGREEMENT ACCEPTANCE

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 will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

MERCHANT APPLICATION AND AGREEMENT ACCEPTANCE (Capitalized terms not defined in this Acceptance Section have the meanings set forth below in the Terms and Conditions)

By executing this Merchant Application 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 Sponsor Bank ("BANK") and BANK shall rely on the information provided herein in its approval process and in settling the applicable Discount Rate, Approved Average Ticket, and Approved Monthly Bankcard 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; (vi) The Merchant Agreement shall not take effect until Merchant has been approved by BANK and a merchant number has been issued to merchant; and (vii) The undersigned has received, read, understood, the Merchant Agreement, which is incorporated herein by reference thereto, 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 Merrick Bank as the Sponsor Bank, Java Payment Services, LLC ("JPS") shall also be a party to this Merchant Agreement. In such case, Merchant acknowledges that Java Payment Services, LLC ("JPS") shall 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, JPS shall have all the rights of BANK under this Application and Agreement

MERCHANT:
 SIGNATURE #1: _____ PRINT NAME _____ DATE _____
 SIGNATURE #2: _____ PRINT NAME _____ DATE _____
 BANK BY: _____ PRINT NAME _____ DATE _____
 JPS BY: _____ PRINT NAME RON DOWDY, PRESIDEN DATE _____

CERTIFICATION OF BENEFICIAL OWNER(S)

To help the government fight financial crime, Federal regulation requires certain financial institutions to obtain, verify, and record information about the beneficial owners of legal entity customers. Legal entities can be abused to disguise involvement in terrorist financing, money laundering, tax evasion, corruption, fraud, and other financial crimes. Requiring the disclosure of key individuals who own or control a legal entity (i.e., the beneficial owners) helps law enforcement investigate and prosecute these crimes.

By signing below, I attest that I have accurately provided the name, address, date of birth, and Social Security Number (SSN) for the following individuals (i.e. the **beneficial owner(s)**):

- i) Each individual, if any, who owns directly or indirectly, 25 percent or more of the equity interests of the legal entity customer (e.g. each natural person that owns 25 percent or more of the shares of a corporation); **and**
- ii) An individual with significant responsibility for managing the legal entity customer (e.g., a Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, Managing Member, General Partner, President, or Treasurer).

The number of individuals that satisfy this definition of "beneficial owner" may vary. Under section (i), depending on the factual circumstances, up to four individuals (but as few as zero) may need to be identified. Regardless of the number of individuals identified under section (i), you must provide the identifying information of one individual under section (ii). It is possible that in some circumstances the same individual might be identified under both sections (e.g., the President of Acme, Inc. who also holds a 30% equity interest). Thus, a completed form will contain the identifying information of at least one individual (under section (ii)), and up to five individuals (i.e., one individual under section (i) and four 25 percent equity holders under section (ii)).

I, the undersigned _____, certify that all of the information furnished above with regard to information for each individual, if any, who directly or indirectly, through any contract, arrangement, understanding, relationship or otherwise, owns 25 percent or more of the equity interests of the legal entity listed above is complete and accurate.

Signature: _____ Date: _____