

# PAYMENT

## VeriFone OMNI 3730LE

A HARD WORKING TERMINAL THAT'S EASY ON YOUR BUDGET



EVERYTHING YOU WANT.  
JUST WHAT YOU NEED.

The Omni 3730LE is a hard-working, reliable payment terminal that will earn its keep, day after day. This extremely fast terminal supports a full range of payment types including credit, debit, gift cards and Dynamic Currency Conversion through one easy-to-use solution. With the addition of a check imager / reader you can even convert checks into electronic transactions. An ATM-style interface is instantly intuitive, ensuring ease-of-use, minimizing training time, and reducing user errors. The integrated thermal printer – with trouble-free, drop-in paper loading – and a built-in PINpad keep your countertops clutter-free. Plus, the lightweight, ergonomic device can be easily handed to customers for PIN entry. Best of all – the Omni 3730LE is one of the most affordable payment terminals on the market.



<b>SCHEDULE OF FEES / PROCESSING LIMITS (TO BE COMPLETED BY SALES REPRESENTATIVE)</b>	MCC/SIC:	Application Fee: \$ _____	VISA / MC Authorization/Batch Closure Fee: \$ 0. _____ per transaction	ACH Return Item Fee: \$25.00 each ACH Change Fee: \$25.00 each Retrieval Request: \$15.00 each Chargebacks: \$35.00 each Over Limit Fee: 5.00% High Risk Fee: 0.25%
	Monthly Sales Processing Limit: \$ _____	Customer Service / Statement Fee: \$ _____ per month	T&E Authorization/Batch Closure Fee: \$ 0.30 per transaction	There is a \$15.00 fee for adding T&E and Debit Card processing to your merchant account after initial set-up.
	Average Ticket: \$ _____	<input type="checkbox"/> iAccess Fee \$ 9.95 per month	EBT Fee \$ 0. _____ per transaction	
	Monthly Minimum Discount Fee: \$25.00	<input type="checkbox"/> Single <input type="checkbox"/> Chain		Annual Fee: Retail Merchants: \$49.95 Non-Retail Merchants: \$99.95
	<b>Offline-Debit Discount Fees:</b> Qualified Fee: _____% Mid-Qualified Fee: Qualified + 0.30% Non-Qualified Fee: Qualified + 2.75%	<input type="checkbox"/> Merchant/Premier Club: \$ _____ per month	AVS: \$0.10 per inquiry Voice Auth: \$1.50 each	Reserve Account Maintenance Fee: \$2.50 per month
	<b>Credit Card Discount Fees:</b> Qualified Fee: _____% Mid-Qualified Fee: Qualified + 0.30% Non-Qualified Fee: Qualified + 2.75%	Debit Card Fees: Access Fee: \$ _____ per month Transaction Fee \$0. _____ per transaction + 0.75%	Early Termination Fee: Please refer to Paragraph 22.1 of the Merchant Services' Program Guide	
	<b>Restaurant/Lodging Discount Fees:</b> Qualified Fee: _____% Mid-Qualified Fee: Qualified + 0.40% Non-Qualified Fee: Qualified + 2.75%	Interchange: + _____% Plus Dues and Assessments	<b>Wireless Fees</b> Set-up Fee: \$ _____ Monthly Gateway Fee: \$ _____ Per Auth Fee: \$ _____	<b>Payment Gateway Fees</b> Set-up Fee: \$ _____ Monthly Access Fee: \$ _____ Per Auth Fee: \$ _____

Comments: \_\_\_\_\_

ADDED SERVICE ENROLLMENT				
<input type="checkbox"/> Debit Card Services	<input type="checkbox"/> Electronic Benefits Transfer (EBT) / FNS# _____	<input type="checkbox"/> Check Services	<input type="checkbox"/> Lease Services	<input type="checkbox"/> Gift Card Services

CARD ACCEPTANCE	
Accept all MasterCard and Visa Transactions (presumed, unless any selections below are checked)	
<b>MasterCard Acceptance:</b> <input type="checkbox"/> Accept MC Credit transactions only <input type="checkbox"/> Accept MC Non-PIN Debit transactions only	<b>Visa Acceptance:</b> <input type="checkbox"/> Accept Visa Credit transactions only <input type="checkbox"/> Accept Visa Non-PIN Debit transactions only
See Paragraph 1.9 of the Merchant Services' Program Guide for details regarding limited acceptance.	

EXISTING MERCHANT NUMBERS			
American Express		Diners Club	
Discover Card		JCB	
<b>NEW ENTITLEMENTS</b>	<b>American Express</b> <input type="checkbox"/> Discount Rate: _____ % <b>or</b> <input type="checkbox"/> Monthly Flat Fee: \$ 5.95 <input type="checkbox"/> Monthly Gross Pay <input type="checkbox"/> Daily Gross Pay Est. Annual Volume: \$ _____ Est. Average Tkt: \$ _____ Pay Frequency: <input type="checkbox"/> 3 Day <input type="checkbox"/> 15 Day <input type="checkbox"/> 30 Day Merchant Initials _____ Fees disclosed are billed by American Express.	<b>Discover Card</b> Subject to separate approval – Rates and fees are quotes based on merchant type and estimated volume and are subject to change. Fees disclosed are billed by Discover. Discount Rate: _____ % Transaction Fee: \$0.10 * Membership Fee: \$ _____ ** Merchant Initials _____ * An additional \$0.10 per transaction fee will apply to each Discover transaction processed and will be deducted along with the discount rate by Discover. ** One-time \$25.00 membership fee will be collected via separate ACH by Discover.	

\*\*\*ATTACH A VOIDED BUSINESS CHECK FROM ACCOUNT\*\*\*

<b>BANK INFORMATION</b>	Bank Name:	Bank Address:	City:	State:	Zip:
	Branch:	Bank Phone:	Contact Name:		
	Transit # (ABA Routing):	Account # (DDA):			

SALES REPRESENTATIVE INFORMATION			
Auth #:	Interchange Table:	Assoc.:	Grid #:

MERCHANT SITE SURVEY *Photograph of business location (interior & exterior) are required. (Completed by Sales Representative)		
Date:	Type of Building:	Square Footage (approximate):
Inspector's Comments:		
I have verified the identification of the above listed principal(s):  Sales Representative Signature: _____		Under the penalty of perjury and accountability, I hereby certify I personally conducted this premises inspection described above and hereby certify that this business is legitimate. Inspector's Signature: _____

The undersigned, and each of them, if more than one, acknowledges and agrees that this Merchant Processing Application ("Application") is to obtain payment settlement services offered by Wells Fargo Bank, N.A. ("Bank"), a member of Visa USA, Inc. ("Visa") and MasterCard International, Inc. ("MasterCard"). In order for Merchant to obtain the settlement services described in this Application and as may be selected by Merchant (collectively and individually, as applicable, the "Services"), Merchant must agree to and accept the terms and conditions under which Bank and iPayment (collectively, "Servicers" or "we" or "us") will agree to provide them.

By signing below, the undersigned Merchant (and each individual) hereby acknowledges and confirms that: a.) The terms and conditions that Merchant must agree to and accept to obtain the Services include the terms of this Application together with all terms contained in the Merchant Services' Program Guide ("Program Guide") including any information or terms that are incorporated by reference in the Program Guide, and together contain the terms and conditions of the agreement for the Services (collectively the "Agreement"); b.) You understand that certain terms used in the Agreement (including this Application) are fully defined in the Program Guide, that you have received and reviewed this Agreement including all the documents and information which are incorporated herein by reference, (including the Program Guide which is also available for viewing and/or downloading from the Internet at: [www.ipaymentinc.com](http://www.ipaymentinc.com)), that the Agreement sets out the terms and conditions under which Merchant may utilize the Services, and that You have 1<sup>st</sup> National Processing, a wholly owned subsidiary of iPayment, Inc., is a registered ISOM/SP of Wells Fargo Bank, N.A., Walnut Creek, CA Page 2 of 4 Revision 0707A

an obligation to promptly contact iPayment and/or the Bank regarding any questions pertaining to any portion of this Agreement; c.) Upon acceptance of this Agreement, it becomes a legally binding contract enforceable against Merchant and with respect to certain provisions, the individual executing this Agreement on behalf of Merchant, who is making certain representations and promises in his or her personal capacity.

By signing below, the undersigned Merchant warrants and certifies that all information submitted under the Agreement (including the Application) is true, correct, and complete and understands that Bank and iPayment will be relying on such information during the approval process, including in setting the applicable fees, rates, limits and all other terms and conditions. Merchant (and each individual) hereby authorizes Bank and/or iPayment to obtain from third parties financial and credit information relating to Merchant (and each individual) in connection with their determination of whether to accept this Agreement and hereby grants Bank and/or iPayment continuing authority to conduct credit checks and background investigations and inquiries concerning each of the undersigned including, but not limited to, financial, character and business references and Merchant's owner(s) (if Merchant is an entity). Each of the undersigned expressly authorizes Bank and/or iPayment to request and obtain from Consumer Reporting Agencies (Bureaus) consumer and business reports. Each of the undersigned furthermore agrees that all references, including banks and Consumer Reporting Agencies, may release any and all personal and business credit and financial information to Bank and/or iPayment.

To help the government fight the funding of terrorism and money laundering activities, U.S. Federal law requires financial institutions to obtain, verify, and record certain identifying information from any business or individual seeking to open a new account. We are required to obtain this information no matter how the account is opened (e.g., by mail, phone, in-person, or online). We may ask to see your driver's license or other identifying documents. The information requested or obtained by us may include your: name; address (residence for individuals and place of business for non-individuals); date of birth (for individuals); US taxpayer identification number for US citizens or companies (for individuals this is usually a Social Security number); or other forms of government issued identification (for example, a passport or alien identification card) for non-US citizens.

By signing below, you agree, understand and acknowledge that: a.) The Agreement will not take effect unless and until Merchant has been approved by Bank and iPayment and Merchant is assigned and issued a Merchant Account Number; b.) Any alteration, strikeover, or modification to the preprinted text of this Application or any part of the Agreement shall be of no effect whatsoever and at Bank's and iPayment's discretion may render the Agreement invalid; c.) You must select and indicate the category of "Cards" you will accept on the Application and will collectively be referred to as "Cards". You acknowledge and agree that Merchant will be furnished with the services and products described and selected by Merchant in the Application (collectively and individually, as applicable, the "Services") and that Servicers will be the sole and exclusive provider of the Services to Merchant during the term of this Agreement; d.) If Merchant is approved, any cancellation by You of this Agreement within three (3) years from the date of approval or is terminated by Servicers due to an Event of Default by Merchant, will be subject to the applicable early termination fees and Merchant will be charged a fee for such early termination equal to (i) \$350.00 if terminated before completion of the first year of the Term; or (ii) \$250.00 if terminated after completion of the first year of the Term but prior to the end of the third year of the Term (See Section 22.1 of the Agreement - Program Guide).

If information is provided in the "New Entitlements" section of the Application, then the following shall apply:

American Express: By signing below, Merchant represents that the information provided on the Application is complete and accurate and authorizes American Express Travel Related Services Company, Inc. ("American Express") to verify the information on this Application and to receive and exchange information about Merchant, including requesting reports from consumer reporting agencies. If Merchant asks American Express whether or not a consumer report was requested, American Express will tell Merchant, and if American Express received a report, American Express will give Merchant the name and address of the agency that furnished it. Merchant understands that upon American Express' approval of the business entity indicated above to accept the American Express Card, the Terms and Conditions for American Express Card Acceptance ("Terms and Conditions") will be sent to such business entity along with a Welcome Letter. By accepting the American Express card for the purchase of goods and/or services, Merchant agrees to be bound by the Terms and Conditions.

Discover Card: By signing below, Applicant acknowledges that by accepting Discover @ card for payment, Applicant agrees to the terms and conditions of Discover Financial Services ("Discover"). Such terms and conditions will be sent to Applicant by Discover.

If Merchant has selected (by checking the appropriate box on the Application) to receive products and/or services offered under one or more of the Third Party Agreements referenced in the Program Guide, they hereby acknowledge and agree that the executed Signature page of the Application shall also serve as a signature page for each of the respective Third Party Agreement(s) and further acknowledge that the Third Parties are relying upon the information contained on the Application all of which are incorporated by reference into the Third Party Agreements. Merchant authorizes iPayment and Bank to share and exchange the information on the Application with the Third Parties and to provide a copy of the executed signature page to the respective Third Party, if requested.

IN WITNESS WHEREOF, the undersigned Merchant has duly executed this Agreement (including the Application) as of the date(s) indicated below, and hereby confirms that Merchant has received a complete copy of the Agreement, including a completed copy of this Application, consisting of pages one (1) through four (4), together with a copy of the Program Guide (the "Agreement").

\_\_\_\_\_  
Applicant/Merchant Legal Name

\_\_\_\_\_  
Applicant/Merchant DBA Name

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

APPROVED/ACCEPTED:

APPROVED/ACCEPTED:

By: \_\_\_\_\_ Date: \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_

**Wells Fargo Bank, N.A. 1200 Montego Way, Walnut Creek, CA 94598**

**iPayment, Inc. 26707 West Agoura Road, Suite 100, Calabasas, CA 91302**

**CONTINUING PERSONAL GUARANTY PROVISION - PERSONAL GUARANTOR(S):**

Each signer below ("You" or "Your") agrees as follows. You, in Your individual capacity (even though You use a title or other designation with Your signature) unconditionally guarantee and promise to pay to Wells Fargo and iPayment all indebtedness of the Applicant at any time arising under or relating to the Agreement, including the related application and any related agreements or instruments, and any First Data Lease if applicable as well as any extensions, modifications, or renewals thereof. You authorize the Wells Fargo and/or its agent(s) and iPayment to investigate the individual business history of Applicant and each representative signing the Agreement, including Yourself, including investigative credit reports, in order to evaluate acceptability into the Wells Fargo Merchant Services Merchant Program and if accepted, to conduct further investigations from time to time thereafter and to report credit information to others. The obligations hereunder are joint and several and independent of the obligations of the Applicant, and a separate action or actions may be brought and prosecuted against You whether action is brought against Applicant or any other person, or whether the Applicant or any other person is joined in any such action or actions. You acknowledge that this guaranty is absolute and unconditional, there are no conditions precedent to the effectiveness of this guaranty, and this guaranty is in full force and effect and is binding on You in Your individual capacity as of the date you sign this Application, regardless of whether Wells Fargo and iPayment obtains collateral or any guaranties from others or takes any other action contemplated by You. As guarantor, You waive (i) presentment, demand, protest, notice of protest, and notice of nonpayment; (ii) any defense arising by reason of any defense of the Applicant or other guarantor; and (iii) the right to require Wells Fargo to proceed against Applicant or any other guarantor, to pursue any remedy in connection with the guaranteed indebtedness, or to notify You as guarantor of any additional indebtedness incurred by the Applicant, or of any changes in the Applicant's financial condition. You also authorize Wells Fargo and iPayment, without notice or consent, to (a) extend, modify, compromise, accelerate, renew, or otherwise change the terms of the guaranteed indebtedness; (b) proceed against one or more guarantors without proceeding against the Applicant or another guarantor; and (c) release or substitute any part to the indebtedness or this guaranty.

You represent and warrant to Wells Fargo and iPayment that: (a) Wells Fargo and iPayment has made no representation to You as to the creditworthiness of the Applicant; and (b) You have established adequate means of obtaining from the Applicant on a continuing basis financial and other information pertaining to Applicant's financial condition. You agree to keep adequately informed from such means of any facts, events or circumstances which might in any way affect Your risks hereunder, and You further agree that Wells Fargo and iPayment shall have no obligation to disclose to You any information or material about the Applicant which is acquired by Wells Fargo and iPayment in any manner.

You acknowledge and agree that until all obligations subject to this guaranty shall have been paid in full, You shall have no right of subrogation, and You waive any right to enforce any remedy which Wells Fargo and iPayment now has or may hereafter have against the Applicant or any other person, and waives any benefit of, or any right to participate in, any security now or hereafter held by Wells Fargo and iPayment. You agree that this guaranty will be governed by California law; and shall benefit Wells Fargo, iPayment and its successors and assigns.

You understand that this is a Guaranty of payment and not of collection and that Wells Fargo Bank, N.A., Wells Fargo Merchant Services, L.L.C., and iPayment are relying on this Guaranty in entering into the Agreement.

\_\_\_\_\_, An Individual  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_, An Individual  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

## ASSOCIATION DISCLOSURE

Wells Fargo Bank, N.A. ("Bank") is the Member Bank (Acquirer) named in the Merchant Agreement.

**The Bank's mailing address and phone number are:**

Wells Fargo Bank, N.A.  
1200 Montego Way  
Walnut Creek, CA 94598  
Phone number is: 1-925-746-4172

**Important Member Bank Responsibilities:**

- (a) The Bank is the only entity approved to extend acceptance of Association products directly to a merchant.
- (b) The Bank must be a principal (signer) to the Merchant Agreement.
- (c) 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.
- (d) The Bank is responsible for and must provide settlement funds to the merchant.
- (e) The Bank is responsible for all funds held in reserve that are derived from settlement.

**The Merchant's name, mailing address and phone number are:**

Merchant Name: \_\_\_\_\_

Merchant Address: \_\_\_\_\_

Merchant Phone: \_\_\_\_\_

**Some Important Merchant Responsibilities:**

- (a) Ensure compliance with Cardholder data security and storage requirements.
- (b) Maintain fraud and chargebacks below thresholds.
- (c) Review and understand the terms of the Merchant Agreement.
- (d) Comply with Association Rules.

The responsibilities listed above **do not supersede** terms of the Merchant Agreement and are provided to ensure that Merchant understands some important obligations of each party. **This Disclosure page must be dated and signed by the Merchant's principal owner or authorized officer, which signature confirms that he/she has reviewed a copy of this document and that Merchant must be (and has been) provided with an executed copy of this Disclosure page at the time it is signed (which Merchant must retain) as well as a copy of the completed Merchant Application executed by Merchant (and Merchant Agreement).**

Sales Representative Name: \_\_\_\_\_

\_\_\_\_\_  
Merchant's Signature

\_\_\_\_\_  
Merchant's Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

# VOIDED BUSINESS CHECK

ATTACH HERE

BANK NAME \_\_\_\_\_

BANK PHONE \_\_\_\_\_

ROUTING # \_\_\_\_\_

ACCOUNT # \_\_\_\_\_

FAX TO:  
1 (570) 698-0140

# Free Terminal Placement Agreement

**Date:**

**DBA:**

**MID#**

**Salesperson:**

**Terminal Type:**

**Address:**

**City:**

**State:**

**Zip:**

## Acknowledgement

Merchant acknowledges that the terminal is free of charge as long as they are processing with 1<sup>st</sup> National Merchant Services. Upon termination of the merchant account the merchant agrees that the equipment must be returned to 1<sup>st</sup> National Merchant Services Corporate Headquarters. If the equipment is not returned within 30 days of termination, the merchant will be charged \$450.00 for the replacement value of the terminal.

Merchant Signature & Date \_\_\_\_\_

Print \_\_\_\_\_

Title \_\_\_\_\_