

## PAYMENT GATEWAY ACCOUNT AND MERCHANT ACCOUNT SETUP FORMS

Welcome to Authorize.Net, and thank you for choosing us for your e-Commerce transaction needs. Depending on what you require, you have two options:

### Option A

If you need an Authorize.Net Payment Gateway Account\* and you already have a Merchant Account\*\*, complete and fax the following pages:

- Payment Gateway Account Setup Form (Page 2)
- Authorization for Single Direct Payment (Page 3)
- Appendix A: Merchant Account Configuration Form

### Option B:

If you need both a Merchant Account\*\* and an Authorize.Net Payment Gateway account\*, complete and fax the following pages:

- Payment Gateway Account Setup Form (Page 2)
- Authorization for Single Direct Payment (Page 3)
- Appendix B: Merchant Account Setup Form

\* **An Authorize.Net Payment Gateway Account** is the communication tool that enables you to authorize, settle and manage credit card and electronic check payments.

\*\* **A Merchant Account** is a bank account that is used specifically for the purpose of collecting proceeds from bank account and credit card payment transactions. A Card Not Present (CNP) merchant account is used by merchants who receive payments electronically or in situations where payment is not physically presented to the merchant by the consumer at the time of the transaction. A Card Present (CP) merchant account is used by merchants who receive payments in a physical location, where payment is physically presented to the merchant by the customer at the time of the transaction.

### Questions?

If you need help determining if you already have a Merchant Account or have any other questions:

Call Wade Gardiner at 801-492-7002.

Or visit the "How it Works" diagram at <http://www.authorize.net/resources/howitworksdiagram/>

# PAYMENT GATEWAY ACCOUNT SETUP FORM

**ATTENTION:** Wade Gardiner

Phone Number: 801-492-7002, Fax Number: 801-492-6546, E-mail Address: wgardiner@authorize.net

**Instructions:** Please fax the completed setup form to 801-492-6546.

## STEP 1: COMPANY INFORMATION

**Company Name:** \_\_\_\_\_

**Company Officer / Owner / Principal Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Company Tax ID (Sole Prop. Can use SS#):** \_\_\_\_\_

**Company Address (No P.O. Boxes):** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **ZIP Code:** \_\_\_\_\_

**Company Phone Number:** \_\_\_\_\_ **Company Fax Number:** \_\_\_\_\_

**E-Mail Address (The address that setup information will be sent to):** \_\_\_\_\_

**Business Type (select one):** Corporation Non-Profit Corporation (must send copy of 501c3) LLC Sole Proprietorship LLP

**Market Type (select one):** Card Not Present (CNP)/E-commerce Mail Order/Telephone Order (MOTO) Card Present (CP)/Retail

**Company Web Address (URL) (If you have one):** \_\_\_\_\_

**Detailed Description of Products or Services Sold:** \_\_\_\_\_

## STEP 2: PAYMENT AND ACCOUNT INFORMATION

Authorize.Net Payment Gateway Account Fees: **Non-Refundable Setup Fee\*: \$99.00**

**Monthly Gateway Fee\*\*: \$17.95**

**Per-Transaction Fee\*\*: \$0.10**

**\*Non-Refundable Setup Fee:** Company agrees to pay to Authorize.Net a one-time non-refundable fee in the amount written above for the setup of Company's payment gateway account and access to Authorize.Net Services pursuant to the attached Authorization for Single Direct Payment (ACH Debit) form.

**IMPORTANT: You must also complete the "AUTHORIZATION FOR SINGLE DIRECT PAYMENT" form on Page 3.**

**\*\*Monthly Gateway & Per-Transaction Fee.** Authorize.Net shall charge Company a Monthly Gateway Fee and Per-Transaction Fee in the amounts provided above. Billing shall commence upon the creation of the account, such fees will be billed automatically on a monthly basis to the bank account provided on Page 3.

**Authorization.** By signing below, I acknowledge and agree, on behalf of my Company and myself, that I am entering into binding contract with Authorize.Net and will be bound by the following terms and conditions: (i) I have authority to execute this authorization and agreement on behalf of my Company; (ii) I permit Authorize.Net to share any and all information contained in these Authorize.Net Payment Gateway Account & Merchant Account Setup Forms with its service partners for the purpose of establishing a Merchant Account, if applicable; (iii) billing for the Authorize.Net Payment Gateway Account in the amounts set forth above shall commence upon Company's execution below; and (iv) I agree to be bound by the terms and conditions of the Authorize.Net Payment Gateway Merchant Service Agreement ("Authorize.Net Gateway Agreement"), incorporated herein by reference and located at the following Web address:

[http://www.authorizenet.com/files/Authorize.Net\\_Service\\_Agreement.pdf](http://www.authorizenet.com/files/Authorize.Net_Service_Agreement.pdf).

**CompanyName:** \_\_\_\_\_ **Signature:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_ **PrintTitle** \_\_\_\_\_ **Date:** \_\_\_\_\_

## AUTHORIZATION FOR SINGLE DIRECT PAYMENT (ACH DEBIT)

The Company listed below hereby authorizes Authorize.Net, LLC to initiate a debit entry to Company's account at the depository financial institution named below and to debit the same to such account for the amount listed below. Company acknowledges that the origination of ACH transactions to Company's account must comply with the provisions of U.S. law.

### PAYMENT AND ACCOUNT INFORMATION

**Bank Name:** \_\_\_\_\_ **Account Type** (circle one): *Checking* *Savings*

**Branch City:** \_\_\_\_\_ **Branch State:** \_\_\_\_\_ **Zip Code:** \_\_\_\_\_

**Routing Number (9 digits):** \_\_\_\_\_ **Account Number:** \_\_\_\_\_

**Amount:** The amount of the Non-Refundable Setup Fee set forth on the Payment Gateway Account Setup Form.

**Effective Date:** The date that Authorize.Net receives Company's completed Account Setup Form and Authorization for Single Direct Payment (ACH Debit).

**Note: See the example below if you need help finding your routing or account number.**

This authorization is to remain in full force and effect for this transaction only, or until such time that my indebtedness to Authorize.Net for the amount listed above is fully satisfied.

Print Company Name: \_\_\_\_\_

Print Corporate Employee Name: \_\_\_\_\_

Signature: \_\_\_\_\_

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

**Please fax a voided check (no deposit slips) along with your completed form. This will be used to verify the bank account information provided.**

**A.B.A Routing Numbers Example**

John Q. Public  
123 Main Street  
Your Town, USA 12345-6789

Date \_\_\_\_\_

101

Pay to the order of: \_\_\_\_\_

\_\_\_\_\_ DOLLARS \_\_\_\_\_

Memo \_\_\_\_\_

⑆000067894⑆ 23456789⑆ 0101

Routing/Transit Number      Account Number

# FRAUD DETECTION SUITE™ APPLICATION

Please fill out completely and fax back to (801) 492-6546 Attn: Wade Gardiner

Our Fraud Detection Suite (FDS) is a set of customizable, rules-based filters and tools that identify, manage, and prevent suspicious and potentially costly fraudulent transactions. You can customize FDS filters and tools to match your business needs and control how suspicious transactions are handled, including the ability to approve, decline or hold transactions for manual review.

Credit card fraud exposes Web merchants to potentially significant and ongoing costs. Here's how Fraud Detection Suite can help.

- **Reduce Costs** - Minimize and prevent authorization and chargeback fees as well as possible inventory loss resulting from fraudulent transactions.
- **Protect Profits** - Maximize legitimate transactions, rather than refusing business due to a fear of potential fraud.
- **Maximize Flexibility** - Customize filter settings according to your unique business needs.
- **Improve Intelligence** - Restrict transaction activity from specific Internet Protocol (IP) addresses using powerful IP tools.
- **Easy to use** - A setup wizard guides you through the configuration process.

FDS includes multiple filters and tools that work together to evaluate transactions for indicators of fraud. Their combined logic provides a powerful and highly effective defense against fraudulent transactions.

## Fraud Detection Suite Filters:

- **Amount Filter** - Set lower and upper transaction amount thresholds to restrict high-risk transactions often used to test the validity of credit card numbers.
- **Velocity Filter** - Limit the total number of transactions received per hour, preventing high-volume attacks common with fraudulent transactions.
- **Shipping-Billing Mismatch Filter** - Identify high-risk transactions with different shipping and billing addresses, potentially indicating purchases made using a stolen credit card.
- **Transaction IP Velocity Filter** - Isolate suspicious activity from a single source by identifying excessive transactions received from the same IP address.
- **Suspicious Transaction Filter** - Reviews highly suspicious transactions using proprietary criteria identified by Authorize.Net's dedicated Fraud Management Team.
- **Authorized AIM IP Addresses** - Allows merchant submitting Advanced Integration Method (AIM) transactions to designate specific server IP addresses that are authorized to submit transactions.
- **IP Address Blocking** - Block transactions from IP addresses known to be used for fraudulent activity.

**Terms and Conditions; Fees.** FDS is a value-adding service designed for your Authorize.Net Payment Gateway account. Additional fees, terms and conditions apply.

## Fraud Detection Suite (FDS) Pricing

One-Time Setup Fee:	\$0.00
Monthly Service Fee:	\$5.00

**By signing below, I reaffirm my acceptance of the terms and conditions applicable to FDS set forth in Appendix C, Value-Adding Services, of the Authorize.Net Payment Gateway Agreement.**

## MERCHANT:

Signature: \_\_\_\_\_

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

Business Name: \_\_\_\_\_

# AUTOMATED RECURRING BILLING™ APPLICATION

Please fill out completely and fax back to (801) 492-6546 Attn: Wade Gardiner

Our Automated Recurring Billing (ARB) is an ideal solution if you provide subscription-based products or services, or would like to provide your customers with an installment-based payment option for high ticket purchases.

ARB allows you to create a "subscription" or recurring transaction on the payment gateway. Simply provide the customer's payment information, a payment schedule and the subscription duration, and ARB does the rest for you—generating subsequent transactions automatically.

Highlights of the ARB service include:

- Flexible billing intervals, from weekly to annually and anything in between.
- Create upfront trial periods and pricing.
- Multiple methods for creating ARB subscriptions manually in the Merchant Interface.
  - Enter subscription information into a form (similar to Virtual Terminal).
  - Create a subscription based on a previous transaction.
  - Upload a file of subscription records.
- Ability for Advance Integration Method (AIM) merchants to create and manage subscriptions automatically using the ARB application programming interface (API).
  - Expedites the creation and management of large volume subscriptions.
  - Provides your customers with subscription or installment-based payment options on your Web site payment form.
  - Easily integrates with proprietary solutions, eliminating the need to update or cancel subscriptions manually.

In addition, with ARB, your customers' payment information is safely stored in our highly secure data center, which complies with the Payment Card Industry (PCI) Data Security Standard.

**Terms and Conditions; Fees.** ARB is a value-adding service designed for your Authorize.Net Payment Gateway account. Additional fees, terms and conditions apply.

Automated Recurring Billing (ARB) Pricing	
One-Time Setup Fee:	\$0.00
Monthly Service Fee:	\$10.00

**By signing below, I reaffirm my acceptance of the terms and conditions applicable to ARB set forth in Appendix C, Value-Adding Services, of the Authorize.Net Payment Gateway Agreement.**

**MERCHANT:**

Signature: \_\_\_\_\_

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

Business Name: \_\_\_\_\_

## APPENDIX A: MERCHANT ACCOUNT CONFIGURATION FORM

**IMPORTANT:** Appendix A must be completed by merchants with active Merchant Accounts. If you DO NOT yet have a Merchant Account, you need to complete Appendix B.

**Company Name:** \_\_\_\_\_

<b>STEP 1: Credit Card Types that your Merchant Account is Currently Configured to Accept</b>	
Accepted Cards (select all that apply): <i>Visa/MasterCard American Express Discover Diner's Club JCB Enroute</i>	

<b>STEP 2: Merchant Account Processor Configuration Information</b>	
<b>Instructions:</b> Please provide the requested information for the processor that is associated with your merchant account. <b>You need only provide information for ONE processor.</b> If you do not know this information, please contact Wade Gardiner at 801-492-7002.	

<b>Chase Paymentech – Tampa Platform</b>		
Client (4 digits): ____	Merchant # (Gensar #) (12 digits): _____	Terminal # (TID) (3 digits): ____

<b>FDMS Concord EFSNet</b>	
BuyPass / Terminal # (TID) (6 digits): _____	Merchant ID (MID) (2 digits): ____

<b>First Data Merchant Services (FDMS) – Nashville Platform</b>	
Merchant ID (MID) (6-7 digits): _____	Terminal ID (TID) (6-7 digits): _____

<b>First Data Merchant Services (FDMS) – Omaha Platform</b>	
Merchant ID (MID) (15 or 16 digits): _____	

<b>Global Payments – East Platform</b>	
Acquirer Inst. ID (Bank ID) (6 digits): ____	Merchant ID (MID) (Usually 16 digits): _____

<b>Nova</b>	
Bank # / Term BIN (6 digits): _____	Terminal ID (TID) (16 digits): _____

<b>Pay By Touch (formerly CardSystems)</b>	
Acquirer BIN (6 digits): _____	Terminal ID (TID) (10 digits): _____

<b>RBS Lynk (formerly LynkSystems)</b>		
Acquirer BIN (6 digits): _____	Store # (4 digits): _____	Terminal # (TID) (4 digits): _____
Merchant # (12 digits): _____		Merchant Category Code (4 digits): ____
Market Type (select one): <i>E-Commerce MOTO Retail</i>		

<b>TSYS Acquiring Solutions (formerly Vital)</b>		
Acquirer BIN (6 digits): _____	Agent Bank # (6 digits): _____	
Agent Chain # (6 digits): _____	Category Code (4 digits): _____	Terminal # (TID) (4 digits): _____
Store # (4 digits): _____	Merchant # (12 digits): _____	

## APPENDIX B: MERCHANT ACCOUNT APPLICATION

**IMPORTANT:** Appendix B must be completed by merchants in need of a Merchant Account. If you already have a Merchant Account, you do not need to complete Appendix B.

**STEP 1: MERCHANT ACCOUNT APPLICATION**

**Important Instructions:** Fax the completed application to Wade Gardiner at 801-492-6546. Authorize.Net has relationships with leading companies in the payment processing industry, including our parent company CyberSource Corporation, to assist you in obtaining an Internet/Card Not Present Merchant Account. Upon submission of your application, we will review the information provided and match your application to the Merchant Account provider best suited to serve your particular business.

**Please note that this is an application. There may be additional signatures and/or information requested by the account provider “underwriting” your Merchant Account application.**

Authorize.Net will contact you with your Login ID and password for your payment gateway account. Once your Merchant Account is approved, Authorize.Net will also work with the Underwriting Department of the Merchant Account provider to obtain the information needed to allow your Authorize.Net account to process “Live” transactions.

**STEP 2: COMPANY OFFICER / OWNER / PRINCIPAL INFORMATION – All fields required regardless of corporate structure of business.**

**Company Name:** \_\_\_\_\_

**Public company (Y/N):** \_\_\_\_\_. If “Yes”, Ticker Symbol: \_\_\_\_\_.

**Company Officer / Owner / Principal Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_ **Date of Birth:** \_\_\_\_\_

**Home Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **ZIP Code:** \_\_\_\_\_

**Home Phone Number:** \_\_\_\_\_ **Mobile Number:** \_\_\_\_\_

**SS Number:** \_\_\_\_\_

**Driver’s License Number:** \_\_\_\_\_ **Driver’s License State:** \_\_\_\_\_

**Owner Since:** \_\_\_\_\_

**What is your ownership percentage?** \_\_\_\_\_ *(50% ownership is required.)*

**If your ownership does not represent at least 50%, please list additional owners below.**

<i>Name</i>	<i>% Owner ship</i>	<i>Owner Since</i>	<i>Residence Address</i>	<i>City</i>	<i>State</i>	<i>Zip</i>	<i>SS Number</i>

**STEP 3: COMPANY INFORMATION**

How long has your company been in business? Years: \_\_\_\_\_ Months: \_\_\_\_\_

Number of years in current location: \_\_\_\_\_

Is the business home based? Yes No

Do you sell services? Yes No

If you sell services, what is your billing frequency?

One time before delivery One time after delivery Monthly Recurring Quarterly Recurring Semi Annually Other

URL (Web site address) or eBay Seller ID: \_\_\_\_\_

Are your customers required to pay a deposit when ordering? Yes No

Do you currently accept credit cards? Yes No

If yes, Name of Processor: \_\_\_\_\_

If you do not now, have you ever accepted credit cards? Yes No

If yes, Name of Processor: \_\_\_\_\_

Reason for Cancellation: \_\_\_\_\_

Would you like to apply to accept:

American Express? Yes No

Discover? Yes No

If you currently accept American Express, what is your 10 digit account number? \_\_\_\_\_

If you currently accept Discover, what is your 15 digit account number? \_\_\_\_\_

What is your typical time frame until product/service is delivered? \_\_\_\_\_

What is your refund/exchange/cancellation policy? (select one): All Sales Final Exchange Only Other

Is your refund policy on your Web site? Yes No

Number of days that you will issue a full refund? \_\_\_\_\_

What is your warranty policy? (select one): In-House Manufacturer Only Don't Have One

Number of days that the product or service is under full warranty? \_\_\_\_\_

What is your Customer Support phone number? \_\_\_\_\_

Are you certified for PCI compliance? Yes No

For more information on PCI compliance, please visit: <https://www.pcisecuritystandards.org/tech>

**The following three questions are required to "underwrite" your Merchant Account:**

1. The average dollar amount you expect to process per transaction: \_\_\_\_\_

2. The maximum dollar amount you expect to process per transaction: \_\_\_\_\_

3. The maximum dollar amount per month you expect to process\*: \_\_\_\_\_

\* Estimate the realistic maximum total dollar amount your company will process with us in a given month, based on your monthly sales projections for the first/next six months. Please do not give us the total of your six months' projected sales.

Please include any additional comments you may have about your company, such as shipping, fulfillment, return or warranty policies that may help the bank underwrite your merchant account. If your Web site is not complete, please provide a completion time estimate.

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**Your Signature below is required to process your application.**

**STEP 4. AUTHORIZATION & PERSONAL GUARANTY – Owner’s Signature Required**

The individual (“Applicant”) signing this application certifies, acknowledges and agrees that:

- I. Applicant is an authorized principal, partner, officer, or other authorized representative of Company that is authorized to bind Company to contractual obligations, and is authorized to provide the information contained in this Application;
- II. All information and documentation submitted in connection with this application is complete and correct in all material respects;
- III. Authorize.Net and CyberSource may share information contained in the Authorize.Net Payment Gateway Account & Merchant Account Setup Forms with its service partners and affiliates for the purpose of establishing a Merchant Account and to use such information as reasonably necessary during the course of providing the services contemplated hereunder;
- IV. Authorize.Net, CyberSource, their affiliates and partners, may obtain consumer reports, credit checks and/or other personal or credit information about Applicant and its principals, partners, and officers to verify the information contained in this Application and Applicant’s personal information will be retained in a fraud detection database;
- V. This application for Merchant Account services is subject to the approval of a Merchant Account provider. If this application is submitted to and approved by CyberSource Corporation, Applicant agrees to be bound by the terms and conditions of the CyberSource Merchant Service Agreement and any attachments thereto, including the Fee Schedule (collectively the “CyberSource Agreement”), attached hereto and incorporated herein by reference. If CyberSource does not approve your application, you will not be bound the CyberSource Agreement and Authorize.Net may send your application to another partner. In such event and if your application is approved, you will be provided with another Merchant Account agreement and fee schedule which you must agree to obtain a merchant account; and
- VI. Applicant has read, and agrees to all of the terms and conditions of the Guaranty for Merchant Account Services (“Guaranty”), attached and incorporated herein by reference. Applicant authorizes Authorize.Net, CyberSource and their partners and affiliates to obtain and verify, and to continue to obtain and verify, any information regarding Applicant that is reasonably related to Applicant’s obligations hereunder and the Guaranty, including, without limitation, financial credit reports. In any event, submission of card transactions by Company to Harris, N.A. (Bank) for processing constitutes agreement by Applicant to the terms and conditions of the Guaranty. If CyberSource does not approve your application, you will not be bound the CyberSource Guaranty.

YOU AGREE AND ACKNOWLEDGE THAT CYBERSOURCE, AUTHORIZE.NET, ITS AFFILIATES AND PARTNERS RESERVE THE RIGHT IN THEIR SOLE DISCRETION TO REJECT YOUR APPLICATION FOR THE SERVICES WITHOUT ANY FURTHER OBLIGATION TO YOU.

Company Name: \_\_\_\_\_  
Owner’s Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_



### CyberSource Merchant Services Agreement

This CyberSource Merchant Services Agreement ("Agreement") is entered into by and between CyberSource and Merchant, a company organized under the laws of the State of North Carolina. Bank and CyberSource may hereinafter be referred to individually as "Party" and collectively as "Parties".

#### ARTICLE I: DEFINITIONS AND INTERPRETATION

##### SECTION 1.1 DEFINED TERMS

Unless the context requires otherwise, capitalized terms in this Agreement shall have the following meanings.

a. "Card" shall mean any valid credit or debit card issued by Visa, MasterCard, or any other association or organization, bearing its respective trade names, trademarks, and/or trade symbols, that Merchant has accepted under this Agreement as payment for the sale of its products and services.

b. "Card Association" shall mean any association or issuer of any other card of any association or network.

c. "Card Not Present" or "CNP" transaction is initiated by a Cardholder where a physical Card is not presented to the Merchant, as in the case of mail order, Internet, or telephone orders ("PO").

d. "Card Present Transaction" shall mean a transaction initiated by a Cardholder by presenting a Card to the Merchant.

e. "Cardholder" shall mean the individual named on the Card and any authorized user of such Card.

f. "Cardholder Data" shall mean any information obtained by Merchant during the course of effecting a Card transaction, which includes, without limitation, Cardholder names, addresses, phone numbers, Card account numbers, wherever such information may be located or stored, such as copies of Invoices, Records and Credit Records, mailing lists, or other media obtained in connection with a Sales Record or Credit Record.

g. "Chargeback" shall mean the procedure initiated by the Issuing Bank after such Sales Record was settled in accordance with the Rules, which is based on a failure to comply with the Rules or a dispute initiated by the Cardholder.

h. "Confidential Information" shall mean information that is treated as confidential by the party (or parties) that originates, creates, develops, or otherwise obtains, or to which the party (or parties) has access, and which the party (or parties) has a duty to protect the confidentiality of any present, or future research, development or business activities, including unannounced products and services, information relating to services, processes, plans, financial information, forecasts, projections, and the financial terms of the Agreement. Notwithstanding the foregoing, Confidential Information does not include information if: (i) it was already known to the receiving party prior to the date of this Agreement, as established by documentary evidence; (ii) it is in the public domain through no breach of this Agreement or other wrongful act of the receiving party; (iii) it has been rightfully received by the receiving party and without breach of any obligation of confidentiality of such party; or (iv) it has been approved for release by the owner of the Confidential Information; or, independently developed by a party without access to or use of Confidential Information of the other party.

i. "Credit Recall" shall mean all documents, forms, used to evidence any refund or price adjustment given by the Issuing Bank to a Cardholder for a previous sales transaction, which must conform to the format for each Credit Recall approved by Servicers.

j. "Debit Card" shall mean a Visa or MasterCard issued to a Cardholder's asset account within a limited to, stored value, prepaid, payroll, EBT, gift, and Visa cards.

k. "Discount Fee" shall mean an amount charged to Merchant for processing the gross amount of daily Card transactions, which fee is computed as a percentage of the Merchant's Sales Records (and Credit Records).

l. "Documentation" shall mean, collectively, manuals, help files, and other information and material, including, without limitation, the "CyberSource Merchant Account" made available to Merchant by CyberSource and that are intended for use in connection with the Merchant Services, as may be amended by CyberSource from time to time.

m. "Interchange Fee" shall mean the amount of the net sales records and credit records into their respective settlement networks.

n. "Issuing Bank" shall mean the financial institution that issues the Cardholder's Card.

o. "MasterCard" shall mean MasterCard issued by MasterCard.

p. "Member" shall mean any merchant or business that has applied for and been approved by CyberSource and Bank for Merchant Account Application of this Agreement and is incorporated into this Agreement by reference.

q. "Merchant Account Number" shall mean a unique number issued by Servicers to Merchant, and which number is used to identify Merchant's account for billing, customer service, and other purposes in connection with the Merchant Services.

r. "Merchant Account Number" shall mean a unique number issued by Servicers to Merchant, and which number is used to identify Merchant's account for billing, customer service, and other purposes in connection with the Merchant Services.

s. "Processor" shall mean any entity that provides processing and settlement services for U.S. denominated Visa and MasterCard transactions initiated by Cardholders at Merchant location in connection with the Merchant Services, and which may be provided by CyberSource, pursuant to a separate agreement between CyberSource and Merchant, that governs the use of gateway services.

t. "Processor" shall mean any entity that provides electronic data processing and other services on behalf of CyberSource, and which may be provided by CyberSource, pursuant to a separate agreement between CyberSource and Merchant, that governs the use of gateway services.

u. "Reserve Account" shall mean a separate bank account established by Merchant for the purpose of collecting and holding funds for the settlement of Merchant's sales records.

v. "Sales Record" shall mean any document, whether in hard copy or electronic format, used to evidence the sale of Merchandise, and which must conform to the format for each Sales Record must be approved by Servicers.

w. "Settlement Account" shall mean a bank account established by Merchant for the purpose of receiving credits and debits from the Issuing Bank, and which must conform to the format for each Settlement Account established by Servicers.

x. "ACH" shall mean the Automated Clearing House ("ACH") systems operated by the Issuing Bank for the limited purpose of debiting or crediting Merchant's account for the settlement of Merchant's sales records.

y. "Visa" shall mean Visa, U.S.A., Inc. or any other entity that provides processing and settlement services for U.S. denominated Visa and MasterCard transactions initiated by Cardholders at Merchant location in connection with the Merchant Services, and which may be provided by CyberSource, pursuant to a separate agreement between CyberSource and Merchant, that governs the use of gateway services.













## GUARANTY FOR MERCHANT ACCOUNT SERVICES

This Guaranty for Merchant Account Services (“Guaranty”) supplements CyberSource Merchant Services Agreement entered into by CyberSource and Merchant. In consideration of the provision of Services by CyberSource and Bank (“Servicers”) to Merchant, pursuant to the terms and conditions of the Merchant Services Agreement and the benefits to the undersigned derived therefrom, the undersigned individual completing this Application (“Guarantor”), guaranties and promises to pay to Servicers any and all Obligations and further agrees as follows:

1. The term “Obligation” is used herein in its most comprehensive sense and includes any and all charges made by Cardholders for purchases of goods and/or services supplied by Merchant and presented to Bank for payment, as set forth in the Agreement, now, or hereafter made, incurred or created, whether voluntary or involuntary and however arising, whether direct or acquired by Bank by assignment or succession, whether due or not due, absolute or contingent, liquidated or unliquidated, determined or undetermined, and whether Merchant may be liable individually or jointly with others, or whether recovery upon any Obligation may be or hereafter becomes barred by any statute of limitations or whether any Obligation may be or hereafter becomes otherwise enforceable.
2. The Guarantor unconditionally guarantees the payment of the Obligations, whether or not due or payable by the Merchant, upon: (a) the dissolution, insolvency or business failure of, or any assignment for benefit of creditors by, or commencement of any bankruptcy, reorganization, arrangement, moratorium or other debtor relief proceedings by or against, the Merchant or the Guarantor, or (b) the appointment of a receiver for, or the attachment, restraint of or making or levying of any order of court or legal process affecting, the property of the Merchant or the Guarantor, and unconditionally promises to pay such Obligations to the CyberSource or Bank, or order, on demand, in lawful money of the United States.
3. The liability of the Guarantor hereunder is exclusive and independent of any security for or other guaranty of the Obligations, whether executed by the Guarantor or by any other party, and the liability of the Guarantor hereunder is not affected or impaired by (a) any direction of application of payment by the Merchant or by any other party, or (b) any other guaranty, undertaking or maximum liability of the Guarantor or of any other party as to the Obligations, or (c) any payment on or in reduction of any such other guaranty or undertaking, or (d) any revocation or release of any obligations of any other guarantor of the Obligations, or (e) any dissolution, termination or increase, decrease or change in personnel of the Guarantor, or (f) any payment made to the CyberSource or Bank on the Obligations which the CyberSource or Bank repays to the Merchant pursuant to court order in any bankruptcy, reorganization, arrangement, moratorium or other debtor relief proceeding, and the Guarantor waives any right to the deferral or modification of the Guarantor’s obligations hereunder by reason of any such proceeding.
4. The obligations of the Guarantor hereunder are independent of the Obligations of the Merchant, and a separate action or actions may be brought and prosecuted against the Guarantor whether or not action is brought against the Merchant and whether or not the Merchant be joined in any such action or actions. The Guarantor waives, to the fullest extent permitted by law, the benefit of any statute of limitations affecting its liability hereunder or the enforcement thereof. Any payment by the Merchant or other circumstance which operates to toll any statute of limitations as to the Merchant shall operate to toll the statute of limitations as to the Guarantor.
5. The Guarantor authorizes the CyberSource or Bank (whether or not after termination of this Guaranty), without notice or demand (except as shall be required by applicable statute and cannot be waived), and without affecting or impairing its liability hereunder, from time to time to (a) renew, compromise, extend, increase, accelerate or otherwise change the time for payment of, or otherwise change the terms of Obligations or any part thereof, including increase or decrease of the rate of interest thereon; (b) take and hold security for the payment of this Guaranty or the Obligations and exchange, enforce, waive and release any such security; (c) apply such security and direct the order or manner of sale thereof as the CyberSource or Bank in its discretion may determine; and (d) release or substitute any one or more endorsers, guarantors, the Merchant or other obligors. The CyberSource or Bank may, without notice to or the further consent of the Merchant or the Guarantor, assign this Guaranty in whole or in part to any person acquiring an interest in the Obligations.
6. The Guarantor waives any right to require the CyberSource or Bank to (a) proceed against the Merchant or any other party; (b) proceed against or exhaust any security held from the Merchant; or (c) pursue any other remedy in the CyberSource or Bank’s power whatsoever. The Guarantor waives any personal defense based on or arising out of any personal defense of the Merchant other than payment in full of the Obligations, including, without limitation, any defense based on or arising out of the disability of the Merchant, or the unenforceability of the Obligations or any part thereof from any cause, or the cessation from any cause of the liability of the Merchant other than payment in full of the Obligations. The CyberSource or Bank may, at its election, foreclose on any security held for the Obligations by one or more judicial or nonjudicial sales, or exercise any other right or remedy the CyberSource or Bank may have against the Merchant, or any security, without affecting or impairing in any way the liability of the Guarantor hereunder except to the extent the Obligations have been paid.
7. The Guarantor hereby waives any claim or other rights which the Guarantor may now have or may hereafter acquire against the Merchant or any other guarantor of all or any of the Obligations that arise from the existence or performance of the Guarantor’s obligations under this Guaranty or any other of the Documents (any such claims and rights being referred to as the “Guarantor’s Conditional Rights”), including, without limitation, any right of subrogation, reimbursement, exoneration, contribution, or indemnification, any right to participate in any claim or remedy which CyberSource or Bank has against the Merchant or any collateral which the CyberSource or Bank now has or hereafter acquires for the Obligations, whether or not such claim, remedy or right arises in equity or under contract, statute or common law, by any payment made hereunder or otherwise, including, without limitation, the right to take or receive from the Merchant, directly or indirectly, in cash or other property or by setoff or in any other manner, payment or security on account of such claim or other rights until such time as the Obligations have been paid and performed in full and the period of time has expired during which any payment made by the Merchant or the Guarantor to the CyberSource or Bank may be determined to be a preferential payment.
8. The Guarantor waives all presentments, demands for performance, protests and notices, including, without limitation, notices of nonperformance, notices of protest, notices of dishonor, notices of acceptance of this Guaranty, and notices of the existence, creation or incurring of new or additional Obligations. The Guarantor assumes all responsibility for being and keeping itself informed of the Merchant’s financial condition and assets, and of all other circumstances bearing upon the risk of nonpayment of the Obligations and the nature, scope and extent of the risks which the Guarantor assumes and incurs hereunder, and agrees that CyberSource or Bank shall have no duty to advise the Guarantor of information known to it regarding such circumstances or risks.

## Disclosure Page

### Member Bank (Acquirer) Information

Acquirer Name: Harris Trust and Savings Bank

Acquirer Address: Buffalo Grove, IL

Acquirer Phone: 1-866-319-7450

### Important Member Bank (Acquirer) Responsibilities

1. A Visa / MasterCard Member is the only entity approved to extend acceptance of Visa / MasterCard products directly to a Merchant.
2. A Visa / MasterCard Member must be a principal (signer) to the Merchant Agreement.
3. The Visa / MasterCard Member is responsible for educating Merchant on pertinent Visa / MasterCard Operating Regulations with which Merchant must comply.
4. The Visa / MasterCard Member is responsible for and must provide settlement funds to the Merchant.
5. The Visa / MasterCard Member is responsible for all funds held in reserve that are derived from settlement.

### Important Merchant Responsibilities

1. Ensure compliance with cardholder data security and storage requirements.
2. Maintain fraud and chargebacks below thresholds.
3. Review and understand the terms of the Merchant Services Agreement.
4. Comply with Visa / MasterCard Operating Regulations.

The responsibilities listed above do not supersede terms of the Merchant Services Agreement and are provided to ensure the Merchant understands some important obligations of each party and that the Visa / MasterCard Member (Acquirer) is the ultimate authority should the Merchant have any problems.

## Fee Schedule for Internet Merchant Account

**These Merchant Account fees are in addition to the Payment Gateway fees quoted on page 2**

Merchant Account Setup Fee:	\$0.00
Monthly Fee:	\$9.95
Authorization Fee:	\$0.25
Visa/MasterCard Qualified Discount Rate:	2.19%
Visa/MasterCard Mid -Qualified Surcharge:	0.70%
Visa/MasterCard Non Qualified Surcharge:	1.20%
Minimum Discount:	\$25.00
Chargeback Fee:	\$19.00
ACH Return Fee:	\$20.00
Batch Fee:	\$0.25
Online Reporting Fee:	\$0.00
Verbal Authorization Fee:	\$1.20
Early Termination Fee:	Waived

Note:  
If you use CyberSource products or services not indicated above, you will be charged the applicable fees in effect at the time of the products or services that you do use.