

**BUSINESS INFORMATION**

Legal Name (Must match IRS)			Federal Tax ID (Must match IRS)		
Corporate Name			Doing Business As (DBA)		
Mailing Address			Physical Address (NO PO BOX)		
City	State	Zip	City	State	Zip
Location Phone		Location Fax	Contact Name		
Business Email			Contact Phone		Contact Fax
Website Address			Contact Email		
Phone number to appear on Cardholder statement:			Send Monthly Merchant Statements to: <input type="checkbox"/> DBA Address <input type="checkbox"/> Corporate Address		

**OWNERS/PARTNERS/OFFICERS (Total ownership must equal to or be greater than 51%)**

1) Principal		Social Security #		Title		Ownership %	
Home Address		City			State	Zip	
Home Phone		Mobile Phone		Date of Birth		State ID #	
				ID State	ID Expiration		
2) Principal		Social Security #		Title		Ownership %	
Home Address		City			State	Zip	
Home Phone		Mobile Phone		Date of Birth		State ID #	
				ID State	ID Expiration		

**MERCHANT PROFILE**

**VISA/MASTERCARD/DISCOVER/AMERICAN EXPRESS INFORMATION**

Date Business Started	Ownership Started	Business Hrs.	<b>MERCHANT TYPE</b>		<b>TYPE OF OWNERSHIP</b>	
Describe Products/Services Sold:			<input type="checkbox"/> Retail <input type="checkbox"/> Restaurant (Table Service) <input type="checkbox"/> Restaurant (No Table Service) <input type="checkbox"/> Internet <input type="checkbox"/> Home Based <input type="checkbox"/> Government <input type="checkbox"/> Lodging <input type="checkbox"/> Mail/Telephone Order <input type="checkbox"/> Petroleum/First Data Only <input type="checkbox"/> Other		<input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> C Corp <input type="checkbox"/> S Corp <input type="checkbox"/> LLC <input type="checkbox"/> Non-Profit <input type="checkbox"/> Government	
			<b>VISA/MC/DISC/AMEX/NETWORK SALES PROFILE</b> Credit Cards Swiped _____% Credit Cards Swiped with Imprint _____% Mail Order/Telephone _____% Credit Cards via Internet _____% Must Total 100%			
List Top Products Sold:						
1)						
2)						
3)						

How are products and services sold?    Storefront    Mobile (swiped)    Internet    Trade Show    Telephone Order    Mail Order   Other \_\_\_\_\_

Where is inventory stocked?    Merchant Location    Fulfillment Center Name \_\_\_\_\_ Contact \_\_\_\_\_

Address \_\_\_\_\_ Phone \_\_\_\_\_ Email \_\_\_\_\_

How long does it take for products or services to be completely delivered after card is charged?    Immediately    One Week    30 Days    90 Days (Maximum)    Other \_\_\_\_\_

If utilizing recurring payment for card charges, list frequency.    30 Days    60 Days    90 Days (Maximum)    Other \_\_\_\_\_

Refund Policy:    No Refunds    Exchanges Only    Refund up to # of Day \_\_\_\_    Other \_\_\_\_\_

Have you ever accepted Credit Cards?    No    Yes, under what business name(s): \_\_\_\_\_ Seasonal Business?    No    Yes, list months: \_\_\_\_\_

Has Merchant or any associated Principal filed or been subject to bankruptcy?    No    Yes, must provide bankruptcy court discharge or dismissal paperwork if less than (1) year.

**CARDHOLDER DATA STORAGE COMPLIANCE**

Is Cardholder data stored in any format (electronic or paper)?    No    Yes, who stores the data?    Merchant    Gateway Provider    POS System

Does your company store the full contents of any track from the magnetic stripe of credit cards, or personal identification numbers (PIN) or the encrypted PIN block?    No    Yes

Does your company store the card validation code or value (three or four-digit number printed on the front or back of a credit card) used to verify card-not-present transactions?    No    Yes

Is access to system components and cardholder data limited to only those individuals whose jobs require such access?    No    Yes

Are policies, procedures, and practices in place to preclude the sending of unencrypted credit card numbers by end-user technologies like e-mail, messaging, or chat?    No    Yes

**TRADE REFERENCES**

Bank	Account #	Phone #	Contact
Trade	Account #	Phone #	Contact
Trade	Account #	Phone #	Contact

**REQUESTED PROCESSING PARAMETERS**

Each applicant certifies that the below average ticket size and monthly sales volume is accurate and acknowledges that any significant variance from this information could result in delayed or withheld settlement of funds and/or assessment of additional fees.

MONTHLY SALES VOLUME VISA/MC/DISCOVER	AVERAGE TICKET SIZE VISA/MC/DISCOVER	HIGHEST TICKET SIZE VISA/MC/DISCOVER
MONTHLY SALES VOLUME AMERICAN EXPRESS	AVERAGE TICKET SIZE AMERICAN EXPRESS	HIGHEST TICKET SIZE AMERICAN EXPRESS

**OTHER CARD TYPES (Check box to apply)** **ACCEPT ALL MASTERCARD, VISA, DISCOVER AND AMERICAN EXPRESS NETWORK TRANSACTIONS**  
(presumed, unless any selections below are checked)

FNS/SNAP # _____ Certification letter required	<input type="checkbox"/> MasterCard	<input type="checkbox"/> Visa	<input type="checkbox"/> Discover	<input type="checkbox"/> American Express (AMEX)
<input type="checkbox"/> EBT <input type="checkbox"/> Paypal	<input type="checkbox"/> MC Credit Trans.	<input type="checkbox"/> Visa Credit Trans.	<input type="checkbox"/> Disc. Credit Trans.	<input type="checkbox"/> AMEX Credit Trans.
	<input type="checkbox"/> MC Debit Trans.	<input type="checkbox"/> Visa Debit Trans.	<input type="checkbox"/> Disc. Debit Trans.	

**PRICING PLAN AND PROCESSING CHARGES**

"V/MC/D" refers to Visa, MasterCard and Discover		V/MC/D Debit Card	V/MC/D Credit Card	American Express Credit Card	PIN Debit Networks or EBT
**Interchange, PIN Debit Network & Card Association Fees Pass-Through	<input type="checkbox"/> Yes <input type="checkbox"/> No	%	%	%	%
Tiered Qualified Rate		%	%	%	%
Tiered Mid-Qualified Surcharge Rate		%	%	%	\$
Tiered Non-Qualified Surcharge Rate		%	%	%	PIN Debit Monthly Access Fee (above)
Per Authorization	\$	(Per Authorization Fees are the same for all V/MC/D and American Express Card Types)			\$
Per Transaction Fee	\$	\$	\$	\$	\$
Monthly Merchant Service	\$	Monthly PCI Protection Service*	\$	Monthly Regulatory Admin	\$
Processor Surcharge for American Express	%	Per Mid/Non-Qualified Surcharge Transaction	\$	Per Chargeback Fee	\$
Per Batch Fee	\$	Monthly Minimum Discount	\$	Monthly Non PCI Compliance Fine	\$

**Optional Services – Fees will not be charged unless checked**

<input type="checkbox"/> Per AVS (Address Verification)	\$	<input type="checkbox"/> Per Gateway Transaction	\$	<input type="checkbox"/> Per Wireless Transaction	\$
		<input type="checkbox"/> Monthly Gateway	\$	<input type="checkbox"/> Monthly Wireless per Terminal	\$ 15.00
<input type="checkbox"/> Monthly Data Encryption & Tokenization	\$	<input type="checkbox"/> Annual Fee	\$	<input type="checkbox"/> Monthly Online Reporting	\$

**\*Monthly PCI Protection Service** – Requires annual PCI Attestation by Merchant to remain PCI Compliant; and includes \$50,000 of Breach Protection per MID for forensic audit fees, card replacement costs and fines; plus a \$15,000 equipment replacement provision to upgrade to certified terminals or payment applications.

**\*\* NOTICE AND DISCLOSURE OF CARD ASSOCIATION PASS-THROUGH FEES:** Each card organization (Visa, MasterCard, Discover, American Express) assess fees to merchants in connection with transactions outside of the bank's control, such as dues and assessments, fixed acquirer network fees, international/cross-border transaction fees, network access and data usage charges. These fees apply to all merchants based in the United States, regardless of bank, processor or ISO affiliation. Because these fees are frequently modified by the card organizations, a detailed list of these fees has been posted online at <https://path81.com/cardassociationfees> where these fees are kept up to date. As an added value, these fees are passed through at cost to you, the merchant, and are not marked up. Should you have any questions about these pass-through fees and how they appear on your monthly statement, please contact the customer service number on your monthly statement. By signing this application you accept and agree to these pass-through fees and understand that they may change from time-to-time without notice.

**PROGRAMMING PARAMETERS**

Communication Method:  Internet Protocol ("IP")  Wireless (Requires Serial # and SIM # below)  Dial – Number required for outside access (\_\_\_\_\_) Is

Internet Gateway or POS System VAR Sheet Requested?  No  Yes Name & Email Address to send: \_\_\_\_\_

Retail Terminal Apps:  EMV  Contactless  Auto Close Time (24 hour format) \_\_\_\_\_  Retail with Tips  CVV/CVC Prompts

Restaurant Terminal Apps:  EMV  Server  Suggested Tip Line (10/15/20/25%)  Quick Serve (No signature required under \$25) Other Terminal Apps:  Lodging

Special Instructions: \_\_\_\_\_

**POINT OF SALE ("POS") SYSTEM, OR INTERNET GATEWAY INFORMATION**

Processing Method (check all that apply)	<input type="checkbox"/> POS System	<input type="checkbox"/> Internet Gateway	<input type="checkbox"/> Mobile Phone
Terminal Model	PinPad/Check Reader	Serial # (wireless)	SIM # (wireless)
Terminal Model	PinPad/Check Reader	Serial # (wireless)	SIM # (wireless)
Internet Gateway	The Internet Gateway is on the Visa Global Registry of Service Providers ( <a href="http://www.visa.com/splisting">http://www.visa.com/splisting</a> )		<input type="checkbox"/> No <input type="checkbox"/> Yes
POS System	Version #	The POS System is on the List of Validated Payment Applications the PCI Security Standards Council web site ( <a href="https://www.pcisecuritystandards.org/approved_companies_providers/vpa_agreement.php">https://www.pcisecuritystandards.org/approved_companies_providers/vpa_agreement.php</a> )	<input type="checkbox"/> No <input type="checkbox"/> Yes

**MERCHANT EQUIPMENT PURCHASE CREDIT CARD AUTHORIZATION**

Delivery Method:	<input type="checkbox"/> Standard 2 business days	<input type="checkbox"/> Standard Overnight	<input type="checkbox"/> Priority Overnight	<input type="checkbox"/> Saturday Delivery
# of Units	Equipment Manufacturer	Model	Description	Purchase Price
# of Units	Equipment Manufacturer	Model	Description	Purchase Price
Full name on Credit Card or Checking Account	Credit Card # or Routing # and Checking Account #			<b>Total Purchase Price</b>

I, \_\_\_\_\_ hereby authorize PATH81, to charge my credit card or checking account below for the Equipment listed above at the **Total Purchase Price** amount.

Printed Name \_\_\_\_\_ Signature x \_\_\_\_\_ Date: \_\_\_\_\_

1. Is the Merchant's DBA name displayed at the facility (exterior signage) and does it match the application?  Yes  No, Please explain \_\_\_\_\_
2. Type of Location:  Shopping Center  Office Building  Industrial Building  Residential  Shows/Conventions  Mobile
3. Merchant Location:  Owns  Rents / Approximate Square Footage: \_\_\_\_\_ / Is the business currently operating?  Yes  No, Expected opening date: \_\_\_\_\_
4. Is Merchant located within another Merchant's facility?  No  Yes, Name of other Merchant \_\_\_\_\_
5. Is the Merchant's Business Name and Address clearly identifiable and match the application?  Yes  No, Please explain \_\_\_\_\_
6. Does the merchant have appropriate and sufficient equipment and inventory consistent with the type of business and projected sales volume average ticket?  Yes  No, Please explain, \_\_\_\_\_
7. What are the sales and return policies? Are they displayed, written, and available to the consumers? (i.e., "All Sales Final")  Yes  No, Please add letter of explanation.
8. Previous Processor: \_\_\_\_\_ Reason for Leaving: \_\_\_\_\_

**PRINCIPAL(S) IDENTIFICATION AND SITE INSPECTION CERTIFICATION:** I certify that I personally inspected a government issued picture identification and verified the identity of the principal(s) signing the Merchant Application and conducted a site inspection of the merchant's business location identified in this application and found it to be in conformity with the statements on this application and suitably equipped including appropriate inventory:  On Site Inspection  Merchant Telephone Survey  Website Review

**BANK DISCLOSURE**

**DEFINITIONS: "Merchant Application"** means this Merchant Application between Westamerica Bank, ("Bank"), PATH81 ("ISO") and Merchant.  
**"Merchant Agreement"** means this Merchant Application once approved and accepted by Westamerica Bank together with the Terms and Conditions of the Merchant Agreement found at <https://path81.com/merchantapplication>.

**Member Bank Information: Westamerica Bank, 3750 Westwind Blvd, Suite 210, Santa Rosa, CA 95403, 800-939-9942**

**Important Member Bank Responsibilities:**

1. The Bank is the only entity approved to extend acceptance of Card Association products directly to a Merchant with which
2. The Bank must be a principal (signer) to the Merchant Agreement.
3. The Bank is responsible for and must provide settlement funds to the Merchant.
4. The Bank is responsible for educating Merchants on pertinent Visa and MasterCard Rules Merchants must comply; but this information may be provided to you by Processor.
5. The Bank is responsible for all funds held in reserve.

**Important Merchant Responsibilities:**

1. Ensure compliance with cardholder data security and storage requirements.
2. Maintain fraud and chargebacks below Card Organization thresholds.
3. Review and understand the terms of the Merchant Agreement.
4. Comply with Card Organization rules.
5. Retain a signed copy of this Disclosure Page.

**Merchant Resources:**

Download "Visa Regulations" at: [http://usa.visa.com/merchants/operations/op\\_regulations.html](http://usa.visa.com/merchants/operations/op_regulations.html) Download "MasterCard Rules" at: <http://www.mastercard.com/us/merchant/support/rules.html>

The responsibilities listed above do not supersede terms of the online Merchant Agreement and are provided to ensure the Merchant understands some important obligations of each party and that the Visa Member - Westamerica Bank - is the ultimate authority should the Merchant have any problems.

Merchant Signature **X**: \_\_\_\_\_ Title: \_\_\_\_\_

**MERCHANT ACKNOWLEDGEMENTS, WARRANTIES, ACCEPTANCE**

Merchant acknowledges that ("ISO") will determine all rates, fees and charges. Merchant warrants that the information provided above is true and correct and that Bank is relying on such information in its approval process and in setting the applicable discount rate, approved average ticket and approved monthly volume. By signing the acceptance section below, Merchant principal(s) give(s) consent for Bank to obtain credit bureau report(s) on principal(s) and any other reports/inquiries Bank deems necessary to comply with the Customer Identification Program and Anti-Money Laundering sections of the Bank Secrecy Act of 1970 and the USA PATRIOT Act of 2001 and any other applicable law(s). Merchant understands that the Merchant Processing Agreement, consisting of this Merchant Application and the accompanying Terms & Conditions, shall not take effect until Merchant has been approved by Bank and a Merchant Number is issued. By signing below Merchant acknowledges to have received a copy of, and have read and understood the Terms & Conditions (which, together with this Merchant Application, is collectively referred to as the "Merchant Processing Agreement") all of which is incorporated herein and deemed a part hereof by reference, and Merchant unconditionally agrees to be bound by the Terms & Conditions. By signing below, each Merchant principal agrees and affirms to be authorized as an officer, partner, manager or owner to submit this Merchant Application and to bind the Applicant to the aforementioned Merchant Processing Agreement and that a faxed, copied or scanned signature will be considered an original and legally valid. By signing below, Merchant agrees that Bank may run credit periodically, as required, to maintain the merchant account. **Important information about procedures for applying for a merchant account:** To assist the government in blocking 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. Thus, when applying for a merchant account, Bank will request Merchant for all principal's names, addresses, dates of birth, and other information that will allow us to identify principal(s). Bank may also request a copy of a driver license or other identifying document(s). **Failure to provide an accurate Tax Filing Name or Federal Tax ID may result in a withholding of merchant funding per IRS regulations (See Terms and Conditions, Section 7.02(q) for further information).** If your application is denied, you have right to a written statement of the specific reason for the denial. To obtain the statement, please contact: ISONAME + ADDRESS within 60 days from the date you are notified of our decision. We will send you a written statement of reason for the denial with 30 days of receiving your request for the statement. The attached terms and conditions apply to MERCHANT's participation in the AMERICAN EXPRESS OptBlue® Program ("AMERICAN EXPRESS CARD ACCEPTANCE"): The American Express Merchant Operating Guide ("MOG") sets forth the policies and procedures governing Merchant's acceptance of the American Express Card. It is a part of, and is hereby incorporated by reference into, the Agreement. MERCHANT agrees to be bound by and accept all provisions in the MOG (as changed from time to time) as if fully set out in the Agreement and as a condition of MERCHANT's agreement to accept the Card. MERCHANTS may obtain the latest version of the MOG by visiting [www.americanexpress.com/merchantopguide](http://www.americanexpress.com/merchantopguide) or by contacting BANK. The indicated officer(s) identified in numbers 1 and/or 2 below have the authorization to execute the Merchant Processing Agreement on behalf of the here within named business. THE UNDERSIGNED ACCEPT THE MERCHANT ACKNOWLEDGEMENTS AND WARRANTIES AND THE ACCOMPANYING TERMS AND CONDITIONS THAT COLLECTIVELY CONSTITUTE THE MERCHANT PROCESSING AGREEMENT:

Principal 1: **X** \_\_\_\_\_ Printed Name: **X** \_\_\_\_\_ Date: \_\_\_\_\_  
 Principal 2: **X** \_\_\_\_\_ Printed Name: **X** \_\_\_\_\_ Date: \_\_\_\_\_

As a primary inducement to Bank to enter into this Merchant Processing Agreement, the undersigned Guarantor(s), by signing this Agreement, jointly and severally, unconditionally and irrevocably, personally guarantee the continuing full and faithful performance and payment by Merchant of each of its duties and obligations to Bank under this Agreement or any other agreement currently in effect or in the future entered into between Merchant, its principals and Bank, as such agreements now exist or are amended from time to time, with or without notice. Guarantor(s) understands further that Bank may proceed directly against Guarantor(s) without first exhausting their remedies against any other person or entity responsible to it or any security held by Bank or Merchant. This guarantee will not be discharged or affected by the death of the undersigned, will bind all heirs, administrators, representatives and assigns and may be enforced by or for the benefit of any successor of Bank. Guarantor(s) understand that the inducement to Bank to enter into this Agreement 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. If merchant is a corporation, then a principal or associate of said corporation must sign as a personal guarantor. AGREED AND ACCEPTED:

Guarantor: **X** \_\_\_\_\_ Printed Name: **X** \_\_\_\_\_ Date: \_\_\_\_\_

Accepted by PATH81  
**X** \_\_\_\_\_ Date: \_\_\_\_\_