

Merchant Application & Agreement

ISO _____ Agent / Sales Rep _____ Date Submitted _____

Business Corporate Information

Legal Business Name _____ Address _____

City _____ State _____ Zip _____ Phone # _____

Date Business Started _____ Federal Tax ID _____ Email _____

DBA Business Information (Doing Business As) If not the same as above

DBA Business Name _____ Address _____

City _____ State _____ Zip _____ Phone # _____

Mail the Statements to: Legal ☐ DBA ☐

Type of Ownership: Corporation ☐ Sole Proprietor ☐ LLC ☐ Partnership ☐ Type Products/Services Sold: _____

Type of Service: Retail ☐ Restaurant ☐ w/Tip ☐ MOTO ☐ Other _____ Card Swipe % _____ Hand Keyed % _____

Owner's/ Officer's Information

Owners Name _____ Social Security # _____ DOB _____

Residence Address _____

City _____ State _____ Zip _____ Driver's License # _____ Issue Date _____ Expires _____

Phone _____ Cell Phone: _____

Transaction Information

Terminal Type _____ Dial ☐ IP/High Speed ☐ SVC Discount Fee / Rate % _____

Mthly Stmt/Acct Fee \$ _____ Mthly Min Fee \$ _____ AMEX Opt Blue Yes ☐ No ☐ Next Day Funding \$ _____ Mthly Yes ☐ No ☐

Avg Ticket Amt: \$ _____ Mthly Processing Volume \$ _____ AMEX Direct: CAP# or SE# _____

ACH Authorization: I authorize Debit Technologies Inc., its Affiliates, and or DTI Card Payment Processor to debit the bank account listed DDA: _____ ABA: _____ on this agreement or any other agreement between my business and Debit Technologies Inc or any other bank account my company has with any other bank, via ACH, for any amount I owe Debit Technologies Inc or under any contract or guarantee including charge-backs for up to eighteen months after expiration of agreement. In the event Debit Technologies, Inc. demands sum due, or such ACH does not fully compensate Debit Technologies Inc for the amount I owe, I will immediately pay Debit Technologies Inc. in full. Credit Check Authorization: By Signing below, I hereby permit Debit Technologies, Inc. to store and/or disclose any information on this application and any other documentation obtained from either my business or any other consumer reporting agency. **INCLUDE COPY OF: VOIDED CHECK/ DRIVER'S LICENSE / BUSINESS LICENSE / STORE FRONT PHOTO / PROCESSING STMT**

Merchant is responsible to: 1 Ensure compliance with cardholder data security and storage requirements. 2 Maintain fraud and charge-backs below thresholds. 3 Review and understand the terms of the MA&A. 4 Comply with the Visa/MasterCard/Discover/American Express operating regulations. The responsibilities listed above do not supersede terms of the MA&A and are provided to ensure the merchants understands the important obligations of each party and that the Visa/MasterCard/Discover/American Express member. "Acquirer" is the ultimate authority should the Merchant have any problems. 5 Comply with card organization rules. 6 Retain a signed copy of this MA&A and this Disclosure Information. Please read the Merchant Application and Agreement (MA&A) Booklet also known as the Merchant Services Guide in its entirety. It describes the terms under which we will provide merchant processing Services to you. Merchant understands that a copy of the MA&A terms booklet is available for downloading from the internet at: <http://www.dticredit.com>. Merchant further acknowledges reading and agreeing to all terms in the MA&A booklet, which shall be incorporated into this MA&A. By its signature below, Client acknowledges that is has received (either in person, by facsimile, or by electronic transmission) the MA&A booklet consisting of 12 pages (including this confirmation).

Individual Guaranty – No Titles

As a primary inducement to PROCESSOR and BANK and to enter into this MA&A the undersigned Guarantor(s), by signing this MA&A 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 Processor under this MA&A or any other agreement currently in effect or in the future to entered into between Merchant or its principals and Processor, as such agreements not exist or are amended from time to time, with or without notice. Guarantor(s) understands further that PROCESSOR and 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 PROCESSOR and BANK and 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 benefits of any successor of PROCESSOR and BANK and guarantor(s) understand that the inducement to PROCESSOR and BANK and to enter into this MA&A 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.

AGREED AND ACCEPTED:

Signature

Date

For All Businesses – Business Resolution

The indicated officer(s) identified 2 below have the authorization to execute the MA&A on behalf of the here within named business. MERCHANT UNDERSTANDS THAT THIS MA&A SHALL NOT TAKE EFFECT UNTIL MERCHANT HAS BEEN APPROVED BY PROCESSOR AND BANK AND A MERCHANT NUMBER IS ISSUED.

AGREED AND ACCEPTED

Signature

Date

This Merchant Services Agreement (hereinafter referred to as the "Card Payment Discount Program" is made this ____ day of _____, 20____, by and between Versatile Merchant Solutions, LLC and Debit Technologies, Inc., ("VMS/DTI") a Texas Corporation having its principal offices at 700 Corporate Circle, Suite E, Golden, CO 80401 and: (Merchant) _____ having its place of business at (address) _____.

WITNESS WHEREOF the parties have executed this Agreement by a duly authorized representative as of the date first set forth above both parties agree: Merchant desires to participate in the VMS/DTI Card Payment Discount Program and WHEREAS, VMS/DTI is engaged as the "Payment Services Provider" is in the business of processing, installing, operating, servicing, and/or selling Point-of-Sale Terminal products, proprietary electronic interfaces, and electronic transaction processing which will provide debit and credit card processing services on an exclusive basis, hereinafter referred to as "Processing Services". Card payment processing services shall be provided by VMS/DTI. The purpose of this Agreement is to set forth the terms and conditions under which VMS/DTI may establish merchant accounts (using the information provided by merchant) for both credit and/or debit transactions and pay on behalf of Merchant specifically card-present base interchange processing costs and per item interchange transaction fees, excluding the following fees: Visa (FANF) Fixed Acquirer Network Fee, MasterCard (MALF) Acquiring Licensing Fee, Visa/MC Credit Acquirer Fees, Chargeback sale amounts, Chargeback-Retrieval fees, Non-Swiped Keyed, Telephone transaction fees, Dues & Assessments, International and Foreign card transaction fees, and excluding any additional ancillary fees which may be imposed. In addition Merchant agrees to pay _____ cents or _____ % per card payment transaction billed monthly. Merchant agrees to not let any person or company (other than VMS/DTI) interfere with the operation of the terminal equipment or card payment processing services, nor install or allow to have installed any other debit or credit card processing equipment on the premises during any term of this agreement.

1. **VMS/DTI Establishment of Services.** In the event VMS/DTI elects to replace equipment, Merchant may be required to package defective equipment for a courier service to pick up and Merchant may be required to pay delivery freight expenses for the equipment replacement. VMS/DTI will provide at no charge and Merchant agrees to install and place public disclosure signage at the point-of-sale in a clear and conspicuous location disclosing the Card Payment Discount Program. Disclosure signage shall remain visible to the public during the term or any renewal of this agreement. Merchant agrees to install replacement signage and/or window sticker decals as required by VMS/DTI.

2. **VMS/DTI Product Pricing, Discounts, and Customer Service Fee.** As stated on the disclosure signage Merchant agrees as part of its regular, standard, list product pricing that a "Customer Service Charge" (CSC) will be established and assessed on all sales including cash, checks, credit & debit cards, etc. Merchant agrees to establish the initial Customer Service Charge amount of _____ (% or \$). Through the use of VMS/DTI proprietary payment terminal software Merchant agrees to apply an immediate automatic discount to its customers who choose to pay with cash or check. No discount will be given to customers paying by credit or debit card. All individual posted product pricing will be the net price after the discount is applied. In the event the monthly average card sale amount is greater than the initial amount indicated in the merchant application documentation then merchant agrees to increase the Customer Service Fee as required by VMS/DTI or pay the difference as an increase in the Customer Service Charge.

3. **VMS/DTI Obligations of Retail Client.** It is understood that Merchant has hereby appointed VMS/DTI as its exclusive agent to deal with all service providers in matters regarding establishment of services for the term and any renewal periods of this contract including establishing a merchant account using all information provided including the transfer of original signatures. For all amounts owed Merchant authorizes VMS/DTI to initiate ACH debit and credit entries to the Merchant's checking or savings account as indicated on the Merchant Processing Application and Agreement. Merchant may cancel or transfer to another bank this method of billing with ten (10) days prior written notice to VMS/DTI. Merchant agrees - to NOT provide cash back, extra cash, change, or any other form of additional funds which cause the total card payment transaction sale amount to increase in value beyond the initially established average sales ticket amount. Merchant agrees all fees and or amounts owed under the terms of this Agreement may be collected via ACH electronic bank draft.

4. **Term.** The term of this Agreement is one (3) year from the date of complete installation of all Equipment for all Locations covered by this Agreement. Unless otherwise notified in writing and said notice has been delivered ten (10) days prior to expiration to VMS/DTI at the above listed address by US Certified Mail this Agreement shall automatically renew for continuous one (1) year periods without further notice or action. If this agreement is cancelled prior to the current expiration period a \$250 cancellation fee will be assessed.

5. **VMS/DTI Discount Program Parameters, Modifications, Program Guide, and Merchant Processing Application (MPA).** Merchant acknowledges it has reviewed and accepts the terms of this agreement and the Merchant Processing Application either online (www.VMS/DTIcredit.com) or by hard copy and the Program Guide has been made available for review and that VMS/DTI has the authority on behalf of the Merchant to complete the Merchant Processing Application and establish services including the transfer of original signatures to the merchant application and other docs. A \$25 monthly charge will apply to accounts on file that are inactive. VMS/DTI has the authority to increase or lower the Customer Service Charge or any other fees from time to time as business conditions change. Merchant agrees to comply with all network card association rules and policies including maintaining PCI-DSS SECURITY compliance. Merchant is required to utilize VMS/DTI for provision of PCI-DSS SECURITY certification; an annual fee of \$125 per location for PCI compliance will be assessed annually or monthly regardless if merchant contracts for PCI with any other provider. A \$4.95 monthly per location IRS government compliance and \$10 monthly account fee will be assessed. Rules and regulations of the debit and credit card payment networks are subject to change and may impose additional fees, which will be assessed to Merchant. Merchant is responsible for reimbursement to VMS/DTI for any Charge-Back sale amounts that may occur plus a \$25 Charge-Back Fee per occurrence. In the event merchant does not pay any chargeback sales and/or fees VMS/DTI may submit to a third party collection agency for amounts owed.

6. **Assignments.** This Agreement is assignable by VMS/DTI without Retail Client's consent. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

7. **Notice.** Any notices required or permitted to be provided by one party to the other pursuant to this Agreement shall be in writing and shall be sufficient and deemed given (i) if by hand delivery, upon receipt thereof, (ii) if mailed, three (3) days after deposit in the mail, postage prepaid, certified mail, return receipt requested, or (iii) if by next day delivery service, upon such service. All notices shall be addressed to the party at the appropriate address first set forth above.

8. **Severability.** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or otherwise unenforceable, such determination shall not affect the validity or enforceability of any remaining provisions of this Agreement. If any provision of this Agreement is invalid under any applicable statute or rule of law, it shall be enforced to the maximum extent possible so as to affect the intent of the parties, and the remainder of this Agreement shall continue in full force and effect.

9. **No Waiver.** The failure of either party to exercise any right or remedy provided for herein shall not be deemed a waiver of any right or remedy hereunder. No waiver by any party of any breach of any provisions hereof shall constitute a waiver unless made in writing signed by the party.

10. **Headings and References.** The captions used in this Agreement are for convenience only and are not to be considered in interpreting this Agreement.

11. **Entire Agreement.** Each party acknowledges that this Agreement, including any Exhibits annexed hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes and merges all previous proposals, negotiations, representations, commitments, writings, understandings, agreements, and all other communications, both oral and written, between the parties.

This Agreement may not be modified or altered except by a written instrument executed by a duly authorized representative of each of the parties.

VMS/DTI Agent:	Merchant Signature:
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Date:

Date