

## Merchant Application

**Merchant Representations and Certifications.** By signing below, the applicant merchant ("Merchant") and its representative(s) represent and warrant to NOVA Information Systems, Inc. ("NOVA"), with offices at 7300 Chapman Highway, Knoxville, TN 37920, and U.S Bankcorp ("Member"), with offices at U.S Bankcorp Center, 800 Nicollet, Minneapolis, MN, 55402 (collectively, "we" or "us") that (i) all information provided in this Merchant Application is true, complete and accurate and properly reflects the business, financial condition, and principal partners, owners, or officers of Merchant; (ii) the persons signing this Merchant Application have the power to execute and are duly authorized to bind Merchant to all provisions of this Merchant Application and the Terms of Service (the "TOS"); and (iii) they have received and read the TOS. Merchant agrees to comply with the Merchant Application, TOS, and all applicable laws, rules, and regulations including the rules and regulations of the Credit Card Associations and EFT Networks, and understands that failure to comply will result in termination of processing services.

Merchant agrees to establish and maintain sufficient funds in an account to accommodate all transactions including, but not limited to, fees, fines and chargebacks. Merchant authorizes us to credit/debit that account as necessary.

Merchant understands that we may take any of the following actions if necessary to protect ourselves from financial loss: establish, or require Merchant to establish, a reserve account; impose a processing limit or cap on the dollar amount of sales transactions that we will process for Merchant, which may be changed from time to time with or without notice to Merchant; and/or suspend the processing of sales drafts for as long as necessary to investigate suspicious, unusual or excessive deposit activity.

Merchant will obtain a prior authorization via electronic terminal or similar device before completing any transaction. Merchant understands that AUTHORIZATIONS ARE NOT A GUARANTEE OF ACCEPTANCE OR PAYMENT OF A TRANSACTION. RECEIPT OF AN AUTHORIZATION DOES NOT MEAN THAT MERCHANT WILL NOT RECEIVE A CHARGEBACK FOR THAT CARD TRANSACTION.

If Merchant terminates within one year of the date set forth below, Merchant will immediately pay NOVA, as liquidated damages, an early termination fee equal to \$295, in addition to all other amounts owed. If Merchant terminates at any time during the second or third year of the date set forth below, the Merchant will pay, as liquidated damages, a termination fee equal to \$195, in addition to all other amounts owed. Merchant agrees that the early termination fee is not a penalty, but rather is reasonable in light of the financial harm caused by Merchant's early termination. NOVA will use best efforts to debit the Merchant's account in the amount of the applicable termination fee within sixty (60) days of receipt of Merchant's written notice of termination.

Merchant and its representative(s) authorize us prior to our acceptance of this Merchant Application and from time to time thereafter, to investigate the individual and business history and background of Merchant, each such representative and any other officers, partners, proprietors, and/or owners of Merchant, and to obtain credit reports or other background investigation reports on each of them that we consider necessary to review the acceptance and continuation of this Merchant Application. Merchant also authorizes any person or credit reporting agency to compile information to answer those credit inquiries and to furnish that information to us.

Merchant further acknowledges and agrees that any information provided in connection with this Merchant Application and all other relevant information may be supplied by us to our affiliates. This Merchant Application may be signed in one or more counterparts, each of which shall constitute an original and all of which, taken together, shall constitute one and the same Merchant Application. Delivery of executed counterparts of this Merchant Application may be affected by a facsimile transmission, and a signed facsimile or copy of this Merchant Application shall constitute a signed original.

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DBA

Signature	Printed Name & Title	Date
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Signature	Printed Name & Title	Date
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**Personal Guaranty.** As a primary inducement to us to accept this Merchant Application, the undersigned Guarantor(s), by signing the Merchant Application, jointly and severally, unconditionally and irrevocably, guarantee the continuing full and faithful performance and payment by Merchant of each of its duties and obligations to us (including, without limitation, chargebacks) pursuant to the Merchant Application and TOS, as may be amended from time to time, with or without notice. Guarantor(s) understand further that we may proceed directly against Guarantor(s) without first exhausting our remedies against any other person or entity responsible therefore to them or any security held by us or Merchant. This guarantee will not be discharged or affected by the death of the Guarantors, will bind all heirs, administrators, representatives and assigns and may be enforced by or for the benefit of any of our successors. Guarantor(s) understand that the inducement to us to accept this Merchant Application 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.

Signature	Printed Name	SSN#	Date
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Signature	Printed Name	SSN#	Date
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**Corporate Resolution:**

I certify that I hold the office indicated below of Merchant and am the keeper of the records of that company, organized and existing under the laws of the state indicated below and that the following is a correct copy of certain resolutions adopted at a meeting of the board of directors/general partnership/manager or members of a limited liability company [circle one] in accordance with the by-laws of the company held on the \_\_\_\_ day of \_\_\_\_\_ (month), \_\_\_\_\_(year):

1. Resolved, that any one of the following officers of the company is authorized to:
  - A) execute on behalf of this company a Merchant Application and any agreements or other necessary documents including any amendments;
  - B) execute any document requested from time to time be executed in furtherance of the Merchant Application or relationship resulting therefrom;
  - C) perform all acts that may be necessary to carry out the intent of the Merchant Application and these Resolutions.
2. Resolved, that the Merchant Application and the resulting relationship is ratified and approved;
3. Resolved, that the entities receiving this Merchant Application are authorized to rely upon this Corporate Resolution until advised in writing by a like certification of any changes and are authorized to rely on such changed certification.

Signature	Name (Print)	Title
_____	_____	_____
_____	_____	_____
_____	_____	_____

Secretary/Officer/Non-Member Manager (LLC)/Member (LLC)/General Partner/Owner  
[circle one]

Signature	Printed Name & Title	Date	State in which Merchant is organized
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**Submitted By:**

I certify that the information provided in this Merchant Application was provided by the Merchant and is true, complete and accurate. I further certify that the signatures were provided by the Merchant's owner(s) or officer(s), as appropriate.

Sales Representative Signature	Printed Name	Rep ID #	Date
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**FOR OFFICE USE ONLY:**

Accepted by NOVA Information Systems, Inc.: \_\_\_\_\_ Accepted by Member: \_\_\_\_\_