

Merchant Application

Merchant Representations and Certifications	<p>Merchant Representations and Certifications. By signing below, the applicant merchant ("Merchant") and its representative(s) represent and warrant to Elavon Canada Company, doing business as Elavon Canada ("Elavon"), U. S. Bank National Association Canada branch ("VISA Member"), if we provide VISA services to you, Elavon Canada Company ("MasterCard Member"), if we provide MasterCard services to you, Elavon Canada Company ("Discover Member"), if we provide Discover services to you, and Elavon Canada Company ("Union Pay Member"), if we provide Union Pay services to you. (VISA Member, MasterCard Member, Discover Member, and Union Pay Member shall each be referred to as a "Member", collectively the "Members", and Elavon and the Members shall be collectively referred to as "we", "our" or "us") that (i) all information provided in this merchant application ("Merchant Application") is true and complete and properly reflects the business, financial condition, and principal partners, owners, or officers of Merchant; and (ii) the persons signing this Merchant Application are duly authorized to bind Merchant to all provisions of this Merchant Application and the Agreement. Further, by signing below, if leasing equipment, Merchant and its representative(s) agree that the Leased Equipment is subject to the terms and conditions set forth in the Terms of Service ("TOS") and have had an opportunity to review such terms. The signature by an authorized representative of Merchant on the Merchant Application, or the transmission of Transaction Receipt or other evidence of a Transaction to us, shall be the Merchant's acceptance of and agreement to the terms and conditions contained in the Agreement including, without limitation, this Merchant Application, the TOS and the Merchant Operating Guide ("MOG") each of which is incorporated herein by this reference and located at our website at https://www.merchantconnect.com/CWRWeb/pdf/TOS_ENG.pdf and https://www.merchantconnect.com/CWRWeb/pdf/MOG_ENG.pdf, respectively. If Merchant does not have access to view the TOS or MOG at our website please contact our merchant customer service centre at 1-866-310-3345. Merchant agrees to comply with the Agreement and all applicable laws, rules, and regulations including the rules and regulations of the Payment Networks, and understands that failure to comply will result in termination of processing services. Capitalized terms shall, unless otherwise defined in this Merchant Application, have the same meaning ascribed to them in the TOS and MOG.</p> <p>Merchant agrees to establish and maintain sufficient funds in a designated bank account to accommodate all transactions including, but not limited to, Chargebacks, returns, adjustments, fees, fines, penalties and any other payments due under the Agreement. In addition to the fees set forth in the Merchant Application, you will pay fees to Elavon at the then current rates for account maintenance (e.g., dda/dba changes), special processing, retraining, equipment swaps and research including, but not limited to, research required to respond to any third party or government subpoena, levy or garnishment on your account. Merchant authorizes us to credit/debit such account as necessary to effect all such payments, agrees that all such debits are pre-authorized debits for business purposes as defined under Rule H1 of the Canadian Payments Association Rules and agrees to hereby waive the right to receive advance notice from us of any and all debits made by us from such account or any other account maintained by Merchant at any financial institution.</p> <p>Merchant understands that we may take any or all of the following actions if considered necessary by us 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; establish holdback periods on payments to be made to Merchant; and/or suspend the processing of sales drafts for as long as necessary to investigate suspicious, unusual or excessive deposit or transaction activity.</p> <p>Merchant understands that an authorization code is not a guarantee of acceptance or payment of a Transaction. Receipt of an authorization code does not mean that merchant will not receive a Chargeback for that Transaction.</p> <p>Subject to the requirements of any voluntary codes of conduct, if Merchant terminates the Agreement prior to the end of the initial term of the Agreement, as set forth in the TOS, Merchant will immediately pay Elavon, as liquidated damages, an early termination fee equal to \$195, in addition to all other amounts owed.</p>	<p>If Merchant terminates an equipment rental prior to the end of the contract term, Merchant will immediately pay Elavon, as liquidated damages, an early termination fee equal to the difference between the payments paid to date and the total payments for the contract term. Merchant agrees that these early termination fees are not a penalty, but rather are a reasonable pre-estimate of damages in light of the financial harm caused to us by such early termination. Elavon 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 of the Agreement.</p> <p>Merchant, its representative(s) and each person whose information is on this Merchant Application authorizes us prior to our acceptance of this Merchant Application and from time to time thereafter, for the purposes of facilitating the provision of our services to Merchant, to (i) investigate the individual and business history and background of Merchant, each such representative, each such person and any other officers, partners, proprietors, and/or owners of Merchant (collectively, the "Merchant Parties"); (ii) obtain credit reports, financial information or other background investigation reports on each of the Merchant Parties from our affiliates, credit agencies, other financial institutions and references provided by the Merchant Parties that we consider necessary to review the acceptance and continuation of this Merchant Application; (iii) use any personal information provided by the Merchant Parties in this Merchant Application or otherwise or obtained by us under any other provision of this paragraph to respond to any further application for our services; (iv) facilitate the provision of our services by sharing such personal information and the results of our enquiries or investigations with our third party service providers, credit and debit card issuers, credit and debit card associations, credit agencies, governmental taxation authorities and similar parties; (v) use such personal information to investigate potentially fraudulent or questionable activities regarding the Merchant's account(s) or the use of our services; (vi) use such personal information for reporting purposes under credit or debit card association rules or regulations and to debit and credit card issuers, financial institutions or other credit or debit card related entities; (vii) use such personal information to offer products and services to the Merchant Parties that might be beneficial; (viii) use or disclose such personal information in the course of any actual or potential sale, reorganization, amalgamation or other change to our business; and (ix) collect, use and disclose such personal information when required or permitted by law.</p> <p>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 accomplished by a facsimile transmission, and a signed facsimile or copy of this Merchant Application shall constitute a signed original.</p> <p>The parties hereby acknowledge that they have required the Agreement and all related documents to be drawn up in the English language. Les parties reconnaissent avoir demandé que les présents contrats ainsi que les documents qui s'y rattachent soient rédigés en langue anglaise.</p> <p>By signing below, Merchant represents and warrants that it has obtained and read in full the TOS and the MOG available at https://www.merchantconnect.com/CWRWeb/pdf/TOS_ENG.pdf and https://www.merchantconnect.com/CWRWeb/pdf/MOG_ENG.pdf or available from our customer service centre at 1-866-310-3345 prior to signing this Merchant Application and that it agrees with the terms thereof.</p> <p>The Merchant Parties also authorize any person or credit reporting agency to compile information to answer credit inquiries made by us and to furnish that information to us.</p>							
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width: 35%;">Signature: X</td> <td style="width: 35%;">Printed Name:</td> <td style="width: 15%;">Title:</td> <td style="width: 15%;">Date:</td> </tr> <tr> <td>Signature: X</td> <td>Printed Name:</td> <td>Title:</td> <td>Date:</td> </tr> </table>		Signature: X	Printed Name:	Title:	Date:	Signature: X	Printed Name:	Title:	Date:
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Personal Guaranty	<p>As a primary inducement to us to accept this Merchant Application, the undersigned Guarantor(s), by signing the Merchant Application, jointly and severally, and in Quebec solidarily, unconditionally and irrevocably, guarantee the continuing full and faithful performance and payment by Merchant of each of Merchant's duties, debts, liabilities and obligations to us (including, without limitation, in respect of Chargebacks and obligations in connection with Leased Equipment, if applicable) pursuant to the Merchant Application and Agreement, as may be amended from time to time, with or without notice (collectively, the "Obligations"). Guarantor(s) agrees that this is a continuing guarantee and that Guarantor(s)'s liability will not be discharged, affected or released by (a) any event which results in Merchant not being under a legal obligation to make any payment or perform any obligation hereunder including by the Guarantor(s)'s death or legal incapacity. 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. Guarantor(s) renounces the benefit of discussion and division. This guarantee will bind all heirs, administrators, estate trustees, representatives, permitted successors and assigns of Guarantor(s) 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 guarantee and that this guarantee remains in full force and effect even if the Guarantor(s) receive no additional benefit from the guarantee. Each of this guarantee, the Merchant Application and the Agreement is a business agreement and any limitation period is expressly excluded and waived entirely. Guarantor(s) acknowledges that this guarantee is a summary of the guarantee provisions in the TOS (defined above), agrees that this guarantee is subject to the terms and conditions set forth in the TOS and, by signing below, represents and warrants that it has obtained and read in full the TOS available at https://www.merchantconnect.com/CWRWeb/pdf/TOS_ENG.pdf or available from our customer service centre at 1-866-310-3345 prior to signing below and that it agrees with the terms thereof.</p> <p>The undersigned hereby authorizes any credit reporting agency or bureau to furnish us upon our request with a credit bureau report that relates to the undersigned.</p> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width: 35%;">Signature: X</td> <td style="width: 35%;">Printed Name:</td> <td style="width: 15%;">SIN:</td> <td style="width: 15%;">Date:</td> </tr> <tr> <td>Signature: X</td> <td>Printed Name:</td> <td>SIN:</td> <td>Date:</td> </tr> </table>	Signature: X	Printed Name:	SIN:	Date:	Signature: X	Printed Name:	SIN:	Date:
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Signature: X	Printed Name:	SIN:	Date:						

Submitted By	<p>To the best of my knowledge, 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.</p> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width: 35%;">Sales Rep Signature: X</td> <td style="width: 35%;">Printed Name:</td> <td style="width: 15%;">Rep ID #:</td> <td style="width: 15%;">Date:</td> </tr> </table>	Sales Rep Signature: X	Printed Name:	Rep ID #:	Date:
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For Office Use Only	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">Accepted by Elavon Canada Company:</td> <td style="width: 20%;">Date:</td> </tr> <tr> <td>Accepted by Member:</td> <td>Date:</td> </tr> </table>	Accepted by Elavon Canada Company:	Date:	Accepted by Member:	Date:
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Additional Information

The W-8BEN form (and W-8IMY form for partnerships) establishes your non-US status. (US citizens/residents must complete the section designated for US citizens and residents)

Form W-8BEN - Non-US Entities/Citizens/Residents – Required (additional Partners must complete the additional W-8BEN form)

<input type="checkbox"/> Individual/Sole Proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Disregarded Entity <input type="checkbox"/> Partnership <input type="checkbox"/> Simple Trust <input type="checkbox"/> Grantor Trust <input type="checkbox"/> Complex Trust <input type="checkbox"/> Estate <input type="checkbox"/> Government <input type="checkbox"/> International Organization <input type="checkbox"/> Central Bank of Issue <input type="checkbox"/> Tax-exempt organization <input type="checkbox"/> Private Foundation			
For Partnership, please indicate % of ownership represented by this beneficial owner: _____ %			
Note: Beneficial owner and residence address below should reflect that of the business' legal entity. For Individuals/Sole Proprietors, this should always be the owner's information (name and address). For definitions of beneficial owner and permanent residence address, see below.			
Beneficial Owner (ownership):		Country of incorporate or organization:	
Permanent residence address (No PO boxes or in-care-of addresses):			
City, province, postal code		Country (do not abbreviate):	
Mailing Address (if different than above)			
City, province, postal code		Country (do not abbreviate):	
Under penalties of perjury, I declare that I have examined the information on this form and to the best of my knowledge and belief it is true, correct, and complete. I further certify under penalties of perjury that:			
1. I am the beneficial owner (or am authorized to sign for the beneficial owner) of all the income to which this form relates			
2. The beneficial owner is not a US person			
3. The income to which this form relates is (a) not effectively connected with the conduct of a trade or business in the United States, (b) effectively connected but is not subject to tax under an income tax treaty, or (c) the partner's share of a partnership's effectively connected income, and			
4. For broker transactions or barter exchanges, the beneficial owner is an exempt foreign person as defined in the instructions.			
Furthermore, I authorize this form to be provided to any withholding agent that has control, receipt, or custody of the income of which I am the beneficial owner or any withholding agent that can disburse or make payments of the income of which I am the beneficial owner.			
Signature: X		Printed Name:	Title/Capacity:
			Date:

Form W-8IMY - Partnerships – Required

Individual/Organization acting as intermediary:		Country of incorporate or organization:	
<input type="checkbox"/> Qualified Intermediary	<input type="checkbox"/> Nonqualified intermediary	<input type="checkbox"/> Nonwithholding foreign partnership	<input type="checkbox"/> Withholding foreign partnership
<input type="checkbox"/> Withholding foreign trust	<input type="checkbox"/> U.S. branch	<input type="checkbox"/> Nonwithholding foreign simple trust	<input type="checkbox"/> Nonwithholding foreign grantor trust
Permanent residence address (No PO boxes or in-care-of addresses):			
City, province, postal code		Country (do not abbreviate):	
Mailing Address (if different than above)			
City, province, postal code		Country (do not abbreviate):	
I certify that the entity identified above:			
<ul style="list-style-type: none"> • Is a nonwithholding foreign partnership, a nonwithholding foreign simple trust, or a nonwithholding foreign grantor trust and that the payments to which this certificate relates are not effectively connected, or are not treated as effectively connected, with the conduct of a trade or business in the United States, and • Is using this form to transmit withholding certificates and/or other documentary evidence and has provided or will provide a withholding statement, as required. 			
Under penalties of perjury, I declare that I have examined the information on this form and to the best of my knowledge and belief it is true, correct, and complete. Furthermore, I authorize this form to be provided to any withholding agent that has control, receipt, or custody of the income for which I am providing this form or any withholding agent that can disburse or make payments of the income for which I am providing this form.			
Signature: X			Date:

Form W-8BEN must be signed and dated by the beneficial owner of the income, or, if the beneficial owner is not an individual, by an authorized representative or officer of the beneficial owner.

Beneficial owner. For payments other than those for which a reduced rate of withholding is claimed under an income tax treaty, the beneficial owner of income is generally the person who is required under U.S. tax principles to include the income in gross income on a tax return. A person is not a beneficial owner of income, however, to the extent that person is receiving the income as a nominee, agent, or custodian, or to the extent the person is a conduit whose participation in a transaction is disregarded. In the case of amounts paid that do not constitute income, beneficial ownership is determined as if the payment were income. Foreign partnerships, foreign simple trusts, and foreign grantor trusts are not the beneficial owners of income paid to the partnership or trust.

Permanent residence address. Your permanent residence address is the address in the country where you claim to be a resident for purposes of that country's income tax. Do not show the address of a financial institution, a post office box, or an address used solely for mailing purposes. If you are an individual who does not have a tax residence in any country, your permanent residence is where you normally reside. If you are not an individual and you do not have a tax residence in any country, the permanent residence address is where you maintain your principal office.

US persons including US citizens and residents Only - Required

Business Type: <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Public Corp <input type="checkbox"/> Closely Held Corp <input type="checkbox"/> Sub S Corp <input type="checkbox"/> Government <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Tax Exempt Organization (include documents that support Exempt Status) <input type="checkbox"/> Other (Assn/Estate/Trust) <input type="checkbox"/> Limited Liability Company – Tax Classification (D=disregarded entity, C=corporation, P=partnership): _____ (If LLC, please indicate D, C or P)			
For Limited Partnership, General Partnership or Limited Liability Company – Partnership, please indicate % of ownership represented by this beneficial owner: _____ %			
Note: Name (of business) as shown on your business income tax returns. For Sole Proprietors, this should always be the owner's name.			
Name:			
Address:		o TIN (Social Security #):	
City:	State:	Zip Code:	r TIN (Employer Identification #):