

Merchant Services Application

Company DBA (doing business as) / trading name:

Legal business name:

Email address:

Tax ID number:

Date business established (MM/YY):

Business telephone number:

Customer service phone number:

Business street address:

City:

State:

Postcode:

Business mailing address:

City:

State:

Postcode:

Web site address(s)

list all that we will process for and that you market through, attach a separate sheet if necessary

Type of business: Individual

Partnership

Corporation

Nonprofit

Operating from: Office suite

Retail storefront

Warehouse

Private residence

Describe your product /service:

Do you offer recurring billing? Yes

No

Is business 100% over the Internet?

Yes

No

OWNERSHIP: Please list the two owners with the largest share of ownership:

Owner/Contact Name	% of owner-ship	Owner Since MM/YY	Residence Address	City	Country	Postcode	Passport or Drivers License Number
Mobile phone number:			Citizen of what country:		Personal email address:		
Mobile phone number:			Citizen of what country:		Personal email address:		

Checking account number for merchant card deposit:

SWIFT or Routing number:

Bank name and address:

Name on your account:

Address on your account:

<ul style="list-style-type: none"> Estimated monthly volume: \$ _____ Average credit card sale amount: \$ _____ Highest transaction amount: \$ _____ Have you accepted credit cards before? YES NO If yes, name of current/former processor: _____ Merchant ID Number: _____ Number of years with this processor: _____ (include last 3 months of credit card statements) Monthly chargebacks: # _____ \$ _____ Have you EVER been blacklisted by either MasterCard or Visa in business or personally? YES NO 	<ol style="list-style-type: none"> When are credit card transactions processed? At date of order at date of shipment If at date of order, how many days is it between order date and shipment date? _____ days. How do you ship the majority of your orders? Overnight 2-3 day air Ground What shipping service do you typically use? UPS FedEx Postal Service DHL What is the average number of days from shipment to delivery? _____ days. Do you require a signature on delivery? YES NO Do you use a fulfillment house to take your orders or ship your products? YES NO Are your shipping, refund & contact details clearly listed on your website? YES NO Do you use telemarketing to contact potential customers? YES NO Do you use mass emails in any way to market your product/services? YES NO
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IMPORTANT NOTICE: All information contained in this application has been completed or supplied by all contracting parties. Merchant accepts all contractual aspects of the Agreement. Merchant understands that this Agreement shall not take effect until accepted and signed by PROCESSOR. The Undersigned authorizes PROCESSOR to obtain credit and reference information, as it may require and deem appropriate, concerning the statements made within this Application, and agrees that this Application shall remain PROCESSOR property, whether approved or not. By signing below I certify all information is true and correct and that I am personally guaranteeing all obligations set forth in this agreement. Merchant's signature acknowledges the receipt of the Terms and Conditions, and agrees to those terms, conditions, rules, regulations, and operating guidelines.

ACCOUNT TERMS

To reduce chargebacks for our merchants and protect the integrity of our banking relationships; Processor charges a mandatory fee for our outbound call center to call and verify the accuracy and legitimacy of charges. Inbound calls for inquiries are not charged, inbound call problems such as fraud, inaccuracy, non-delivery are billed to merchants. The call cost is \$1.00 per phone call. **For all tangible products our call center calls to verify delivery. We will not make a payout on goods that have not been received by your customers.**

I/We hereby authorize PROCESSOR to conduct various background checks including but not limited to the activities of the company, its principle shareholders and officers from any source as Processor deems necessary or advisable. This authorization includes but is not limited to reports and/or information obtained from law enforcement, governmental agencies, criminal and/or civil databases and other sources of information both locally and internationally. I/We accept that PROCESSOR reserves the sole and exclusive right to decline our application regardless of the outcome of the background checks. I/We hereby release PROCESSOR from any liability arising from conducting and obtaining information from the investigations.

The merchant must understand that we will be closely monitoring:

1. Decline rates
2. Refund rates
3. High incidence of customer complaints
4. Chargebacks

I/We hereby confirm that all information provided to PROCESSOR is truthful and I have not attempted to withhold any information that could be material in the decision making process of PROCESSOR. I understand that fraudulent statements in this application will lead to a \$50,000 penalty and my funds being frozen until all chargebacks and refunds have cleared my account.

Decline rates for most customers average around 20%, for really good customers it's lower for others it's as high as 35%. High rates can indicate to us that a merchant is running stolen credit cards through or is targeting a demographic that has limited credit available. In the either instance, chargeback rates are usually very high. In many instances we will incur fines on these from our banks. If decline rates exceed 40% in a given rolling 30 day period there is a \$5,000 charge to the customer.

Minimum Monthly Fees – I, the merchant, agree to pay Processor a minimum monthly fee equal to the greater of .10% of the estimated monthly processing volume indicated by me on this application or pre-application questionnaire or verbally in discussions of my processing needs or US\$500. The amount of all discounts determined by Processor shall be credited toward the minimum monthly fee. If the minimum monthly fee exceeds the total amount of discounts, Processor shall debit your settlement account the balance due.

New clients have no limit on voids of pre-authorizations. Refunds are limited to 3% of total captured transactions. If refunds exceed 3% of total transactions there is a \$500 charge and the merchant discount rate (MDR) increases by 50 basis points for every percent over 3%. If refunds exceed 7% there is an additional \$1,000 charge and the account will be frozen with remaining funds released after 180 days.

When you stop processing with us, it is customary for us to hold your final payout(s) until such time that we can determine that all goods were shipped and authorized by the cardholders.

High incidence of customer complaints are gauged via inbound calls. If the inbound call rate for complaints (not inquires) is over 3% of transactions a penalty of \$250 will be accessed and the MDR increases by 50 basis points for every percent over 3%. If the amount exceeds 7% there will be an additional \$1,000 penalty assessed. If the amount exceeds 10% there will be an additional \$3,000 penalty assessed and the account will be frozen with remaining funds released after 180 days.

I/We accept that filling out this application does not guarantee acceptance into PROCESSOR's merchant portfolio and further accept that PROCESSOR reserves the sole and exclusive right to decline our application.

Chargebacks are strictly limited to 1%. Anything over that rate will incur penalties and potentially cause the account to be closed with funds held for 180 days. After which time, the balance in the account less chargebacks, penalties and fees will be returned. If chargebacks exceed 1% there will be a \$1,000 penalty assessed and the MDR increases by 50 basis points for each quarter percent over 1%. If chargebacks exceeding 1.5% an additional \$1,000 penalty is assessed and exceeding 2% an additional \$5,000 penalty is assessed. Chargebacks incur a \$65 per item charge while chargebacks over 1% in any rolling 30 day period are charged at \$150 per item.

SIGNED:

MERCHANT NAME:

BY: _____
Merchant Signature (Authorized person, Owner/Principal)

DATED: _____

NOTARY:

If a merchant causes Processor or its subsidiaries to lose a merchant account, or Visa or MasterCard within a merchant account, there will be a \$10,000 penalty in addition to the fines and penalties assessed by the card association and the bank. Causes for this typically include high chargeback rates,

fraud, non-compliance with local, state and national jurisdictions as well as not adhering to the acceptable use policies of the card associations. It is the merchant's responsibility to know their business and insure compliance.

We automatically do a 4 day pre-authorization before settling transactions. Transactions processed on Tuesday settle on Saturday and will be counted in the following payment cutoff period. This gives merchants the chance to VOID transactions instead of refunding prior to settlement. We pay on settlement not on pre-authorization, be aware that this will add 4 days. Wires are sent out every Thursday. Keep in mind you will be paid out on verified delivered orders for tangible goods. For DAILY settlement volume must be over \$1.5m per month.

Request for shipping documents on tangible goods must be provided to us within 1 working day of the request. Documents not supplied to us within that time will be charged a \$150 fine per day the documents are not received up to a maximum of \$1,000. Of documents requested if 3% of documents are not provided or cannot be provided or there is no proof of delivery the MDR increases by 2% retroactive. This is imperative that we can provide these documents to dispute chargebacks and keep our merchant accounts in good standing.

Payout Schedule

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

We wire every Thursday to all merchants due more than \$1,000.

DAILY settlement (5 per week) is available after the first 60 days on volume over \$1.5 million USD.

RED - processing week for transactions settled*
 BLUE - wired to you, received by you same or next day
 *this is based on settlements NOT pre-auths

All merchants must put the Processor logo and Processor details for customers to clearly see who they will be billed by on payment pages – Processor technical team will send you details. This must be done prior to your first payout.

Price display: The customer must be able to identify the final price of a product unmistakably.

Discount Rate and Details

Merchant Discount Rate: _____ %

One Time setup fee:	\$ 500.00
<i>(deducted from first weeks processing)</i>	
Monthly Maintenance Fee	\$ 150.00
Transaction Fee	\$.71
Wire Fee	\$ 45.00
Holdback	10.00%

New Account Process

1. Completely fill out the application and email to newapp@rushapplication.com
 - a. Sign pages 3, 4 and 5.
 - b. Send a color Passport copy or other photo ID
 - c. Send one other form of ID
2. We will then perform our due diligence and risk model on your businesses only after the full application is received.
3. Your account will be setup within one week. If you have not been given a Merchant Discount Rate, we will email back to you page 5 of your application with your rate along with your system login details.

Please note: We do not accept gambling accounts of any kind. Applications for gambling will not be considered.

SIGNED:

MERCHANT NAME:

Signature: _____
Merchant Signature (Authorized person, Owner/Principal)

DATED: _____