

maverick

26520 Agoura Road 1st Floor,
Calabasas, CA 91302

P: (800) 464-9777 | F: (888) 772-9106



42 Main St, Hudson MA 01749 | (800) 508-2265

MERCHANT ACCOUNT APPLICATION AND AGREEMENT

V1.5

INTERNAL USE ONLY

Merchant #

Agent/Sales Partner

GENERAL INFORMATION

CORPORATE / LEGAL NAME

alpha style LLC

LOCATION ADDRESS

539 West Commerce Street

CITY

Dallas

STATE

TX

ZIP

75208

MERCHANT NAME (DBA OR TRADE NAME)

shopw2r.com

☒ Information same as above corporate / legal

LOCATION ADDRESS

CITY

STATE

ZIP

CONTACT INFORMATION

CUSTOMER SERVICE NUMBER

CONTACT TELEPHONE

FAX NUMBER

CUSTOMER SERVICE EMAIL

CONTACT EMAIL ADDRESS

gjwhitson@gmail.com

YEARS IN BUSINESS

New

WEBSITE ADDRESS

shopw2r.com

OF LOCATIONS

1

DOES THIS BUSINESS CURRENTLY PROCESS CARDS?

☒ NO ☐ YES

CURRENT PROCESSOR

FEDERAL TAX ID NUMBER

873070555

AVERAGE TRANSACTION AMOUNT

\$ 80

MAXIMUM TRANSACTION AMOUNT

\$ 280

MONTHLY VOLUME

\$ 10000

PLEASE CHOOSE MAILING ADDRESS:

☐ DBA ADDRESS

☒ LEGAL ADDRESS

DESCRIBE YOUR PRODUCT/SERVICE:

Clothes

MCC/SIC CODE:

PAYMENT CARD INDUSTRY DATA SECURITY STANDARD: MUST PROVIDE COPY OF SELF ASSESSMENT QUESTIONNAIRE. IF APPLICABLE, MUST PROVIDE CERTIFICATE OF COMPLIANCE. MERCHANTS HAVE 90 DAYS AFTER BOARDING TO BECOME PCI COMPLIANT BY PROVIDING SAQ AND/OR SCAN, OR WILL BE CHARGED NON-COMPLIANCE FEE.

OWNERSHIP TYPE

☐ INDIVIDUAL / SOLE PROPRIETOR ☐ PARTNERSHIP ☐ CORPORATION ☐ GOVERNMENT ☒ LLC ☐ NON-PROFIT (MUST PROVIDE 501C3 LETTER) ☐ PUBLICLY TRADED PA/PC

LOCATION

BUILDING TYPE:

☐ SHOPPING CENTER

☐ OFFICE BUILDING

☐ INDUSTRIAL BUILDING

☒ RESIDENCE

MERCHANT:

☐ OWNS

☒ RENTS

AREA ZONED:

☐ COMMERCIAL

☐ INDUSTRIAL

☒ RESIDENTIAL

SQUARE FOOTAGE:

☐ 0-500

☐ 501-2500

☒ 2501-5000

☐ 5000-10,000

☐ 10,000+

PRINCIPALS (MUST HAVE AT LEAST 51% COMBINED OWNERSHIP)

PLEASE LIST ALL PRINCIPALS WHO, DIRECTLY OR INDIRECTLY, THROUGH ANY CONTRACT, ARRANGEMENT, UNDERSTANDING, RELATIONSHIP OR OTHERWISE, OWN 25 PERCENT OR MORE OF THE EQUITY INTERESTS OF THE LEGAL ENTITY LISTED IN THIS APPLICATION:

1. PRINCIPAL NAME:

FIRST

Grahm

MIDDLE

LAST

Wilson

SSN:

% OWNERSHIP:

100

TITLE:

CEO

HOME ADDRESS:

CITY:

Grapevine

STATE:

TX

ZIP:

HOME PHONE:

EMAIL:

gjwhitson@gmail.com

DRIVERS LICENSE NUMBER AND EXP DATE:

DATE OF BIRTH:

8/23/1990

2. PRINCIPAL NAME:

FIRST

MIDDLE

LAST

SSN:

% OWNERSHIP:

TITLE:

HOME ADDRESS:

CITY:

STATE:

ZIP:

HOME PHONE:

EMAIL:

DRIVERS LICENSE NUMBER AND EXP DATE:

DATE OF BIRTH:

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CONTROLLING PERSON

PLEASE LIST ALL PRINCIPALS WHO, DIRECTLY OR INDIRECTLY, THROUGH ANY CONTRACT, ARRANGEMENT, UNDERSTANDING, RELATIONSHIP OR OTHERWISE, OWN 25 PERCENT OR MORE OF THE EQUITY INTERESTS OF THE LEGAL ENTITY LISTED IN THIS APPLICATION:

IS THIS INDIVIDUAL ALREADY LISTED IN THE PRINCIPAL SECTION. (If No, please complete the next section)

☐ NO ☒ YES

FIRST	MIDDLE	LAST	SSN:	TITLE:
HOME ADDRESS:		CITY:	STATE:	ZIP:
HOME PHONE:	EMAIL:	DRIVERS LICENSE NUMBER AND EXP DATE:		DATE OF BIRTH:

HAVE MERCHANT OR OWNERS / PRINCIPALS EVER FILED:

☐ BUSINESS BANKRUPTCY ☐ PERSONAL BANKRUPTCY ☒ NEVER FILED (If yes, please explain):

HAVE MERCHANT OR OWNERS / PRINCIPALS EVER BEEN TERMINATED FROM ACCEPTING BANKCARDS FOR THIS BUSINESS OR ANY OTHER BUSINESSES?

☒ NO ☐ YES (If yes, please explain):

WHICH PAYMENTS WOULD YOU LIKE TO ACCEPT? (CHECK ALL THAT APPLY.)

☒ VISA, MASTERCARD, DISCOVER, AMERICAN EXPRESS OPTBLUE* ☐ PIN DEBIT ☐ EBT - EBT FNS NUMBER:

NOTES:

SALES METHOD (MUST EQUAL 100%)

RETAIL SWIPE <u>0</u> %	MAIL/PHONE <u>5</u> %	INTERNET <u>95</u> %
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BANK ACCOUNT INFORMATION (ATTACH VOIDED CHECK FOR BANK ACCOUNT WHERE FUNDS ARE TO BE DEPOSITED)

ROUTING NUMBER	ACCOUNT NUMBER

MERCHANT QUESTIONNAIRE (PLEASE PROVIDE ALL APPLICABLE INFORMATION)

A. FOR ALL MERCHANTS

i. PLEASE DESCRIBE YOUR REFUND/RETURN POLICY

100% Exchanges or a 95% money back option

ii. PLEASE LIST EQUIPMENT AND/OR SOFTWARE USED TO PROCESS CARDS (POINT-OF-SALE, TERMINAL, PAYMENT GATEWAY, ETC.)

0

B. FOR CARD-NOT PRESENT MERCHANTS (E-COMMERCE & MOTO)

i. INVENTORY MAINTAINED:

☒ ON-SITE ☐ OFF-SITE (I.E. WAREHOUSE); IF SO, PROVIDE ADDRESS

☐ 3RD PARTY FULFILLMENT CENTER. IF SO, PROVIDE FULLY EXECUTED FULFILLMENT AGREEMENT

ii. ARE THERE ANY OTHER COMPANIES INVOLVED IN SHIPPING OR FULFILLING PRODUCT/SERVICE (I.E. FULFILLMENT CENTER)?

☒ NO ☐ YES, IF SO, PROVIDE FULLY EXECUTED FULFILLMENT AGREEMENT

iii. DO YOU OFFER RECURRING AND TIME-EXTENDED SERVICES (SUBSCRIPTIONS, MEMBERSHIPS, RECURRING PLANS, ETC.)? IF YES, PLEASE DESCRIBE AND INCLUDE DURATION.

no

iv. CUSTOMER PROFILE (ESTIMATE THE PERCENTAGE OF SALES IN EACH CATEGORY - MUST ADD UP TO 100%)

INDIVIDUAL CONSUMERS: <u>95</u> %	BUSINESSES: <u>5</u> %	GOVERNMENT: <u>0</u> %
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v. CUSTOMER LOCATION PROFILE (ESTIMATE THE PERCENTAGE OF EACH CARDHOLDER'S LOCATION - MUST ADD UP TO 100%)

LOCAL: <u>100</u> %	NATIONAL: <u>0</u> %	INTERNATIONAL: <u>0</u> %
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vi. HOW LONG AFTER CHARGING THE CUSTOMER IS THE PRODUCT FULFILLED OR DOES THE SERVICE BEGIN?

WITHIN: ☒ 24 HOURS ☒ 2 DAYS ☐ 3-10 DAYS ☐ 11-30 DAYS ☐ 31-90 DAYS ☐ 90+ DAYS

vii. HOW LONG AFTER THE TIME OF ORDER DOES THE CARDHOLDER RECEIVE THE PRODUCT OR SERVICE?

WITHIN: ☐ 24 HOURS ☒ 2-5 DAYS ☒ 6-10 DAYS ☐ 11+ DAYS

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PERSONAL GUARANTEE

In consideration of Bank's and ISO's acceptance of this Agreement, the undersigned Principal ("Guarantor") (jointly and severally if more than one) unconditionally guarantees the performance of all obligations of Merchant to Bank and ISO under the Agreement, and payment of all sums due there under, and in the event of default, hereby waives notice of default and agrees to indemnify Bank and ISO for all funds due from Merchant pursuant to the terms of the Agreement. Guarantor waives any and all rights of subrogation, reimbursement or indemnity derived from Merchant, and further waives any and all rights or defenses arising by reason of any modification or change in the terms of the Agreement whatsoever, including, without limitation, the renewal, extension, acceleration, or other change in the time any payment or other performance there under is due, and / or any change in any interest or discount rate or fee there under. Guarantor confirms that Guarantor, collectively or individually, is a party to the Agreement, and unconditionally and specifically authorizes Bank and ISO or their authorized agents, to debit any overdue fees, costs, chargebacks, fines, fees, penalties, expenses or obligations under the Agreement and / or any contractual relationship with Bank and ISO from any personal checking account or other account owned or controlled by Guarantor, and further to report any default hereunder on Guarantor's personal Credit Bureau Report. Guarantor agrees to pay all costs and expenses of whatever nature, including attorneys' fees and other legal expenses, incurred by or on behalf of Bank in connection with the enforcement of this Guaranty.

Guarantor 1:

Date:

Guarantor 2:

Date:

BANK DISCLOSURE: Member Bank Information

Avidia Bank | 42 Main St | Hudson, MA 01749

Important Bank Responsibilities

1. Avidia Bank is the only entity approved to extend acceptance of VISA products directly to a Merchant.
2. Avidia Bank must be a principal (signor) to the Merchant Agreement.
3. Avidia Bank is responsible for educating Merchants on pertinent VISA Operating Regulations with which Merchants must comply.
4. Avidia Bank is responsible for and must provide settlement funds to the Merchant.
5. Avidia Bank is responsible for all funds held in reserve that are derived from settlement.

Important Merchant Responsibilities

1. Ensure compliance with cardholder data security and storage requirements.
2. Maintain fraud and chargebacks below thresholds.
3. Review and understand the terms of the Merchant Agreement.
4. Comply with VISA Operating Regulations.

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

Principal 1 Signature:

Date:

Principal 1 Printed Name & Title

Grahm Whitson CEO

Principal 2 Signature

Date:

Principal 2 Printed Name & Title

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viii. IS THE CARDHOLDER CHARGED AT:

☒ TIME OF ORDER ☐ UPON SHIPMENT

xi. DO YOU HAVE A RETAIL LOCATION (FOR MOTO/INTERNET MERCHANTS)? IF YES, PLEASE CONFIRM PHYSICAL ADDRESS:

x. HOW DO YOU ADVERTISE (INTERNET, MAGAZINES, TV, ETC.)? LIST ALL THAT APPLY:

xi. IS YOUR BUSINESS SEASONAL?

☐ YES ☒ NO IF YES, WHICH MONTHS?

☐ JANUARY ☐ FEBRUARY ☐ MARCH ☐ APRIL ☐ MAY ☐ JUNE
☐ JULY ☐ AUGUST ☐ SEPTEMBER ☐ OCTOBER ☐ NOVEMBER ☐ DECEMBER

FEE SCHEDULE (SCHEDULE A)

Pass Through Interchange Plus	Transaction Fee	Monthly Fee	Batch Fee
0	% \$ 10	\$ 8	\$.20
Qualified Rate	Authorization Fee	Maverick Portal Monthly Access Fee	Chargeback Fee
2.1	% \$.20	\$ 0	\$ 25
Mid-Qual Surcharge (Qual+)	AVS (Address Verification Service) Transaction Fee	Monthly PCI Fee	Retrieval Fee
.3	% \$.05	\$	\$ 15.00
Non-Qual Surcharge (Qual+)	Voice Authorization/IVR Fee	Monthly Minimum Fee	Other
.9	% \$ 1.00	\$ 10.00	\$ 0
PIN Debit Rate	PIN Debit Authorization Fee	Application Fee	Other
0	% \$ 0	\$ 0	\$ 0
EBT Rate	EBT Authorization Fee	Annual Fee	Other
0	% \$ 0	\$ 0	\$ 0
Special Pricing or Exception Notes:			

The Qualified Rate & Pass Thru Interchange Plus programs include all Visa, MasterCard, Discover, and American Express Optblue cards, unless otherwise noted. A 0.20% fee will apply to all American Express transactions for merchants in the American Express Optblue Program. To pass through MasterCard's annual Acquirer License Fee, assessments for MasterCard transactions will be charged the current Acquirer License Fee. All other Card Brand & network fees are passed through at the rates established by the Card Brands. Chargeback reversal fee is \$10 per occurrence. ACH Reject Fee is \$35 per occurrence. Annual IRS Reporting Fee is \$1.95 annually and charged the first month. PCI non-compliance is \$25 per month. Arbitration Fee is \$25 per occurrence.

MERCHANT ACCEPTANCE AND AGREEMENT

By executing this Merchant Application on behalf of the merchant described above (the "Merchant"), the undersigned individual(s): (i) represent(s) and warrant(s) that all information contained in this Merchant Application is true, correct and complete as of the date of this Merchant Application, and that such individual(s) have the requisite corporate power and authority to complete and submit this Merchant Application and make and provide the acknowledgements, authorizations and agreements set forth below, both on behalf of the Merchant and individually; (ii) acknowledge(s) that the information contained in this Merchant Application is provided for the purpose of obtaining, or maintaining a merchant account with Bank and ISO on behalf of the Merchant; (iii) authorize Bank and ISO to investigate the credit of the Merchant and each person listed on this Merchant Application; (iv) agree, on behalf of the Merchant and in the event this Merchant Application is accepted and executed by Bank and ISO, to the Fee Schedule set forth above and to the Terms and Conditions included with and incorporated into this Merchant Agreement. Merchant understands that this Agreement shall not take effect until Merchant has been approved by Bank and ISO, and a merchant number is issued.

Merchant: (Legal Name of Business)

alpha style LLC

Principal 1: (Signature of Principal/Owner)

Title:

CEO

Principal 2: (Signature of Principal/Owner)

Title:

Avidia Bank: (Signature)

Name and Title:

Maverick BankCard, Inc.: (Signature)

Name and Title: