



Reliable, Low-Cost Credit Card Processing Since 1998



- State-of-the-art credit card terminal ✓
- Personal, expert customer service-24/7 ✓
- No locked-in contracts or termination fees ✓
- Lowest rates in the entire industry -guaranteed ✓
- Fast payments to your account – under 48 hours ✓



Tel: 877.865.7744 Fax: 949.272.3769 Email: sales@EXSCreditCardProcessing.com

www.EXSCreditCardProcessing.com

FREE

The Powerfully Simple Point of Sale.



What is Groovv?

Groovv is the new, powerfully simple point of sale and marketing solution that's built to help merchants grow and manage their businesses like never before.



Hardware Options

		
Groovv One	Groovv Tablet*	Groovv Swiper
Complete countertop register with printer, cash drawer and integrated payments	Sleek tablet, revolving stand and integrated payments	Make sales anywhere with any Android™ device

*Optional printer and cash drawer
Retail and Restaurant Versions



Groovv

If You're Ready to Grow
You're Ready for Groovv!

Groovv Offers Is a Unique Mobile & Social Marketing Solution

Call Now: 877-865-7744





ELECTRONIC EXCHANGE SYSTEMS

Primary Sales Partner Name and Number:

Eric Pruessing (5708)

Sub Sales Partner Name and Number:

MERCHANT CREDIT CARD PROCESSING APPLICATION AND AGREEMENT PAGE 1 of 2

BUSINESS INFORMATION

Business LEGAL Name:		Taxpayer Identification Number: (9 digits)	
Email Address (Required):		Business DBA (If different from legal name):	
Business Mailing Address:		Business Physical Location Address:	
City, State, ZIP:		City, State, ZIP:	
Contact: (First)	(M.I.)	(Last)	Business Phone Number: FAX Number:

OWNERSHIP / GUARANTOR INFORMATION

Owner / Partner / Officer: (First)		(M.I.)	(Last)	Social Security #:
Ownership Percentage:	%	Mobile Number (Required):	-	Home Phone Number: Date of Birth:
Home Address:		City, State, ZIP:		

MERCHANT PROFILE

Type of Ownership:		Type of Business:	
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Corporation	<input type="checkbox"/> Limited Liability Company (LLC)	<input type="checkbox"/> Partnership
<input type="checkbox"/> Non-Profit	<input type="checkbox"/> Retail	<input type="checkbox"/> Restaurant	<input type="checkbox"/> Internet
Type of Goods and Services Sold:		<input type="checkbox"/> MOTO	
For card not present merchants (MOTO) please provide marketing materials and web address: WWW.			
Average Ticket:	Maximum Ticket:	Average Monthly Volume:	Swiped / Keyed Percentage (must total 100%):
\$	\$	\$	Swiped Percentage % Keyed Percentage %
Have you ever processed payment cards before?		Have you ever been terminated by a payment processor?	
<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, with whom? Reason for leaving?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

BANK ACCOUNT INFORMATION

Please provide a voided check	Routing Number:	Bank Account Number:
	Bank Name:	Bank Phone Number: Internal Use Only : <input checked="" type="checkbox"/> NDF

IMPORTANT INFORMATION

For "Member" Bank: Wells Fargo Bank, 1200 Montego, Walnut Creek, CA 94598 (925) 746-4167.	For "TMS": 21650 Oxnard Street Ste 1200 Woodland Hills, CA 91367
Important Member Bank (Acquirer) Responsibilities <ol style="list-style-type: none"> The Bank is the only entity approved to extend acceptance of Card Organization products directly to a Merchant. The Bank must be a principal (signer) to the Merchant Agreement. The Bank is responsible for educating Merchants on pertinent Card Organization Rules with which Merchants must comply; but this information may be provided to you by Processor. The Bank is responsible for and must provide settlement funds to the Merchant. The Bank is responsible for all funds held in reserve. 	Important Merchant Responsibilities <ol style="list-style-type: none"> Ensure compliance with cardholder data security and storage requirements. Maintain fraud and chargebacks below Card Organization thresholds. Review and understand the terms of the Merchant Agreement. Comply with Card Organization rules. Retain a signed copy of this Disclosure Page <p>The responsibilities above do not replace the terms of the Merchant Agreement and are provided to ensure the Merchant understands some important obligations of each party and that the Bank is the ultimate authority should the Merchant experience any problems.</p>

SCHEDULE OF FEES

Qualified Discount Rates	Assessments	Account Servicing
% Visa / MC / Discover / PIN Debit	0.1100 % Visa	Monthly Minimum
% American Express	0.1100 % MasterCard	Monthly Service Charge
% Other:	0.1050 % Discover	Monthly Compliance Program*
Surcharge	0.1500 % American Express	Monthly Debit Service Fee
Partially Qualified (except Amex)	Pass-Thru Fees and Access	Termination Fee
Non-Qualified	\$0.0195 Visa - Credit	Annual Fee
Communication	\$0.0155 Visa - Debit	Monthly Per Transaction
Visa / MC / Discover / American Express	\$0.0185 MasterCard	Internet Gateway
PIN Debit	\$0.0185 Discover	Wireless**
Batch Deposit	0.4000 % American Express Crossborder	Wireless
Interchange	0.3000 % American Express Card N/P	Statement (Select both if desired)
Visa / MC / American Express / Discover Credit	Visa FANF & MasterCard ALF fees based on business type and volume processed.	<input type="checkbox"/> U.S. Mail Statement (per month \$2)
Visa / MC / Discover Debit		<input checked="" type="checkbox"/> Online eStatement (per month \$0)




* Compliance Program Fee waived for first 12 months ** Wireless Fee per terminal

SIGN
HERE

Signature, Principal or Corporate Officer

Date

MERCHANT CREDIT CARD PROCESSING APPLICATION AND AGREEMENT PAGE 2 of 2

PLACEMENT / (RENTAL*) INFORMATION																																									
Hypercom: <input type="checkbox"/>		Other: FREE GROOVV POS		Shipping (standard 2 day):			Ship To:																																		
<input type="checkbox"/> w/ External PIN Pad <input type="checkbox"/> Check Imager		<input type="checkbox"/> Wireless <input type="checkbox"/> Payment Jack *		<input type="checkbox"/> Overnight <input type="checkbox"/> Priority <input type="checkbox"/> Saturday			<input checked="" type="checkbox"/> Merchant Physical <input type="checkbox"/> Sales Partner <input type="checkbox"/> Special *																																		
REPROGRAM INFORMATION																																									
Hypercom:		Verifone:		Nurit:		Swap out existing PIN Pad:																																			
<input type="checkbox"/> T4100 <input type="checkbox"/> T4220 <input type="checkbox"/> M4230		<input type="checkbox"/> 3740 / 3740DC <input type="checkbox"/> 3750 / 3750DC		<input type="checkbox"/> 8000GPRS <input type="checkbox"/> 8320 <input type="checkbox"/> 8020		<input type="checkbox"/> Yes <input type="checkbox"/> No																																			
		<input type="checkbox"/> Vx510 / 3730 <input type="checkbox"/> Vx510LE / 3730LE <input type="checkbox"/> Vx570 / Vx570DC		Qty: _____																																					
FEATURE INFORMATION																																									
Terminal Features:		AutoBatch Time:		Configuration:		Internal Debit:		Groovv Offers:																																	
<input type="checkbox"/> No-Tips Retail / Restaurant <input type="checkbox"/> Tips Retail / Restaurant <input type="checkbox"/> Lodging <input type="checkbox"/> MOTO <input type="checkbox"/> Special *				<input type="checkbox"/> Dial Config. <input type="checkbox"/> IP Config.		<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes \$ _____ per month																																	
*a rental terminal or selecting these features requires completion of the APPLICATION ADDENDUM FOR SPECIAL REQUESTS																																									
CARDS TO BE ACCEPTED																																									
Debit Service		Check all that you DO NOT want to accept: <input type="checkbox"/> Visa Check <input type="checkbox"/> Debit MasterCard																																							
AMERICAN EXPRESS																																									
American Express Acceptance: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		American Express Annual Volume < \$1,000,000 <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				American Express Marketing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No																																			
DISCLOSURE SECTION																																									
		http://usa.visa.com/merchants/operations/op_regulations.html					http://www.mastercard.com/us/merchant/support/rules.html																																		
REQUIRED SIGNATURES																																									
<p>All information contained in this application was completed, supplied and/or reviewed by the undersigned Merchant, and all information provided herein is true, complete, and accurate. Total Merchant Services, Inc. ("TMS") and Wells Fargo Bank (the "Member Bank" and, collectively with TMS, the "Servicers") shall not be responsible for any change in printed terms unless specially agreed to in writing by an officer of each Servicer. By signing below you are agreeing to the provisions stated within this merchant application, and have acknowledged receipt and have read the Merchant Credit Card Processing Agreement (the "Merchant Agreement"). Those provisions must be read before signing. By signing below you agree to the terms and conditions contained in the merchant application and the Merchant Agreement. The indicated officers below have the authorization to execute the Merchant Agreement on behalf of the here within named business. MERCHANT UNDERSTANDS THAT THE MERCHANT AGREEMENT WILL NOT TAKE EFFECT UNTIL MERCHANT HAS BEEN APPROVED BY SERVICERS AND A MERCHANT NUMBER HAS BEEN ISSUED. Merchant authorizes Servicers to present Automated Clearing House credits, Automated Clearing House debits, wire transfers, or depository transfer checks to and from the following account and to and from any other account for which the Servicers are authorized to perform such functions under the Merchant Agreement, for the purposes set forth in the Merchant Agreement. This authorization extends to the entire amount in said account from time to time, and includes without limitation amounts due to and/or owed by Merchant under the Merchant Agreement, lease, rental, or purchase agreements for POS (Point of Sale) terminals and accompanying equipment and check guarantee fees and amounts due for supplies and materials. The Automated Clearing House authorization cannot be revoked until all Merchant obligations under the Merchant Agreement are satisfied, and Merchant gives Servicers written notice of revocation. An investigative or credit report may be made in connection with the application. Merchant authorizes Servicers and/or any of their agents to investigate the references provided or any other statements or data obtained from Merchant, or from any credit or financial investigative agencies. Merchant has a right, upon written request, to a complete and accurate disclosure of the nature and scope of the investigation requested. A complete copy of your Merchant Agreement can be obtained at the following URL: http://www.merchantsupport.info/disclosure/EXS.html</p> <p>IN ORDER TO DISPUTE ANY CHARGE OR FUNDING, MERCHANT MUST NOTIFY SERVICERS IN WRITING WITHIN 30 DAYS OF THE DATE OF THE STATEMENT WHERE SUCH CHARGE OR FUNDING APPEARS OR SHOULD HAVE APPEARED. THE LIABILITY OF SERVICERS IS LIMITED UNDER THE MERCHANT AGREEMENT. THE MERCHANT AGREEMENT CONTAINS MANDATORY PROCEDURES FOR RESOLVING DISPUTES. ARBITRATION IS REQUIRED IN ALL BUT CERTAIN LIMITED CIRCUMSTANCES, AND PURSUING CLAIMS ON A CLASS-WIDE BASIS IS PROHIBITED. Please review the Merchant Agreement for further details.</p> <p>Merchant Advantage Program: All new merchants are automatically enrolled in a three month free trial of our Merchant Advantage Program. Merchants who choose to remain in this program will be charged a monthly fee of \$9.95 plus \$4.95 for each additional terminal following the free trial period. Merchants may opt out of this program at any time. For details please visit www.myaccountadvantage.com</p>																																									
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Signed for Total Merchant Services:				Print Name:		Title:		Date:																																	
Signed for Global Direct / Member:				Print Name:		Member Name: Wells Fargo Bank, National Assoc.		Date:																																	



Associated Merchant Name:

Merchant Email:

GROOVV REGISTER ADDENDUM

Market Type - Retail

- ☐
- Retail Full featured tablet POS with complete back office functionality, includes integrated credit card processing and reporting.

Groovv Options - Retail

- ☐
- Groovv Storefront Tablet, Swiper, Stand, Printer, Router and Cash Drawer
-
- ☐
- Groovv One All in one (Register unit and Cash Drawer)
-
- ☐
- Groovv One Plus Register unit, Tablet, Swiper and Cash Drawer
-
- ☐
- Groovv Tablet Tablet, Swiper and Stand
-
- ☐
- Groovv Swiper Swiper that works with an existing Tablet

Software - Retail

- ☐
- Groovv Cloud

Market Type - Restaurant

- ☐
- Restaurant Full featured tablet POS with complete back office functionality, includes integrated CC processing, table management, tipping and reporting

Groovv Options - Restaurant

- ☐
- Groovv Restaurant Tablet, Swiper, Stand, Printer, Router and Cash Drawer

Software - Restaurant

- ☐
- Groovv Restaurant

Schedule of Fees

\$ _____ Monthly Groovv Register Fee

\$ _____ Groovv Setup Fee

CARDHOLDER DATA STORAGE

PCI DSS and card association rules prohibit storage of track data under any circumstances. If you or your POS system transmits, stores or receives full cardholder data, then the POS hardware/software must be PA DSS compliant and you (merchant) must validate PCI DSS compliance (section 2 below). If you use a payment gateway, they must be PCI Compliant. For more information, or assistance, please visit our site, www.compliancefacts.com.

- Have you ever experienced an account data compromise? Yes ☒ No ☒ If yes, when _____
- Have you validated PCI DSS (Payment Card Industry Data Security Standard) compliance? Yes ☒ No ☒
(validation consists of merchant completing the appropriate Self Assessment Questionnaire (SAQ), or engaging a Qualified Security Assessor (QSA) who will facilitate completion of a Report on Compliance (ROC) and its submission.)
If yes, please complete the following, if no, you can move to question 3:
 - Date of compliance, Report on Compliance "ROC" or Self Assessment Questionnaire "SAQ"? _____
 - What is the name of your Qualified Security Assessor "QSA" _____
or Self Assessment Questionnaire (circle one "SAQ") A, B, C, or D
 - Date of last scan _____ Approved Scanning Vendor's Name: _____
- Are you using (a) a point of sale terminal provided by us, or (b) a physical point of sale terminal that you own (i.e. a standalone terminal, which you use to process your credit/debit card transactions), or (c) our touch tone capture service to call in transactions using our automated phone system? ☒ Yes ☒ No (If yes, you can skip questions 4 and 5, if no please complete questions 4 and 5.)
- After initial authorization and settlement, do you or your Service Provider receive, transmit, or store the Full Cardholder Number "FCN", electronically? Yes ☒ No ☒
 - If yes, where is it stored? Merchant Location Only ☒ Primary Service Provider ☒ Both ☒ Other Service Provider ☒ All Apply ☒
 - What Service Provider / Software Developer did you purchase your POS application / device from? EXS
 - What is the name of the software /system? Groovv What is the version number? New
- Do your transactions process through any other Service Provider (ie web hosting, gateways, corporate office) Yes ☒ No ☒
If yes, what is the name of the other Service Provider? _____

REQUIRED SIGNATURES

All information contained in this application was completed, supplied and/or reviewed by the undersigned Merchant, and all information provided herein is true, complete, and accurate. Total Merchant Services, Inc. ("TMS") and Wells Fargo Bank (the "Member Bank" and, collectively with TMS, the "Servicers") shall not be responsible for any change in printed terms unless specially agreed to in writing by an officer of each Servicer. By signing below you are agreeing to the provisions stated within this merchant application, and have acknowledged receipt and have read the Merchant Credit Card Processing Agreement (the "Merchant Agreement"). Those provisions must be read before signing. By signing below you agree to the terms and conditions contained in the merchant application and the Merchant Agreement. The indicated officers below have the authorization to execute the Merchant Agreement on behalf of the here within named business. MERCHANT UNDERSTANDS THAT THE MERCHANT AGREEMENT WILL NOT TAKE EFFECT UNTIL MERCHANT HAS BEEN APPROVED BY SERVICERS AND A MERCHANT NUMBER HAS BEEN ISSUED. Merchant authorizes Servicers to present Automated Clearing House credits, Automated Clearing House debits, wire transfers, or depository transfer checks to and from the following account and to and from any other account for which the Servicers are authorized to perform such functions under the Merchant Agreement, for the purposes set forth in the Merchant Agreement. This authorization extends to the entire amount in said account from time to time, and includes without limitation amounts due to and/or owed by Merchant under the Merchant Agreement, lease, rental, or purchase agreements for POS (Point of Sale) terminals and accompanying equipment and check guarantee fees and amounts due for supplies and materials. The Automated Clearing House authorization cannot be revoked until all Merchant obligations under the Merchant Agreement are satisfied, and Merchant gives Servicers written notice of revocation. An investigative or credit report may be made in connection with the application. Merchant authorizes Servicers and/or any of their agents to investigate the references provided or any other statements or data obtained from Merchant, or from any credit or financial investigative agencies. Merchant has a right, upon written request, to a complete and accurate disclosure of the nature and scope of the investigation requested.

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SIGN
HERE

Signature Principal or Corporate Officer

Print Name

Date

In order to streamline the application submission process for Groovv devices the following checklist must be completed. The purpose of this checklist is to confirm that the merchant location currently meets or will meet the minimum setup requirements at the time of installation. Applications with incomplete or missing checklists are subject to rejection and a delayed submission process.

Checklist		
Questions	Yes	No
1. Does the merchant location have an internet connection? For maximum speed and function a hard wire is recommended (Cat-6 cable to Groovv device).	<input type="checkbox"/>	<input type="checkbox"/>
a. If Yes, is there a hard wire connection where the Groovv device will be placed? A router setup with at least one data port available for use? Please describe the current internet setup. _____ b. If No, what is the expected date that internet will be installed? _____		
2. Does the merchant location have at least 2 power outlets within 5 feet of the Groovv device?	<input type="checkbox"/>	<input type="checkbox"/>
3. Is the Groovv unit being shipped to the merchant's primary business location?	<input type="checkbox"/>	<input type="checkbox"/>
a. If not, where will the unit be shipped to? _____		
4. What is the best phone number, alternative phone # and email address to contact the merchant for scheduling the installation? Phone _____ Alternative Phone _____ Best Time to Call _____ Email _____		

SIGN HERE	Merchant Signature	Print Name	Date
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SIGN HERE	Sales Partner Signature	Print Name	Date
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