

**Fill in this information to identify the case:**

Debtor MS Leisure Company

United States Bankruptcy Court for the: \_\_\_\_\_ District of Delaware  
(State)

Case number 25-10610

**Modified Official Form 410  
Proof of Claim**

**12/24**

**Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.**

**Filers must leave out or redact** information that is entitled to privacy on this form or on any attached documents. Attach redacted copies or any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

**Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.**

**Part 1: Identify the Claim**

<p><b>1. Who is the current creditor?</b></p>	<p><u>First Data Merchant Services LLC</u></p> <hr/> <p>Name of the current creditor (the person or entity to be paid for this claim)</p> <p>Other names the creditor used with the debtor <u>First Data, FISERV</u></p>	
<p><b>2. Has this claim been acquired from someone else?</b></p>	<p><input checked="" type="checkbox"/> No</p> <p><input type="checkbox"/> Yes. From whom? _____</p>	
<p><b>3. Where should notices and payments to the creditor be sent?</b></p> <p>Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)</p>	<p><b>Where should notices to the creditor be sent?</b></p> <p><u>First Data Merchant Services LLC</u>                  Legal Dept.                  3975 N.W 120th Ave                  Coral Springs, FL 33065</p> <p>Contact phone _____</p> <p>Contact email <u>ian.winchester@fiserv.com</u></p> <p>Uniform claim identifier (if you use one):                  _____</p>	<p><b>Where should payments to the creditor be sent? (if different)</b></p> <p>Contact phone _____</p> <p>Contact email _____</p>
<p><b>4. Does this claim amend one already filed?</b></p>	<p><input checked="" type="checkbox"/> No</p> <p><input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____                  MM / DD / YYYY</p>	
<p><b>5. Do you know if anyone else has filed a proof of claim for this claim?</b></p>	<p><input checked="" type="checkbox"/> No</p> <p><input type="checkbox"/> Yes. Who made the earlier filing? _____</p>	



**Part 2: Give Information About the Claim as of the Date the Case Was Filed**

6. Do you have any number you use to identify the debtor?  No  
 Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: \_\_\_ \_ \_ \_

7. How much is the claim? \$ undetermined. Does this amount include interest or other charges?  
 No  
 Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.  
Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).  
Limit disclosing information that is entitled to privacy, such as health care information.  
Contract/Executory Contract

9. Is all or part of the claim secured?  No  
 Yes. The claim is secured by a lien on property.  
**Nature or property:**  
 Real estate: If the claim is secured by the debtor's principle residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.  
 Motor vehicle  
 Other. Describe: \_\_\_\_\_  
**Basis for perfection:** \_\_\_\_\_  
Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)  
**Value of property:** \$ \_\_\_\_\_  
**Amount of the claim that is secured:** \$ \_\_\_\_\_  
**Amount of the claim that is unsecured:** \$ \_\_\_\_\_ (The sum of the secured and unsecured amount should match the amount in line 7.)  
**Amount necessary to cure any default as of the date of the petition:** \$ \_\_\_\_\_  
**Annual Interest Rate** (when case was filed) \_\_\_\_\_ %  
 Fixed  
 Variable

10. Is this claim based on a lease?  No  
 Yes. Amount necessary to cure any default as of the date of the petition. \$ \_\_\_\_\_

11. Is this claim subject to a right of setoff?  No  
 Yes. Identify the property: Reserve held under Merchant Agreement



12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

No

Yes. Check all that apply:

	Amount entitled to priority
<input type="checkbox"/> Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	\$ _____
<input type="checkbox"/> Up to \$3,350* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).	\$ _____
<input type="checkbox"/> Wages, salaries, or commissions (up to \$15,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).	\$ _____
<input type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	\$ _____
<input type="checkbox"/> Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	\$ _____
<input type="checkbox"/> Other. Specify subsection of 11 U.S.C. § 507(a)(____) that applies.	\$ _____

\* Amounts are subject to adjustment on 4/01/25 and every 3 years after that for cases begun on or after the date of adjustment.

13. Is all or part of the claim entitled to administrative priority pursuant to 11 U.S.C. § 503(b)(9)?

No

Yes. Indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.

\$ \_\_\_\_\_

**Part 3: Sign Below**

**The person completing this proof of claim must sign and date it. FRBP 9011(b).**

If you file this claim electronically, FRBP 5005(a)(3) authorizes courts to establish local rules specifying what a signature is.

**A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.**

Check the appropriate box:

I am the creditor.

I am the creditor's attorney or authorized agent.

I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgement that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 09/12/2025  
MM / DD / YYYY

/s/Ian D. Winchester  
Signature

**Print the name of the person who is completing and signing this claim:**

Name Ian D. Winchester  
First name Middle name Last name

Title Director Credit Risk

Company First Data Merchant Services LLC  
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address \_\_\_\_\_

Contact phone \_\_\_\_\_ Email \_\_\_\_\_



# Verita (KCC) ePOC Electronic Claim Filing Summary

For phone assistance: Domestic (888) 733-1434 | International (310) 751-2633

<b>Debtor:</b> 25-10610 - MS Leisure Company <b>District:</b> District of Delaware		
<b>Creditor:</b> First Data Merchant Services LLC Legal Dept. 3975 N.W 120th Ave  Coral Springs, FL, 33065 <b>Phone:</b>  <b>Phone 2:</b>  <b>Fax:</b>  <b>Email:</b> ian.winchester@fiserv.com	<b>Has Supporting Documentation:</b> Yes, supporting documentation successfully uploaded <b>Related Document Statement:</b>	
	<b>Has Related Claim:</b> No <b>Related Claim Filed By:</b>	
	<b>Filing Party:</b> Authorized agent	
<b>Other Names Used with Debtor:</b> First Data, FISERV	<b>Amends Claim:</b> No <b>Acquired Claim:</b> No	
<b>Basis of Claim:</b> Contract/Executory Contract	<b>Last 4 Digits:</b> No	<b>Uniform Claim Identifier:</b>
<b>Total Amount of Claim:</b> undetermined	<b>Includes Interest or Charges:</b> No	
<b>Has Priority Claim:</b> No	<b>Priority Under:</b>	
<b>Has Secured Claim:</b> No <b>Amount of 503(b)(9):</b> No <b>Based on Lease:</b> No <b>Subject to Right of Setoff:</b> Yes, Reserve held under Merchant Agreement	<b>Nature of Secured Amount:</b> <b>Value of Property:</b>  <b>Annual Interest Rate:</b>  <b>Arrearage Amount:</b>  <b>Basis for Perfection:</b>  <b>Amount Unsecured:</b>	
<b>Submitted By:</b> Ian D. Winchester on 12-Sep-2025 6:31:11 a.m. Pacific Time <b>Title:</b> Director Credit Risk <b>Company:</b> First Data Merchant Services LLC		

**I. BUSINESS INFORMATION**

Client's Business Name (Doing Business As): Miami Seaquarium			Client's Corporate/Legal Name (Use Also For Headquarter's Information): MS LEISURE COMPANY		
Business Address: 4400 Rickenbacker Cswy			Billing Address (If Different Than Location Address): 4400 Rickenbacker Cswy		
City: Miami	State: FL	Zip: 33149	City: Miami	State: FL	Zip: 33149
Location Phone #: 386-986-5567	Location Fax #:		Contact Name: Travis Burke		
Business E-mail Address: tburke@thedolphinco.com			Contact Fax # / E-mail Address:		
Business Website Address: www.miamiseaquarium.com/			Contact Phone #:		
Date Business Started: 7/12/2021			Send Retrieval Requests to: <input type="checkbox"/> Business Location <input checked="" type="checkbox"/> Corp/Legal Location		
Customer Service Phone #: 386-986-5567			Send Merchant Monthly Statement to: <input type="checkbox"/> Business Location <input checked="" type="checkbox"/> Corp/Legal Location		
Customer Service E-mail Address: tburke@thedolphinco.com			Statement Delivery Method: (choose one) <input type="checkbox"/> Print and Mail <input type="checkbox"/> Online via AccessOne		
<input type="checkbox"/> INDIVIDUAL/SOLE PROPRIETORSHIP: State in which Certificate of Assumed Name Filed: _____ State: _____		<input type="checkbox"/> TAX EXEMPT ORGANIZATION (501C) State: _____		<input type="checkbox"/> GOVERNMENT (Federal, State, Local)	
<input checked="" type="checkbox"/> CORPORATION - CHAPTER S, C State: FL		<input type="checkbox"/> INTERNATIONAL ORGANIZATION Location Filed: _____		<input type="checkbox"/> LIMITED LIABILITY COMPANY State Filed: _____	
<input type="checkbox"/> MEDICAL OR LEGAL CORPORATION State: _____		<input type="checkbox"/> ASSOCIATION/ESTATE/TRUST State Filed: _____		<input type="checkbox"/> PARTNERSHIP State Filed: _____	
Name (as it appears on your income tax return) MS LEISURE COMPANY			FEDERAL TAX ID # (as it appears on your income tax return) 871937257		<input type="checkbox"/> I certify that I am a foreign entity/nonresident alien. (If checked, please attach IRS Form W-8.)

**NOTE:** Failure to provide accurate information may result in a withholding of merchant funding per IRS regulations. (See Part IV, Section A.4 of your Program Guide for further information.)

\*SIC/MCC: 7998 Final Auth. Indicator:  0 (Pre Auth.)  1 (Final Auth.) IATA/ARC: (MCC 4722 Only)

Note: \*If your business is classified as High Risk and assigned (or is later assigned based upon your business activity) any of the following Merchant Category Codes (MCC): 5966, 5967 and 7841<sup>1</sup>, then registration is required with Visa and/or Mastercard within 30 days from when your account becomes active. An Annual Registration Fee of \$500 may apply for Visa and/or Mastercard (total registration fees could be \$1,000.00). Failure to register could result in fines in excess of \$10,000.00 for violating Visa and/or Mastercard regulations<sup>2</sup>.

<sup>1</sup>Registration for MCC 7841 is only required for non-face-to-face adult content.  
<sup>2</sup>Information herein, including applicable MCCs, is subject to change.

Detailed Explanation of Type of Merchandise, Products or Services Sold:  
**aquarium & fun park**

**2. ADDITIONAL CREDIT / SITE SURVEY INFORMATION - ALL MERCHANTS**

<p>1. Zone: <input type="checkbox"/> Business District <input type="checkbox"/> Industrial <input type="checkbox"/> Residential</p> <p>2. Location: <input type="checkbox"/> Mall <input type="checkbox"/> Office <input type="checkbox"/> Home <input type="checkbox"/> Shopping Area  <input type="checkbox"/> Apartment <input type="checkbox"/> Isolated <input type="checkbox"/> Door-to-Door  <input type="checkbox"/> Flea Market <input type="checkbox"/> Other</p> <p>3. How many employees: _____</p> <p>4. How many registers/Terminals: _____</p> <p>5. Is proper license visible? <input type="checkbox"/> Yes  <input type="checkbox"/> No, explain: _____</p> <p>6. Where is the merchant name displayed at the site?  <input type="checkbox"/> Window <input type="checkbox"/> Door <input type="checkbox"/> Store Front</p> <p>7. Merchant Occupies: <input type="checkbox"/> Ground Floor <input type="checkbox"/> Other: _____</p> <p>8. # of Floors/Levels: <input type="checkbox"/> 1 <input type="checkbox"/> 2-4 <input type="checkbox"/> 5-10 <input type="checkbox"/> 11+</p> <p>9. Remaining Floor(s) Occupied by:  <input type="checkbox"/> Residential <input type="checkbox"/> Commercial <input type="checkbox"/> Combination <input type="checkbox"/> None</p> <p>10. Approximate Square Footage:  <input type="checkbox"/> 0-250 <input type="checkbox"/> 251-500 <input type="checkbox"/> 501-2,000 <input type="checkbox"/> 2,001 plus</p> <p>11. Are customers required to leave a deposit?  <input type="checkbox"/> No <input type="checkbox"/> Yes If Yes, % of deposit required: _____%</p> <p>12. Return Policy: <input type="checkbox"/> Full Refund <input type="checkbox"/> Exchange Only <input type="checkbox"/> None</p>	<p>13. Do you have a refund policy for MC/Visa/Discover® Network-PayPal/American Express OptBlue® Sales?  <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, check one:  <input type="checkbox"/> Exchange <input type="checkbox"/> MC/Visa/Discover Network-PayPal/  <input type="checkbox"/> Store Credit American Express OptBlue® Credit</p> <p>If MC/V/Discover Network-PayPal/American Express OptBlue® Credit, within how many days do you submit credit transactions?  <input type="checkbox"/> 0-3 <input type="checkbox"/> 4-7 <input type="checkbox"/> 8-14 <input type="checkbox"/> Over 14</p> <p>14. Advertising Method (Attach at least one):  <input type="checkbox"/> Catalog <input type="checkbox"/> Brochure <input type="checkbox"/> Direct Mail <input type="checkbox"/> TV/Radio  <input type="checkbox"/> Internet <input type="checkbox"/> Phone <input type="checkbox"/> Newspaper/Journals <input type="checkbox"/> Other</p> <p><i>Marketing Materials required for Mail Order, B to B, Internet over \$1 Million in annual volume. Attach Web Page for Internet Merchant.</i></p> <p>15. Previous Processor: _____</p> <p>16. Check Reason For Leaving: <input type="checkbox"/> Rate <input type="checkbox"/> Service <input type="checkbox"/> Terminated <input type="checkbox"/> Other: _____</p> <p style="text-align: center;"><b>Mail/Telephone Order/Business to Business/Internet Information</b> (All Questions must be Answered)</p> <p>1. What is the time frame from transaction to delivery? (% of orders delivered in):  0-7 days <u>0</u>% + 8-14 days _____% + 15-30 days _____% + over 30 days _____% = 100%</p> <p>2. MC/Visa/Discover Network-PayPal/American Express OptBlue® sales are deposited (check one):  <input type="checkbox"/> Date of order <input type="checkbox"/> Date of delivery <input type="checkbox"/> Other (specify): _____</p> <p>3. Does any of your cardholder billing involve automatic renewals or recurring transactions (i.e., cardholder authorizes initial sale only)? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>
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DBA Name: Omahaw Valley Seaquarium Merchant #: \_\_\_\_\_

Provide the following information for each individual who owns, directly or indirectly, 25% or more of the equity interest of your business.

OWNER / PARTNER / OFFICER 1				OWNER / PARTNER / OFFICER 2			
Name: (First, MI, Last)		% Ownership:		Name: (First, MI, Last)		% Ownership:	
[REDACTED]		80		[REDACTED]		0	
Title:		Telephone #:		Title:		Telephone #:	
[REDACTED]		[REDACTED]		[REDACTED]		[REDACTED]	
Home Address: (No P.O. Box)				Home Address: (No P.O. Box)			
[REDACTED]				[REDACTED]			
City:	State:	Zip:	Country:	City:	State:	Zip:	Country:
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
D.O.B.:		Social Security #:		D.O.B.:		Social Security #:	
[REDACTED]		[REDACTED]		[REDACTED]		[REDACTED]	
DL #:		State:					
[REDACTED]		[REDACTED]					
OWNER / PARTNER / OFFICER 3				OWNER / PARTNER / OFFICER 4			
Name: (First, MI, Last)		% Ownership:		Name: (First, MI, Last)		% Ownership:	
[REDACTED]		[REDACTED]		[REDACTED]		[REDACTED]	
Title:		Telephone #:		Title:		Telephone #:	
[REDACTED]		[REDACTED]		[REDACTED]		[REDACTED]	
Home Address: (No P.O. Box)				Home Address: (No P.O. Box)			
[REDACTED]				[REDACTED]			
City:	State:	Zip:	Country:	City:	State:	Zip:	Country:
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
D.O.B.:		Social Security #:		D.O.B.:		Social Security #:	
[REDACTED]		[REDACTED]		[REDACTED]		[REDACTED]	

**4. SETTLEMENT INFORMATION**

Deposit Bank: [REDACTED]

Transit/ABA #: [REDACTED] Deposit Account #: [REDACTED]

ACH Detail Flag:  Individual  Combined  Separate (defaults to Combined if option not selected)

**5. TRANSACTION INFORMATION**

FINANCIAL DATA				WHERE IS SALE TRANSACTED? (Must = 100%)	
Gross YEARLY Sales Volume (Cash + Credit + Debit + Check)	\$ 24100000	Avg. MC/Visa/Discover Network- PayPal Ticket (Estimate If Never Processed in Past)	\$ 60	Store Front/Swiped	100 %
Average YEARLY MC/Visa Volume	\$ 24000000	Avg. American Express OptBlue® Ticket (Estimate If Never Processed in Past)	\$ 60	Internet	0 %
Average YEARLY Discover Network- PayPal Volume	\$ 2400000	Highest Ticket Amount	\$ 1000	Mail Order	0 %
Average YEARLY American Express OptBlue® Volume	\$ 900000			Telephone Order	0 %
Seasonal? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes High Volume Months Open:				Total	100 %

**6. GRID INFORMATION - INTERNAL USE ONLY**

AUTHORIZATION GRID ID#: 007 USER DEFINED GRID ID#: \_\_\_\_\_ MFC GRID ID: 15113208 8-pos. Alpha/Numeric

MC TIERED GRID ID _____ 8-pos. Alpha/Numeric	VISA TIERED GRID ID _____ 8-pos. Alpha/Numeric	DISCOVER NETWORK-PayPal TIERED GRID ID _____ 8-pos. Alpha/Numeric	AMERICAN EXPRESS OptBlue® TIERED GRID ID _____ 8-pos. Alpha/Numeric
MC CREDIT MPG ID _____ 8-pos. Alpha/Numeric	VISA CREDIT MPG ID _____ 8-pos. Alpha/Numeric	DISCOVER NETWORK-PayPal CREDIT MPG ID _____ 8-pos. Alpha/Numeric	AMERICAN EXPRESS OptBlue® CREDIT MPG ID _____ 8-pos. Alpha/Numeric
MC DEBIT MPG ID _____ 8-pos. Alpha/Numeric	VISA DEBIT MPG ID _____ 8-pos. Alpha/Numeric	DISCOVER NETWORK DEBIT MPG ID _____ 8-pos. Alpha/Numeric	

**7. SERVICE FEE SCHEDULE**

**Accept all Mastercard, Visa, Discover Network and American Express OptBlue® Transactions (presumed, unless any selections below are checked)**

<b>Mastercard</b>	<b>Visa</b>	<b>Discover Network</b>	<b>American Express OptBlue®</b>
<input type="checkbox"/> MC Credit Transactions	<input type="checkbox"/> Visa Credit Transactions	<input type="checkbox"/> Discover Network Credit Transactions	<input type="checkbox"/> American Express Credit Transactions
<input type="checkbox"/> MC Non-PIN Debit Trans.	<input type="checkbox"/> Visa Non-PIN Debit Trans.	<input type="checkbox"/> Discover Network Non-PIN Debit Trans.	
		<b>Discover Network - PayPal</b>	
		<input type="checkbox"/> Discover Network - PayPal Credit Transactions	

Discount Collected  Daily  Monthly

Merchant Initials: \_\_\_\_\_



**Discount Fees (Based on Gross Sales Volume)**

Discount	MPG TXN Fee	Discount	MPG TXN Fee	Discount	MPG TXN Fee	Discount	MPG TXN Fee
MC Qual Credit	% \$	Discover Network-PayPal Qual Credit	% \$	American Express OptBlue® Qual Credit	% \$		
MC Mid-Qual Credit	% \$	Discover Network-PayPal Mid-Qual Credit	% \$	American Express OptBlue® Mid-Qual Credit	% \$		
MC Non-Qual Credit	% \$	Discover Network-PayPal Non-Qual Credit	% \$	American Express OptBlue® Non-Qual Credit	% \$		
MC Worldcard Qual	% \$	Discover Network Qual Debit	% \$				
MC Worldcard Mid-Qual	% \$	Discover Network Mid-Qual Debit	% \$				
MC Worldcard Non-Qual	% \$	Discover Network Non-Qual Debit	% \$				
MC Qual Debit	% \$	Discover Network Regulated Debit Disc't	% \$				
MC Mid-Qual Debit	% \$						
MC Non-Qual Debit	% \$						
MC Regulated Debit Discount	% \$						

**ERR**

Discount	Non-Qual Fees	Discount	Non-Qual Fees	Discount	Non-Qual Fees	Discount	Non-Qual Fees
MC Qual Credit	% %	Discover Network-PayPal Qual Credit	% %	American Express OptBlue® Qual Credit	% %		
MC Qual Debit	% %	Discover Network Qual Debit	% %				

**Pass Through Interchange**

Net Only - Includes Dues and Assessments  Gross Only - Includes Dues and Assessments

| Discount (Based on Gross Sales Vol.)  |
|--------------------------------------|--------------------------------------|--------------------------------------|---------------------------------------|
| MC Qual Credit                       | MC Qual Debit                        | Discover Network-PayPal Qual Credit  | American Express OptBlue® Qual Credit |
| %                                    | %                                    | %                                    | %                                     |

**Other Item Rate**

MC Credit	\$	Discover Network-PayPal Credit	\$	American Express OptBlue® Credit	\$
MC Debit	\$	Discover Network Debit	\$		

**Other Volume %**

MC Credit	%	Discover Network-PayPal Credit	%	American Express OptBlue® Credit	%
MC Debit	%	Discover Network Debit	%		

**PIN Debit**

Pass Through Debit Network Fees Other Item Rate \$ \_\_\_\_\_ (per item) Other Volume Percent \_\_\_\_\_% (per item)

**Fleet**

**WEX:** Other Item Rate \$ \_\_\_\_\_ (per item) **Voyager:** Qual \_\_\_\_\_% Other Item Rate \$ \_\_\_\_\_ (per item)

**TeleCheck**

In-Person Warranty  Mail Order Warranty  Single Hold Check Warranty  Multiple Hold Check Warranty  In-Person Paper Warranty  C.O.D. Warranty  
 SE # \_\_\_\_\_ Inquiry Rate \_\_\_\_\_% Per TXN Fee \$ \_\_\_\_\_ Stmt/Processing Fee \$ \_\_\_\_\_ Dec. Risk Surcharge \_\_\_\_\_%  
 Monthly Minimum Fee \$ \_\_\_\_\_ (Per Location) Customer Requested Operator Call (CROC) \$ \_\_\_\_\_ Unauthorized Return Fee \$ \_\_\_\_\_

**Miscellaneous Fees**

<input checked="" type="checkbox"/> Dues and Assessments	V/MC Chargeback Fee (Per Item) \$ _____	V/MC Retrieval Fee (12B Letter) (Per Item) \$ _____	Return Trans. Fee (Per Item) \$ _____
Sales Transaction Fee (Per Item) \$ _____	Batch Fee (Per Item) \$ _____	eIDS Access Fee (Flat Rate) \$ _____	Other: _____
EBT - Food Stamps (Per Item) \$ _____ #: _____	EBT - Cash Benefits (Per Item) \$ _____		
Minimum Monthly Fee \$ _____	Monthly Statement Fee (Acct on File) \$ _____	ACH Reject Fee (Per Item) \$ _____	Pass Visa Trans Integrity Fee <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MC License Fee (Per Sales Item) \$ _____ (Sales Volume) _____%		(Flat Rate) \$ _____	<input type="checkbox"/> Monthly <input type="checkbox"/> Annually in December
Visa Proc Fee (Per Item) \$ _____	MC Proc Fee (Per Item) \$ _____	Visa BIN Fee (Per Item) \$ _____	MC ICA Fee (Per Item) \$ _____
Pass Visa Fixed Acquirer Network Fee (FANF) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Visa FANF Card Present Surcharge (Flat Rate) \$ _____	Visa FANF Card Not Present Surcharge (Flat Rate) \$ _____	
Pass Visa Acquirer Processing Fee <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Pass Visa Misuse of Auth Fee <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Pass Visa Zero Floor Limit Fee <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Pass Visa Int'l Acquirer Fee <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Pass MC Acquirer Support Fee <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Pass MC Cross Border Fee <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Pass Discover Data Usage Charge <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Pass Visa Acq ISA Fee <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Pass Discover Int'l Processing Fee <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Pass Discover Int'l Service Fee <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Pass MC Nat'l Acquirer Brand Usage (NABU) Fee <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

Merchant Initials: \_\_\_\_\_



DBA Name: Omaha Valley Seaquarium

Merchant #: \_\_\_\_\_

Omaha Valley 307(ia)

**7. SERVICE FEE SCHEDULE (cont'd)**

Omaha Valley 307(ia)

**Authorization & Capture Transaction Fees**

**First Data Payeezy<sup>SM</sup> Gateway Services**

MC Visa Auth & Capture Fee:	\$ _____ (per item)
Discover Network PayPal Auth & Capture Fee:	\$ _____ (per item)
American Express OptBlue <sup>®</sup> Auth & Capture Fee:	\$ _____ (per item)
American Express Pass Through (existing) SE #:	_____
Voice Authorization	\$ _____ (per item)
Electronic AVS Fee	\$ _____ (per item)
Voice AVS Fee	\$ _____ (per item)
ARU Fee	\$ _____ (per item)

<input type="checkbox"/> Payeezy Gateway Participation	
Payeezy Gateway Effective Date:	_____
Payeezy Gateway One Time Setup Fee	\$ _____ (one time)
Payeezy Gateway Monthly Fee	\$ _____ (monthly)
Payeezy Gateway Auth Fee	\$ _____ (per item)
Payeezy Gateway AVS Fee	\$ _____ (per item)
Payeezy PayPal Auth Fee	\$ _____ (per item)
Payeezy PayPal Sale Fee	\$ _____ (per item)
Payeezy PayPal Return Fee	\$ _____ (per item)

**First Data Payeezy<sup>SM</sup> Gateway Services Telecheck**

Payeezy Gateway TeleCheck Auth Fee	\$ _____ (per item)	Payeezy Gateway TeleCheck Deposit Fee	\$ _____ (per item)	Payeezy Gateway TeleCheck Adjustment Fee	\$ _____ (per item)
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**User Defined Grid Fees**

**TIN/TFN & Regulatory Product Fees**

Wireless Monthly Service Fee	\$ _____	Supplies:	_____ \$ _____	Reg. Product Fee	(Monthly) \$ _____
AccessOne Fee	\$ _____	Other:	_____ \$ _____	TIN/TFN Invalid	(Monthly) \$ _____
Customer Service Fee	\$ _____	Other:	_____ \$ _____	Website Usage	(Per Item) \$ _____
Debit Access Fee	\$ _____	Other:	_____ \$ _____		

**Merchant Fee Control Grid Fees**

Annual Fee	\$ _____	Other: <u>Data Protection Progra</u>	\$ _____	Other: <u>PCI Enrollment</u>	\$ _____
Month	_____	<input type="checkbox"/> Per item <input type="checkbox"/> Monthly <input checked="" type="checkbox"/> Annually	Month _____	<input type="checkbox"/> Per item <input type="checkbox"/> Monthly <input checked="" type="checkbox"/> Annually	Month _____

Pass VISA BIN/ICA Fee <i>(Note: this fee can only be used for Shared Systems Only)</i>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	VISA BIN/ICA Fee Surcharge	(Per Item) \$ _____
Pass Visa Staged Digital Wallet Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Visa Staged Digital Wallet Fee Surcharge	(Per Item) \$ _____
Pass Visa B2B Virtual Payments Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Visa B2B Virtual Payments Fee Surcharge	(Sales Volume) _____ %
Pass Visa File Transmission Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Visa File Transmission Transaction Fee Surcharge	(Per Item) \$ _____
Pass Visa Acquirer Credit Voucher Data Processing Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Visa Acquirer Credit Voucher Data Processing Fee Surcharge	(Per Item) \$ _____
Pass VISA Acquirer Data Processing International Return Fee Credit:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Visa Acquirer Data Processing International Return Fee Credit Surcharge	(Per Item) \$ _____
Pass VISA Acquirer Data Processing International Return Fee Debit:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Visa Acquirer Data Processing International Return Fee Debit Surcharge	(Per Item) \$ _____
Pass Visa AFD Non Participation Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Visa AFD Non Participation Fee Surcharge	(Per Item) \$ _____
Pass VISA International Acquirer Processing Fee Credit	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Pass VISA International Acquirer Processing Fee Debit	<input type="checkbox"/> Yes <input type="checkbox"/> No
Pass Visa Account Verification International, Credit and Debit Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Pass Visa APF Domestic Debit Auth Reversal Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Pass Visa APF Domestic Credit Auth Reversal Fee	<input type="checkbox"/> Yes <input type="checkbox"/> No
Pass Visa APF International Debit Auth Reversal Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Pass Visa APF International Credit Auth Reversal Fee	<input type="checkbox"/> Yes <input type="checkbox"/> No
		Pass Visa Data Consistency Domestic Fee	<input type="checkbox"/> Yes <input type="checkbox"/> No
Pass Visa Excessive Auth Attempts Domestic Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Pass Visa Excessive Auth Attempts Cross Border Fee	<input type="checkbox"/> Yes <input type="checkbox"/> No
Pass Discover Card Account Verification Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Discover Card Account Verification Fee Surcharge	(Per Item) \$ _____
Pass Discover Network Auth Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Discover Network Auth Fee Surcharge	(Flat Rate) \$ _____ or (Per Item) \$ _____
Pass Discover Program Integrity Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Discover Program Integrity Fee Surcharge	(Per Item) \$ _____
Pass Discover Ticket Retrieval Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Discover Card Ticket Retrieval Fee Surcharge	(Per Item) \$ _____
Discover Dispute Fee	(Per Item) \$ _____	Discover Retrieval Fee	(Per Item) \$ _____
Pass PayPal Participation Authorization Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	PayPal Participation Authorization Fee Surcharge	(Sales Volume) _____ %
Pass American Express OptBlue <sup>®</sup> Access Fee	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
Pass American Express OptBlue <sup>®</sup> Network Fee	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	American Express OptBlue <sup>®</sup> Network Fee Surcharge	(Sales Volume) _____ %
American Express Dispute Fee	(Per Item) \$ _____	American Express Retrieval Fee	(Per Item) \$ _____
Pass Mastercard Processing Integrity Fee Pre Auth	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Mastercard Processing Integrity Fee Pre Auth Surcharge	(Per Item) \$ _____
Pass Mastercard Processing Integrity Fee Undefined Auth	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Mastercard Processing Integrity Fee Undefined Auth Surcharge	(Per Item) \$ _____
Pass Mastercard Processing Integrity Fee Final Auth %	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Pass Mastercard Processing Integrity Fee Final Auth Minimum Per Item	<input type="checkbox"/> Yes <input type="checkbox"/> No
Pass Mastercard Processing Integrity Invalid Acquirer Authorization ICA Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Mastercard Processing Integrity Invalid Acquirer Authorization ICA Fee Surcharge	(Per Item) \$ _____
Pass Mastercard Processing Integrity Message Format Error Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Mastercard Processing Integrity Message Format Error Fee Surcharge	(Per Item) \$ _____
Pass Mastercard Processing Integrity Image Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Mastercard Processing Integrity Image Fee Surcharge	(Per Item) \$ _____
Pass Mastercard BIN/ICA Fee <i>(Note: this fee can only be used for Shared Systems Only)</i>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Mastercard BIN/ICA Fee Surcharge	(Per Item) \$ _____
Pass Mastercard Account Status Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Mastercard Account Status Fee Surcharge	(Per Item) \$ _____
Pass Mastercard Kilobyte Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Mastercard Kilobyte Fee Surcharge	(Flat Rate) \$ _____ or (Per Item) \$ _____

Merchant Initials: \_\_\_\_\_



**7. SERVICE FEE SCHEDULE (cont'd)**

**Merchant Fee Control Grid Fees (cont'd)**

Pass Mastercard CVC2 Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Mastercard CVC2 Fee Surcharge (Flat Rate) \$ _____ or (Per Item) \$ _____
Pass Mastercard ICA AVS Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Mastercard ICA AVS Fee Surcharge (Per Item) \$ _____
Pass Mastercard Digital Enablement Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Mastercard Digital Enablement Fee Surcharge (Sales Volume) _____ %
Pass Mastercard Business to Business US	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Mastercard Business to Business US Surcharge (Sales Volume) _____ %
Pass Mastercard SecureCode Transaction Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Mastercard SecureCode Transaction Fee Surcharge (Flat Rate) \$ _____
Pass Mastercard Location Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Mastercard Location Fee Surcharge (Flat Rate) \$ _____
Pass MC ACQ Interchange Downgrade Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	MC ACQ Interchange Downgrade Fee Surcharge (Per Item) \$ _____
Pass MC Excessive Auth Attempts US Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	MC Excessive Auth Attempts US Fee Surcharge (Per Item) \$ _____
Pass MC ACQ Freight Program Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	MC ACQ Freight Program Fee Surcharge (Sales Volume) _____ %
Pass MC 3DS-2 EMV Secure Code Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	MC 3DS-2 EMV Secure Code Fee Surcharge (Sales Volume) _____ %
Pass MC Nominal Auth Amount US Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	MC Nominal Auth Amount US Fee Surcharge (Per Item) \$ _____
Pass Retrieval Received Fax/Mail Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Retrieval Received Fax/Mail Fee Surcharge (Per Item) \$ _____
Pass Chargeback Received Fax/Mail Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Chargeback Received Fax/Mail Fee Surcharge (Per Item) \$ _____
Pass Retrieval Outgoing Fax/Mail Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Retrieval Outgoing Fax/Mail Fee Surcharge (Per Item) \$ _____
Pass Chargeback Outgoing Fax/Mail Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Chargeback Outgoing Fax/Mail Fee Surcharge (Per Item) \$ _____
Pass Visa Accept/No Accept Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Visa Accept/No Accept Fee Surcharge (Per Item) \$ _____
Visa Auto Acceptance Fee (Per Item) \$ _____		
Pass Mastercard Accept/No Accept Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Mastercard Accept/No Accept Fee Surcharge (Per Item) \$ _____
Pass Discover Accept/No Accept Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Discover Accept/No Accept Fee Surcharge (Per Item) \$ _____
Pass American Express Accept/No Accept Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	American Express Accept/No Accept Fee Surcharge (Per Item) \$ _____
Pass Dispute Case Mastercard DMS Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Dispute Case Mastercard DMS Fee Surcharge (Per Item) \$ _____
Pass Dispute Image Mastercard DMS Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Pass Mastercard Presentment Excessive Pages Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Pass Dispute Image Visa DMS Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Dispute Image Visa DMS Fee Surcharge (Per Item) \$ _____
Pass Visa Pre-Compliance Image Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Pass Visa Incoming Pre-Dispute DMS Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Pass Visa Late Response to Dispute Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Visa Late Response to Dispute Fee Surcharge (Per Item) \$ _____
Pass Mastercard Late Response to Dispute Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Mastercard Late Response to Dispute Fee Surcharge (Per Item) \$ _____
Pass Discover Late Response to Dispute Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Discover Late Response to Dispute Fee Surcharge (Per Item) \$ _____
Pass American Express Late Response to Dispute Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	American Express Late Response to Dispute Fee Surcharge (Per Item) \$ _____
Pass STAR Debit Network Annual Fee	<input type="checkbox"/> Yes <input type="checkbox"/> No	STAR Debit Network Annual Fee Surcharge (Flat Rate) \$ _____
Pass STAR Access Dispute Fee (Per Item) \$ _____		Pass STAR Access Retrieval Fee (Per Item) \$ _____
Pass Pulse Debit Network Annual Fee	<input type="checkbox"/> Yes <input type="checkbox"/> No	Pulse Debit Network Annual Fee Surcharge (Flat Rate) \$ _____
Pass Jeanie Debit Network Annual Fee	<input type="checkbox"/> Yes <input type="checkbox"/> No	Jeanie Debit Network Annual Fee Surcharge (Flat Rate) \$ _____
Pass NYCE Debit Network Annual Fee	<input type="checkbox"/> Yes <input type="checkbox"/> No	NYCE Debit Network Annual Fee Surcharge (Flat Rate) \$ _____
Pass Accel Debit Network Annual Fee	<input type="checkbox"/> Yes <input type="checkbox"/> No	Accel Debit Network Annual Fee Surcharge (Flat Rate) \$ _____
Pass NACHA Unauthorized Entry Fee (Per Item) \$ _____		NACHA Unauthorized Entry Fee Surcharge (Per Item) \$ _____
		Other Fees (Other) \$ _____
		Other Fees (Other) \$ _____
<b>Commercial Card Interchange Service</b> <input type="checkbox"/> Yes <input type="checkbox"/> No With the Commercial Card Interchange Service, when transactions do not include any tax information we will compute the sales tax based on the applicable rate at your location to allow you to obtain the best interchange. When we compute the sales tax on your behalf, we will retain 50% of the interchange savings. If a transaction is fully or partially exempt, you should enter the tax amount (even if that amount is \$0.00) as CCIS applies your local tax rate to the full amount of transactions when the prompt is bypassed.		
DCC Chargeback Fee	Per Chargeback \$ _____	DCC Retrieval Fee Per Retrieval \$ _____
		DCC Transaction Fee Per Settlement \$ _____
<b>Security &amp; Compliance Fees</b>		
Clover Security Plus (Flat Rate per month) \$ _____		PCI Rapid Comply (Flat Rate per month) \$ _____
PCI Rapid Comply (Compliance) & Liability Waiver (Flat Rate per month) \$ _____		Merchant Opted Out <input type="checkbox"/> Yes
Data Protection Only (Flat Rate per month) \$ _____		Clover Security Essentials (Flat Rate per month) \$ 5 _____
Pass PCI Non Compliance Fee (Monthly) (Flat Rate) \$ _____		TransArmor Terminal (Flat Rate) \$ 5 _____
<b>Clover Fees</b>		
Main Street Insights Fee (per MID) (Flat Rate) \$ _____		Clover Go Monthly Fee (per MID) (Flat Rate) \$ _____
Wireless Monthly Service Fee (Flat Rate) \$ _____		Wireless Activation Fee (Flat Rate) \$ _____

Merchant Initials: \_\_\_\_\_



Miami Seaquarium

Merchant #: \_\_\_\_\_

**8. EQUIPMENT/THIRD PARTY INFORMATION**

Use any third party to store, process or transmit cardholder data?  Yes  No

If yes, identify the Third Party Processor used:  00 None  01 Yahoo  02 Authorize.net  03 Cybersource  04 Verifone  05 Merchant Link  06 Shift 4  
 08 FIS  09 Six Payment Services Corp  10 Verisign  99 Other (please specify) \_\_\_\_\_

**INTERNET GATEWAY:**  First Data Global Gateway  Other: \_\_\_\_\_

Wireless Network: \_\_\_\_\_

PC/Internet Software \_\_\_\_\_ Quantity \_\_\_\_\_  New  Rent  Purchase<sup>1</sup>  Lease<sup>2</sup>  Existing

Terminal Model \_\_\_\_\_ Quantity \_\_\_\_\_  New  Rent  Purchase<sup>1</sup>  Lease<sup>2</sup>  Existing

Printer Model \_\_\_\_\_ Quantity \_\_\_\_\_  New  Rent  Purchase<sup>1</sup>  Lease<sup>2</sup>  Existing

PIN Pad \_\_\_\_\_ Quantity \_\_\_\_\_  New  Rent  Purchase<sup>1</sup>  Lease<sup>2</sup>  Existing

<sup>1</sup> Clover Equipment Purchase Only: This is for information purposes only. Please refer to your equipment purchase agreement with TASQ Technology, Inc. for information and pricing and fees for your equipment or hardware. You are not purchasing equipment from Processor and you acknowledge and agree that Processor will have no obligation or liability relating to such purchase of equipment. Your purchase of equipment is subject to separate terms and conditions between you and the equipment seller.

<sup>2</sup> See Equipment Lease Agreement for the Terms and Conditions governing your leased equipment.

**Early Termination Fee \$ \_\_\_\_\_ The initial term of this Agreement is three years from the date of your approval by our Credit Department (the Initial Term). If you terminate this Agreement before the end of the then current term or otherwise stop processing your transactions with us, you will be charged this Early Termination Fee. After the Initial Term, subject to Part IV, Section A.3, this Agreement shall automatically extend for an additional period of one year each (each an Extended Term).**

**Merchant Initials** \_\_\_\_\_

**9. SIGNATURE(S)**

Client certifies that all information set forth in this completed Merchant Processing Application is true and correct and that Client has received a copy of the Program Guide and Confirmation Page, which is part of this Merchant Processing Application (consisting of Sections 1-9), and by this reference incorporated herein. Client acknowledges and agrees that we, our Affiliates and our third party subcontractors and/or agents may use automatic telephone dialing systems to contact Client at the telephone number(s) Client has provided in this Merchant Processing Application and/or may leave a detailed voice message in the event that Client is unable to be reached, even if the number provided is a cellular or wireless number or if Client has previously registered on a Do Not Call list or requested not to be contacted Client for solicitation purposes. Client hereby consents to receiving commercial electronic mail messages from us, our Affiliates and our third party subcontractors and/or agents from time to time. Client further agrees that Client will not accept more than 20% of its card transactions via mail, telephone or Internet order. However, if your Application is approved based upon contrary information stated in Section 5, Transaction Information section above, you are authorized to accept transactions in accordance with the percentages indicated in that section. This signature page also serves as a signature page to the TeleCheck Solutions Agreement appearing in the Third Party Section of the Program Guide, if selected, the undersigned Client being "You" and "Your" for the purposes of the TeleCheck Solutions Agreement.

By signing below, each of the undersigned authorizes us, our Affiliates and our third party subcontractors and/or agents to verify the information contained in this Application and to request and obtain from any consumer reporting agency and other sources, including bank references, personal and business consumer reports and other information and to disclose such information amongst each other for any purpose permitted by law. If the Application is approved, each of the undersigned also authorizes us, our Affiliates and our third party subcontractors and/or agents to obtain subsequent consumer reports and other information from other sources, including bank references, in connection with the review, maintenance, updating, renewal or extension of the Agreement or for any other purpose permitted by law and disclose such information amongst each other. Each of the undersigned furthermore agrees that all references, including banks and consumer reporting agencies, may release any and all personal and business credit financial information to us, our Affiliates and our third party subcontractors and/or agents. Each of the undersigned authorizes us, our Affiliates and our third party subcontractors and/or agents to provide amongst each other the information contained in this Merchant Processing Application and Agreement and any information received subsequent thereto from all references, including banks and consumer reporting agencies for any purpose permitted by law. It is our policy to obtain certain information in order to verify your identity while processing your account application.

As part of our approval, processing services, continuing fraud prevention and account review processes, the undersigned consents to the use of information gathered online or that you submit to us, and/or automated electronic computer security screening, by us or our third party vendors.

Client authorizes FDMS and Bank and their affiliates to debit Client's designated bank account via Automated Clearing House (ACH) for costs associated with equipment hardware, software and shipping.

You further acknowledge and agree that you will not use your merchant account and/or the Services for illegal transactions, for example, those prohibited by the Unlawful Internet Gambling Enforcement Act, 31 U.S.C. Section 5361 et seq, as may be amended from time to time, or processing and acceptance of transactions in certain jurisdictions pursuant to 31 CFR Part 500 et seq. and other laws enforced by the Office of Foreign Assets Control (OFAC).

**Client certifies, under penalties of perjury, that the federal taxpayer identification number and corresponding filing name provided herein are correct.**

**Client agrees to all the terms of this Merchant Processing Application and Agreement. This Merchant Processing Application and Agreement shall not take effect until Client has been approved and this Agreement has been accepted by FDMS and Bank.**

**Client's Business Principal/Officer:**

Signature X [Signature] Title President

Print Name of Signer Travis Burke Date 12/9/2021

Signature X \_\_\_\_\_ Title \_\_\_\_\_

Print Name of Signer \_\_\_\_\_ Date \_\_\_\_\_

Signature X \_\_\_\_\_ Title \_\_\_\_\_

Print Name of Signer \_\_\_\_\_ Date \_\_\_\_\_

**(Servicers): For First Data Merchant Services LLC and Wells Fargo Bank, N.A., (a member of Visa USA, Inc. and Mastercard International, Inc.)**

**X Signature** \_\_\_\_\_

**TELECHECK ACH AUTHORIZATION**

**ACH Debit and Credit Authorization:** Client authorizes its Financial Institution to pay and charge to its account the amount(s) due TeleCheck under this TeleCheck Agreement and to accept all credits and debits made to its account by TeleCheck via electronic funds transfer in connection with TeleCheck's services under this TeleCheck Agreement. This authorization shall remain in effect until (30) thirty days after revoked in writing.

Signature X \_\_\_\_\_ Print Name/Title: \_\_\_\_\_ Date \_\_\_\_\_

Authorized Signature on TeleCheck Account for ACH

**Personal Guarantee:** In exchange for First Data Merchant Services LLC, Wells Fargo Bank, N.A., (a member of Visa USA, Inc. and Mastercard International, Inc.), and TeleCheck Services, Inc. (the Guaranteed Parties) acceptance of, as applicable, the Agreement, and/or the Equipment Agreement and/or the TeleCheck/TRS Solutions Agreement, the undersigned unconditionally and irrevocably guarantees the full payment and performance of Client's obligations under the foregoing agreements, as applicable, as they now exist or as modified from time to time, whether before or after termination or expiration of such agreements and whether or not the undersigned has received notice of any amendment of such agreements. The undersigned waives notice of default by Client and agrees to indemnify the Guaranteed Parties for any and all amounts due from Client under the foregoing agreements. The Guaranteed Parties shall not be required to first proceed against Client to enforce any remedy before proceeding against the undersigned. This is a continuing personal guaranty and shall not be discharged or affected for any reason. The undersigned understands that this is a Personal Guaranty of payment and not of collection and that the Guaranteed Parties are relying upon this Personal Guaranty in entering into the foregoing agreements, as applicable.

**Personal Guarantee Signature X** [Signature] Print Name: Travis Burke Date 12/9/2021

**Personal Guarantee Signature X** \_\_\_\_\_ Print Name: \_\_\_\_\_ Date \_\_\_\_\_