

**SUBSTITUTE FORM W-9**

SOLE PROPRIETOR   
  C CORPORATION   
  S CORPORATION   
  PARTNERSHIP   
  UNINCORPORATED ASSOCIATION  
 TAX EXEMPT ORGANIZATION (INCLUDE DOCUMENTS THAT SUPPORT EXEMPT STATUS)   
  GOVERNMENT   
  TRUST   
  ESTATE  
 LIMITED LIABILITY COMPANY – TAX CLASSIFICATION (D=DISREGARDED ENTITY, C=C CORPORATION, S= S CORPORATION, P=PARTNERSHIP): (IF LLC, PLEASE INDICATE D, C, S OR P)

◆ LEGAL BUSINESS NAME\* :

\* NAME (OF BUSINESS) AS SHOWN ON YOUR BUSINESS INCOME TAX RETURNS. FOR SOLE PROPRIETORS, THIS SHOULD ALWAYS BE THE OWNER'S NAME.

◆ LEGAL BUSINESS ADDRESS (NO PO BOX):

OR    ▶ TIN (EMPLOYER ID #):

◆ CITY:

◆ STATE:

◆ ZIP CODE:

▶ TIN (SOCIAL SECURITY #):

**5 COMPANY REPRESENTATIONS AND CERTIFICATIONS**

Company Representations and Certifications. By signing below, the applicant company ("Company") and its representative(s) represent and warrant to Elavon, Inc. ("Elavon" or "Member" as applicable), with offices at 7300 Chapman Highway, Knoxville, TN 37920, (collectively, "we" or "us") that (i) all information provided in this company application ("Company Application") is true and complete and properly reflects the business, financial condition, and principal partners, owners, or officers of Company; and (ii) the persons signing this Company Application are duly authorized to bind Company to all provisions of this Company Application and the Agreement. Further, by signing below, Company and its representative(s) agree that Company is subject to the terms and conditions set forth in the Terms of Service ("TOS"), including when leasing equipment, and has had an opportunity to review such terms. **The TOS contains a mandatory and binding arbitration provision that affects Company's legal rights and should be reviewed prior to signing this document.** The signature by an authorized representative of Company on the Company Application, or the transmission of a Transaction Receipt or other evidence of a Transaction to us, shall be the Company's acceptance of and agreement to the terms and conditions contained in the Agreement including, without limitation, this Company Application, the TOS and the Operating Guide incorporated herein by this reference and located at our website at [https://www.merchantconnect.com/CWRWeb/pdf/TOS\\_ENG.pdf](https://www.merchantconnect.com/CWRWeb/pdf/TOS_ENG.pdf) and [https://www.merchantconnect.com/CWRWeb/pdf/MOG\\_Eng.pdf](https://www.merchantconnect.com/CWRWeb/pdf/MOG_Eng.pdf), respectively. If Company does not have access to view the TOS or Operating Guide at our website please contact our customer service center to obtain a copy and review prior to signing this document. Notwithstanding any non-receipt of the TOS or Operating Guide, Company agrees to comply with the Agreement, and all applicable laws, rules, and regulations including the rules and regulations of the Payment Networks, and understands that failure to comply will result in termination of processing services. Capitalized terms shall, unless otherwise defined in this Company Application, have the same meaning ascribed to them in the TOS and Operating Guide.

**IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT.** To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. This means we will ask for certain information and identifying documents to allow us to identify you. Company and its representative(s) authorize us prior to our acceptance of this Company Application and from time to time thereafter, to investigate the individual and business history and background of Company, each such representative and any other officers, partners, proprietors, and/or owners of Company, and to obtain credit reports or other background investigation reports on each of them that we consider necessary to review the acceptance and continuation of this Company Application. Company also authorizes any person or credit reporting agency to compile information to answer those credit inquiries and to furnish that information to us.

A PIN/PINLess Debit Enablement Service Fee will be collected for any Interchange and Assessment savings generated through debit routing on your monthly debit transactions for Interchange Plus customers only. This monthly fee will be calculated from your actual debit transaction volume and will be a percentage of your overall debit cost savings. The PIN/PINLess Debit Enablement Service Fee collected and the Interchange and Assessment savings will be reflected on your monthly statement.

This Company Application may be signed in one or more counterparts, each of which shall constitute an original and all of which, taken together, shall constitute one and the same Company Application. Delivery of executed counterparts of this Company Application may be accomplished by a facsimile transmission, and a signed facsimile or copy of this Company Application shall constitute a signed original.

Company understands that an authorization code is not a guarantee of acceptance or payment of a Transaction. Receipt of an authorization code does not mean that company will not receive a Chargeback for that Transaction.

**PCI Compliance and PCI Program Fee.** All companies, regardless of Transaction volume, must comply with the requirements of the Payment Card Industry Data Security Standard ("PCI DSS"). Elavon's monthly Standard PCI Program Fee for Level 4 companies (based on Transaction volume) is \$ \_\_\_\_\_. Any Level 4 company that validates PCI DSS compliance on an annual basis, with initial validation to occur no later than ninety (90) days after account approval, is eligible for the Discounted PCI Program Fee of \$ \_\_\_\_\_. **Merchants that have selected a SAFE-T solution:** Your price for the SAFE-T solution selected above is \$ \_\_\_\_\_, which includes the Discounted PCI Program Fee. You must validate PCI DSS compliance within ninety (90) days of account approval, and annually thereafter, to continue to receive the Discounted PCI Program Fee. **By signature below, Company acknowledges that if Company has not validated PCI DSS compliance within ninety (90) days of account approval, or in subsequent years on or before the anniversary date of account approval, Company will no longer be eligible for this discount and will be required to pay the full, undiscounted monthly Standard PCI Program Fee of \$ \_\_\_\_\_ until Elavon is provided with validation of PCI DSS compliance. If Company utilizes a SAFE-T solution and Company fails to validate PCI DSS compliance, Company acknowledges that the price of Company's SAFE-T solution will be adjusted to \$ \_\_\_\_\_ to reflect the loss of this discount.**

Company may be eligible for Data Breach Financial Assistance following account approval and PCI DSS compliance validation. See the PCI Compliance Program Overview in the Operating Guide for assistance details and conditions.

**Under penalties of perjury, Company certifies that:**

1. The number shown on this Company Application is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person,\*\*
4. The FATCA code(s) entered on this form (if any) indicating I am exempt from FATCA reporting is correct.

**American Express Acceptance Program (Acceptance Program).** If Company has elected to accept American Express® Transactions (as indicated in the Card Acceptance section of this Company Application), in addition to all other terms of this Agreement, Company agrees to the Acceptance Program terms of the TOS. By signing below or by accepting a Transaction initiated with an American Express® Payment Device, Company expressly authorizes Elavon to submit American Express® Transactions to, and to receive settlement funds from, American Express on Company's behalf. Company further authorizes Elavon to provide Company's contact information to American Express, and Company agrees that American Express may use and share such contact information for its business purposes and as permitted by applicable Laws, including to communicate with Company regarding products, services, and resources available to Company's business. American Express's use of the email address and mobile phone number provided above is subject to the consent to such use as indicated in Section 1 of this Company Application. Consent to American Express's use of contact information for such communications may be withdrawn at any time by contacting our customer service center. Even if consent is withdrawn, Company may still receive messages related to important information about Company's account from American Express. Company or Elavon may terminate Company's acceptance of American Express® Payment Devices at any time, with or without cause, without affecting Company's rights and obligations pursuant to the remainder of this Agreement. Company acknowledges that, if at any time Company is no longer qualified to participate in the Acceptance Program, Company may be enrolled in the standard American Express® card acceptance program, which may have different terms and conditions than the Acceptance Program, and Company's acceptance of American Express® Payment Devices pursuant to this Agreement will be terminated. Company acknowledges that American Express is an intended third-party beneficiary of this Agreement, solely with respect to the terms and conditions applicable to Company's acceptance of American Express® Payment Devices, and that American Express has the right to enforce such terms and conditions directly against Company.

\* By signing this document below you are agreeing on behalf of the Company to a mandatory binding arbitration provision set forth in the TOS and expressly incorporated herein.  
 \*\*The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding. In addition, by signing this Company Application, you hereby certify that to the best of your knowledge, the information provided about you, the name and address provided for the above named Company, and the information provided about the beneficial owner(s) and/or the individual with control over the above named Company is complete and accurate.

◆ SIGNATURE: X	◆ PRINTED NAME:	◆ TITLE:	◆ DATE:
SIGNATURE: X	PRINTED NAME:	TITLE:	DATE:

**6 PERSONAL GUARANTY**

As a primary inducement to us to accept this Company Application, the undersigned Guarantor(s), by signing the Company Application, jointly and severally, unconditionally and irrevocably, guarantee the continuing full and faithful performance and payment by Company of each of its duties and obligations to us (including, without limitation, Chargebacks and obligations in connection with Leased Equipment, if applicable) pursuant to the Company Application and Agreement, as may be amended from time to time, with or without notice. Guarantor(s) understand further that we may proceed directly against Guarantor(s) without first exhausting our remedies against any other person or entity responsible therefore to them or any security held by us or Company. This guarantee will not be discharged or affected by the death of the Guarantors, will bind all heirs, administrators, representatives and assigns and may be enforced by or for the benefit of any of our successors. Guarantor(s) understand that the inducement to us to accept this Company Application is consideration for the guaranty and that this guaranty remains in full force and effect even if the Guarantor(s) receive no additional benefit from the guaranty. The undersigned hereby directs any consumer reporting agency to furnish a consumer credit report that relates personally to the undersigned upon the request of Elavon or any of its designees, successors or assigns and agrees that all parties involved are in compliance with the Fair Credit Reporting Act. If leasing equipment, Company understands they are personally responsible for making all monthly payments due under the lease and that any failure to pay all amounts when due may result in additional charges, potential damage to my credit rating and/or legal action against me to collect both past and future payments owed under the lease.

▶ SIGNATURE: X	▶ PRINTED NAME:	▶ DATE:
SIGNATURE: X	PRINTED NAME:	DATE:

**◆ SUBMITTED BY (INTERNAL USE ONLY)**

To the best of my knowledge, I certify that the information provided in this Company Application was provided by the Company and is true, complete and accurate. I further certify that the signatures were provided by the Company's owner(s) or officer(s), as appropriate.

◆ PRINTED NAME:	◆ REP ID #:	◆ DATE:
◆ REP PHONE #:	◆ REP EMAIL:	USA-MSP-ELV-0720