



1508 Texas Ave.
Lubbock, Texas 79401
Phone: (806) 687-1508

Online Application Reference #: 49607-() -

MERCHANT/AGENT APPLICATION

Please choose ALL of the products that you wish to apply for with this application.

Walk-In Bill Payment Acceptance International Money Transfer Prepaid Debit Card Cash Loading Prepaid Airtime
(User Compliance Training Included) (User Compliance Training Included)

Office Use Only	Merchant/Agent ID #:	Location ID #:	New Merchant/Agent (Complete All Sections, All Signatures)
	Sales Organization Name:	ID#:	Additional Location (Complete I, IV, V, Principal Signatures, VII, IX, Bank Verification document (if bank account in Section IV has not been verified.))
	Sales Agent Name:	ID#:	

I. BUSINESS INFORMATION

Name of Location:		Exact Legal Company Name (Corporate Office):	
Location Address:		Legal Address:	
City, State, Zip:		City, State, Zip:	
Location Contact First Name and Last Name:	Location Phone #:	Corporate Contact First Name and Last Name:	Corporate Phone #:
E-Mail Address:	Fax #:	E-Mail Address:	Fax #:

II. MERCHANT/AGENT PROFILE

Legal Business Type: (Choose One):			
C-Corp	S-Corp	Limited Liability Company	Partnership Non-Profit Proprietorship
Years in Business: Years: Months:	Length Current Owner:	Hours of Operation:	Local Time Zone:
Describe the Business:			
Federal ID #:	State ID #:	Sales Tax ID #:	

III. OWNERS OR OFFICERS (additional Owners or Officers may be added on page 3)

Principal #1 First Name and Last Name: (print)	Equity Ownership %:	Principal #2 First Name and Last Name: (print)	Equity Ownership %:
Social Security Number:	Home Phone Number:	Social Security Number:	Home Phone Number:
Residence Address:		Residence Address:	
City/State/Zip:	DOB:	City/State/Zip:	DOB:
Driver License:	State:	Driver License:	State:

IV. BANK INFORMATION (used to debit payments and processing fees)

Name of Merchant/Agent's Bank:	Bank Contact First Name and Last Name:	Bank Phone #:
Name on Account:	Authorized Signer(s) on Account:	
Address on Account: (if different from Business Information)		City/State/Zip:
Account Type: Checking Savings	Routing/ABA #:	DDA/Account #:

V. TRADE REFERENCES

Trade References (One is Required)	Trade Reference:	Contact First and Last Name:	Account No.:	Phone No.:
	Trade Reference:	Contact First and Last Name:	Account No.:	Phone No.:
	Trade Reference:	Contact First and Last Name:	Account No.:	Phone No.:

VIII. COMMENTS / SPECIAL INSTRUCTIONS

Comments/Instructions:

IX. POINT OF SALE MATERIAL NEEDS

POS Material is available in English or Spanish. Please check the box next to the kit that you would like to have sent to this Merchant/Agent location.

I would like to have the **ENGLISH** signage kit sent to this payment location.

I would like to have the **SPANISH** signage kit sent to this payment location.

I would like to have **BOTH THE ENGLISH AND SPANISH** signage kit sent to this payment location.

I **DO NOT** want a signage kit sent to this payment location.

X. REQUIRED DOCUMENTS WORKSHEET

- _____ 1. A properly completed/signed "**Merchant/Agent Application for Services**" Packet (including merchant's initials at bottom of each page.)
- _____ 2. **Bank Account Verification** document delivered to Merchant/Agent's bank or the last 3 months of complete bank statements excluding the check image copies.
- _____ 3. Copy of city, county, state license or State's **Certificate of Good Standing**.
- _____ 4. Copy of the **driver's license** of the person(s) signing the application.
- _____ 5. To ensure account security, please provide a **voided check** from the bank account to be used by applicant for daily processing.
- _____ 6. If a Corporation or LLC, copy of **Articles of Incorporation/Organization**; or a copy of the State's stamp dated acknowledgement.
- _____ 7. List of principal officers/members and their percentages of ownership.
- _____ 8. **Personal guaranty** will be required except in the case of government and publicly owned entities. (Guaranty form on application.)
- _____ 9. Charitable organizations must provide **IRS Letter** and **most recent annual financial report**. (No Guaranty required.)

XI. ADDITIONAL OWNERS OR OFFICERS

Principal #3 First Name and Last Name: (print)	Equity Ownership %:	Principal #4 First Name and Last Name: (print)	Equity Ownership %:
Social Security Number:	Home Phone Number:	Social Security Number:	Home Phone Number:
Residence Address:		Residence Address:	
City/State/Zip:	DOB:	City/State/Zip:	DOB:
Driver License:	State:	Driver License:	State:

Principal #5 First Name and Last Name: (print)	Equity Ownership %:	Principal #6 First Name and Last Name: (print)	Equity Ownership %:
Social Security Number:	Home Phone Number:	Social Security Number:	Home Phone Number:
Residence Address:		Residence Address:	
City/State/Zip:	DOB:	City/State/Zip:	DOB:
Driver License:	State:	Driver License:	State:

The entire completed and signed application packet should be faxed to the Service Center at:

All originals with Merchant/Guarantor signature(s) should be mailed to:

FEE SCHEDULE ADDENDUM

ORDINARY & STANDARD FEES

Setup Fee:	
Application Fee:	
Processing Fee:	Submit a check made payable to EmpaSys.
Risk Pool Funding Fee:	Risk Pool Funding Information: Initial debit will occur after first 90-days. Annual debits will occur on Merchant/Agent's anniversary date thereafter.

Walk-In Bill Payment Acceptance (If box is checked, fees below are applicable.)

WALK-IN BILL PAYMENT ACCEPTANCE FEES

In-Network Wholesale Transaction Fee:	In-Network Transaction Defined: In-Network payments are made to billers that have an electronic transaction processing relationship with EmpaSys.
Out-of-Network Wholesale Transaction Fee:	Out-of-Network Transaction Defined: Out-of-Network payments are made to new billers and billers without prior electronic relationships with EmpaSys. Vista Bank Money Orders are printed and mailed with payment.
Just-In-Time Wholesale Transaction Fee:	Just-In-Time Transaction Defined: Just-In-Time payments accepted for billers participating in the "same day" bill payment acceptance program.

International Money Transfer (If box is checked, revenue percentage below is applicable.)

INTERNATIONAL MONEY TRANSFER

Merchant/Agent Revenue per Transaction:	International Money Transfer commissions to the Merchant/Agent are calculated as a percentage of the retail rate charged to the consumer at the time of the transaction. Merchant/Agents retain their commission daily.
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Prepaid Debit Card Cash Loading (If box is checked, fees below are applicable.)

PREPAID DEBIT CARD CASH LOADS

Debit Card Loading Transaction Fee:	Prepaid Debit Loading Information: All prepaid debit cards loaded through the EmpaSys system are the same rate. Merchant/Agents retain their commission daily.
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Prepaid Airtime (If box is checked, discount rates below are applicable.)

PREPAID AIRTIME

Merchant receives discounted rate for each transaction	Prepaid Airtime Information: Every Airtime item has a unique merchant discounted rate in the EmpaSys system. No EmpaSys transaction fees are charged on Airtime transactions.
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The undersigned certify that they have read and understand this Fee Schedule Addendum.

X _____
Signature (Principal #1) (Title is required below)

X _____
Signature (Principal #2) (Title is required below)

X _____ / _____
Title (Principal #1) Date

X _____ / _____
Title (Principal #2) Date

Merchant/Agent Service Agreement

THIS SERVICE AGREEMENT ("Agreement") is entered into by and between the Merchant/Agent ("Merchant/Agent") and Vista Bank, Ralls, Texas, ("Company") a bank chartered in the State of Texas located at 901 Main St., Ralls, Crosby County, Texas 79357.

WHEREAS, Company is willing to provide certain services to Merchant/Agent, as set forth herein, to enable Merchant/Agent to accept payments from its customers for the purpose of transferring said payment from the customer to a commercial enterprise or from the customer to their prepaid debit card or from the customer to a private individual in another country, all in accordance with the terms and conditions set forth in this Agreement;

WHEREAS, Company's service is provided to Merchant/Agent by use of Company's software installed on a computer at Merchant/Agent's location, or by access to a software application via the Internet.

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties agree to the following:

1. Company agrees to transfer payments tendered to Merchant/Agent by its customers, authorized by Merchant/Agent's customer, and as directed by the Merchant/Agent using the services of Company for the purpose of paying bills, loading prepaid debit cards, or transferring money to another country as described above.
2. **Operating Rules and Guidelines.** Merchant/Agent agrees to comply with all existing and future Operating Rules and Guidelines ("Rules") issued by Company for processing said transactions, all of which Rules are expressly incorporated herein by reference and made a part of this Agreement as an addendum as if they were set forth herein. Periodic updates to the Rules will be forwarded to all Merchant/Agents as updates are needed or posted on the administration pages of the services site. Merchant/Agent further agrees to comply with all applicable state or federal laws, rules and regulations affecting the transfer of funds between parties, whether transfers are made by the use of checks, drafts and electronic transactions via the Automated Clearing House ("ACH") as it may pertain to the services described herein including, but not limited to, rules and procedural guidelines established by the Federal Trade Commission ("FTC"), the National Automated Clearing House Association ("NACHA"), MasterCard International and its Remote Payment and Presentment Service ("RPPS") as it may pertain to the services described herein .
3. **Bank Account, Transaction Authorization.** It is necessary that Merchant/Agent maintain a commercial checking account ("Merchant/Agent's Account") with a financial institution approved by Company. This account will be used to debit amounts due Company and deposit amounts due Merchant/Agent. Merchant/Agent hereby authorizes Company to initiate debit or credit entries to Merchant/Agent's business checking account as needed to facilitate the services described. The authority to make the necessary transactions is to remain in full force and effect until (i) Company has received written notification from Merchant/Agent of Merchant/Agent's termination; and (ii) all obligations of Merchant/Agent to Company that have arisen under this Agreement have been paid in full.
4. **Fees.** Merchant/Agent agrees to pay Company fees for Company's services in accordance with the aforementioned Operating Rules and Guidelines and Fee Schedule addendum, and on any other subsequent schedule promulgated by Company. Merchant/Agent authorizes Company to electronically debit Merchant/Agent's Account through the ACH network for fees or other amounts due Company for services rendered to Merchant/Agent.
5. **Price Changes.** Company may change any price by giving written notice to Merchant/Agent.
6. **Term of Contract.** The term of this Agreement will be twelve (12) months beginning on the date Company accepts this Agreement. The term will be extended for additional twelve (12) month periods unless canceled by either party at least 30 days prior to the end of the term.
7. **Contract Addendums.** Merchant agrees to any and all adjustments to this agreement, made a part of this Agreement as an addendum signed by all Parties, as if they were set forth herein.
8. **Termination.** In the event that either party breaches any provision of this Agreement, the non-breaching party may terminate this Agreement in writing. Merchant/Agent is responsible for the fees for all payment transactions requested prior to termination, if such transactions are processed by Company. Termination of the Agreement will be effective only after any funds due Merchant/Agent or Company are paid and all accounts are settled.
9. **Termination or Access Restriction.** Company reserves the right, in its sole discretion, to terminate or restrict access to Company's services, or any portion thereof at any time, without notice. Contract may be terminated at any time by Merchant/Agent, with a 30 day written notice to Company.
10. **Authority.** Each party to this Agreement hereby represents and warrants to the other that it has the full right, power, and authority to enter into and to perform the obligations in this Agreement in accordance with all of the terms, provisions, covenants and conditions hereof, and that the execution and delivery of this Agreement has been duly authorized by requisite action.
11. **Special Events.** In the event a party to this Agreement shall cease to conduct business, becomes insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or assets, or shall avail itself of, or become subject to, any proceeding under the Federal Bankruptcy Laws or any statute of any state relating to insolvency or the rights of creditors, then, at the option of the other party hereto, this Agreement shall terminate and be of no further force and effect, and any property or rights of the other party, tangible or intangible, shall forthwith be returned to it.
12. **Audit.** Company shall have the right to audit Merchant/Agent and Merchant/Agent's records regarding all transactions handled pursuant to this Agreement. If Company discovers that Merchant/Agent is not complying with Company's rules and procedures or any state or federal laws, then Company may terminate this Agreement immediately.
13. **Force Majeure.** Each party hereto will be excused from performance hereunder when and to the extent that it is prevented from performance by, but not limited to, the following: computer failure, utility or communications breakdown; inability to operate or obtain service for its equipment; fire; and act of God; or any act of a third party beyond its control provided that it takes all steps reasonably practical and necessary to effect prompt resumption of its respective responsibilities set forth hereunder in full or in part.
14. **Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Venue for any cause of action shall lie in Crosby County. The parties agree to mediate any disputes prior to litigation.
15. **Severability.** Should any of the provisions of this Agreement be invalid, such invalidity shall not affect the validity of the remaining provisions.
16. **Representations and Warranties.** Merchant/Agent represents and warrants to Company that all information and statements contained in this Agreement are true, correct and complete. Merchant/Agent further agrees to notify Company promptly of any and all changes which may occur from time to time regarding any information contained in this Agreement, including but not limited to the identity of principal owners, Merchant/Agent's e-mail address, and changes in the bank for Merchant/Agent's commercial checking account. Merchant/Agent shall be and remain fully liable to Company for any and all losses, costs and expenses suffered or incurred by Company arising out of or resulting from Merchant/Agent's failure to report all such changes to Company in accordance herewith.
17. **Assignment.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereunder and their representatives, successors and assigns. This Agreement may not be assigned, directly or indirectly, without the prior written consent of Company.
18. **Attorney's Fees and Costs.** The non-prevailing party, in any dispute, shall indemnify and reimburse the prevailing party for any and all attorney's fees and other costs and expenses paid or incurred by the prevailing party in the enforcement hereof.
19. **Performance by Company.** Merchant/Agent agrees that it will not have any claim against or right to receive payment from Company other than those amounts that may be due Merchant/Agent in the normal course of business as described herein. Merchant/Agent further acknowledges that use of this service carries no guarantees, either implied or actual. Company agrees to use reasonable care in processing transactions under this Agreement.
20. **Indemnification of Company.** All disputes between Merchant/Agent and its customer's relating to any transaction shall be settled between Merchant/Agent and customer. Merchant/Agent agrees to indemnify and hold Company harmless from any claim, liability, loss or expenditure relating to any such transaction.
21. **Non-Disclosure and Confidentiality.** Merchant/Agent shall not disclose confidential information about this service pertaining to Merchant/Agent's customers or about Company to any third party. Should Company provide Merchant/Agent with other payment related services provided by Company requiring confidential customer information Merchant/Agent, in an area limited to selected personnel, and prior to discarding, shall destroy in a manner rendering data unreadable all material containing account information after it has been retained for a period specified by all applicable rules and regulations specified in this Agreement.
22. **Guarantor.** If Merchant/Agent is a business entity which limits personal liability, then the undersigned, as a Guarantor, agrees to guarantee payment by Merchant/Agent. Said Guarantor also agrees to any modifications or renewals of this Agreement by the parties. Guarantor hereby agrees to be bound by all the terms and conditions of this Agreement and assumes all liabilities of Merchant/Agent created by this Agreement.
23. Any other agreement between Company and Merchant/Agent shall not affect the terms of this Agreement. No modification or amendment of this Agreement shall be effective unless in writing and signed by all parties.
24. **Unlawful or Prohibited Use.** As a condition of Merchant/Agent's use of the Company's website(s) and/or service(s), Merchant/Agent will not use the Company's website(s) and/or service(s) for any purpose that is unlawful or prohibited by this Agreement. Merchant/Agent may not use the Company's website(s) and/or service(s) in any manner that could damage, disable, overburden, or impair any of the Company's website(s) or service(s), or the network(s) connected to and of the Company's website(s) and/or service(s), or interfere with any other party's use and enjoyment of any of the Company's website(s) and/or service(s). Merchant/Agent may not attempt to gain unauthorized access to any of the Company's website(s) and/or service(s), other accounts, computer systems or networks connected to any of Company's Site(s)/Service(s), through hacking, password mining or any other means. Merchant/Agent may not obtain or attempt to obtain any materials or information from the Company's website(s) and/or service(s) without the Company's consent.

Merchant/Agent Operating Rules and Guidelines – as of July 2006

This is an addendum to the Merchant/Agent Service Agreement (“Agreement”), the signer of which agrees to the following as referenced in item #2, “Operating Rules and Guidelines” and item #4, “Fees”, of that Agreement.

For the purposes of this document, the following are definitions of the terms used herein:

- **“Merchant/Agent”** refers to a business enterprise acting as a bill payment or prepaid loading station to receive customer payments.
- **“Company”** refers to the Bill Payment Service Center; the Processor of the electronic bill payment and prepaid loading service.
- **“Biller”** refers to the company that has sent to a consumer a bill or statement for goods or services rendered.
- **“Provider”** refers to the company that provides prepaid debit cards.
- **“Customer”** means any individual who tenders cash or other consideration to an approved Merchant/Agent with the intent of paying a bill or statement for goods or services rendered to the Customer by a Biller.
- **“System”** refers to the electronic bill payment, prepaid debit card loading, and money transfer web based software.
- **“Receipt”** refers to a document printed by Merchant/Agent upon receipt of value for bill payment, prepaid debit card load, or money transfer confirming the payment amount and biller or provider information.
- **“Processor”** refers to the Payment Service Center, the servicing entity for the electronic bill payment, prepaid loading, and money transfer service.
- **“Bank”** refers to Vista Bank, the owner of the electronic bill payment, prepaid debit card loading, and money transfer service known as EmpaSys.
- **“Compliance Training”** refers to training that is required by each and every user of the System at a Merchant’s location. This Compliance Training is required annually and is only required when offering the prepaid debit card loading service and the money transfer service at that specific Merchant location.

As a Merchant/Agent, the signer and their organization agree to:

1. Provide Customer a copy of the **Terms and Conditions** document that is printed by the software when entering new Customer payment;
2. Accept payments from individuals who want to pay a Biller for goods or services rendered, load funds onto a participating prepaid debit card, or send money via money transfer, and enter them immediately into the system.
 - Holding a Customer’s payment and delaying the entry of this information into the system will cause an unnecessary delay in the forwarding of the Customer’s funds.
 - Merchant/Agents will be responsible to the Customer for related fees and consequences resulting from a delayed entry of the Customer’s payment.
 - Merchant/Agents may be suspended for holding customer payments and not immediately entering them into the System.
3. Print and present to Customer a **Receipt** for each payment received from Customer at the time of payment;
4. Accept cash or any other legal means of remuneration as payment toward any amounts due, loaded, or transferred by Customer.
5. Maintain a bank transaction account at a bank that is a member of the Federal Deposit Insurance Corporation from which transaction fees and amounts can be debited for transfer to the respective Customer’s Biller or Provider.
6. **An administrative fee of \$100 and a return fee of \$25 plus tax will be assessed to the Merchant/Agent per each occurrence if funds are not available when the Company presents any debit transaction to the Merchant/Agent’s account.** Processor has a **“zero-tolerance”** policy on unfunded debits. Each Merchant/Agent location utilizing an account that is in default will be disabled immediately and will be required to communicate with the Bank if they wish to be reactivated **after** funds and fees are received.
7. Display the appropriate signage, stickers, logos or any other indicator of the service as supplied or made available by the Company. (See signage note below also.)
8. Add a Biller to the System when a Biller is not already a participant in the System.
9. Add a Customer to the System the first time a Customer pays a bill, loads a card, or transfers money using the System. Adding a Customer requires the entry of the following information and adherence to the following procedure(s):
 - Customer name exactly as it appears on the Customer’s bill or statement.
 - Customer complete address.
 - Customer telephone number.
 - Customer account number, card number, or personal information.
 - Customer email address, if available.
10. Be entitled to increase at Merchant/Agent’s discretion the retail fee to the Customer, if desired.
11. Be entitled to assess any other Customer related fees, if desired. Company is not responsible for reimbursement to Customer or Merchant/Agent for any such fees. Merchant/Agent will be required to settle Customer complaints regarding these fees at the Merchant’s discretion.
12. Agree to pay any and all Merchant/Agent setup fees as shown on the application.
13. Pay a fee per transaction submitted through System as indicated on the application, unless otherwise dictated by Company;
14.

This fee is separate from the NSF Administrative and Return fee shown

above. **NOTE: If, however, Merchant/Agent funds are not available and return NSF during the first 90-days of processing, the initial risk pool funding will immediately be debited from the Merchant/Agent’s account.**
15. Agree to pay an annual amount to the risk pool, as described on the application, per bank account for each year thereafter, billed on the anniversary date, unless it is determined by Company that an increased amount is required to cover transaction risk.
16. Pay any other fees as agreed between the parties to this Agreement.
17. **Ensure that each and every individual user of the System has their own user ID and password to the System and that those user ID’s and passwords are not shared.**
18. Ensure that each and every individual user of the System that will be providing the prepaid debit card loading service and/or the money transfer service complete the annual BSA/AML online training prior to accepting funds from Customers for these services.

NOTE: Merchant/Agent is NOT authorized to post signs or notices within their payment locations that advertise the acceptance of any specific Biller’s bill payments unless you have been granted permission to do so by that Biller directly. Additionally, you are not authorized to use any specific Biller names or logos without each Biller’s express permission.



Bank Account Verification
 Verification Fax Number: (806) 687-4742
 Bank Admin Office Phone: (806) 687-1508

Applicant Instructions: Complete section 1, sign and immediately deliver this form to YOUR BANK for verification of an account that is at least six months old.

Bank Instructions: Complete this document (sections 2 and 3), sign and fax to Vista Bank's verification fax number above or mail to: **Vista Bank, 1508 Texas Ave., Lubbock, Texas 79401**

1. Applicant Information (from page 1 of the Merchant/Agent Application for Services)	
Applicant Name:	Company Name:
Bank Name:	Bank Phone:
Account Numbers:	Account Type: (Check all that apply) <input type="checkbox"/> Business <input type="checkbox"/> Personal

I authorize Bank and Bank Official(s) to release the information requested on this form to Vista Bank and transmit same by facsimile as indicated.

X _____
 Signature (Applicant/Bank Customer)

X _____
 Date

ATTENTION BANK OFFICIAL:

Please complete the following information for **all accounts** for the referenced applicant.

2. Deposit Accounts	3. Loan Accounts
EARLIEST Date Opened:	EARLIEST Date Opened:
Rating: <input type="checkbox"/> Satisfactory <input type="checkbox"/> Generally Satisfactory <input type="checkbox"/> Unsatisfactory	Rating: <input type="checkbox"/> Satisfactory <input type="checkbox"/> Generally Satisfactory <input type="checkbox"/> Unsatisfactory
Average COMBINED Balance:	Current COMBINED Balance:
NSF's in Previous 12 Months:	High COMBINED Credit:

Comments: _____

 Signature (Bank Official)

 Printed Name & Title (Bank Official)

 Direct Phone Number (Bank Official)

 Date

Thank you for your assistance.

***** Notice *****

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