

In the Subject Line of your email look for "Please DocuSign etc.."

Please DocuSign this Merchant Application sent by MONECK.com to Merchant Inbox x

 **Moneck Payment Solutions via DocuSign** <dse_na2@docusign.> 4:35 PM (16 minutes ago)
to Moneck x





Click Review Document

Moneck Payment Solutions sent you a document to review and sign.

REVIEW DOCUMENT

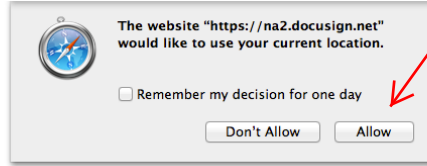
Moneck Payment Solutions
br@moneck.com

Credit Card Processing Application: Do your best to fill it out and contact us with any questions along the way.

Please Review & Act on These Documents



Moneck Payment Solutions
Moneck



1. Click Allow



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Please review the documents below.

CONTINUE

OTHER ACTIONS ▾



Please Review & Act on These Documents



Moneck Payment Solutions
Moneck



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Please review the documents below.

2. Click Continue

CONTINUE

OTHER ACTIONS ▾

Please review the documents below.



NEXT

1. Fill out all fields highlighted in Red.
2. Put "N/A" or "." in any fields that are not applicable.
3. Make sure All Red Highlighted boxes have text or a numerical entry.

BUSINESS NAME (S)	
Corporate or Legal Name	No. Locations
Corporate Address	Doing Business At
City	State
Telephone Number	Fax Number
Federal Tax ID	Contact Person
MERCHANT PROFILE	
Type of Ownership	Type of Goods Sold
Length of Ownership	Business Established In:
CREDIT CARD TRANSACTION PROFILE	
Retail	On Premise Sales
Restaurant w/Tip	Off Premise Sales
Lodging	Mail Order
Trade/Craft Shows	Telephone Order
Internet	Internet
Service	
OWNERS AND OFFICERS	
Name (1)	Title
SSN	Equity Ownership
Name (2)	Title
SSN	Equity Ownership
BANK REFERENCE	
TRADE REFERENCE	
TRADE REFERENCE	
TRADE REFERENCE	
TRADE REFERENCE	
MERCHANT SITE INSPECTION REPORT	



CHOOSE

1. Choose the appropriate answer.
2. Each section with a circle needs to be completed.

Federal Tax ID	Contact Person	Email Address	Mail To:
12-1234567	Joe Smith	merchant@merchant.com	Corporate location
MERCHANT PROFILE		PROCESSING HISTORY	
Type of Ownership	Type of Goods Sold	Has the business or any associated owner ever been terminated as a VISA®/MasterCard®/Discover® merchant?	
Length of Ownership	Business Established In:	Do you currently accept VISA®/MasterCard®/Discover®? If YES, please submit 3 most current monthly statements.	
CREDIT CARD TRANSACTION PROFILE		Are there third parties/payment applications involved with your payment process? If YES, identify.	
Retail	On Premise Sales	Is your business PCI compliant?	
Restaurant w/Tip	Off Premise Sales	Has your business had any ongoing or prior data compromise investigations?	
Lodging	Mail Order	Additional Services	
Trade/Craft Shows	Telephone Order	Merchant Number	
Internet	Internet	American Express	
Service		Diners Club	
OWNERS AND OFFICERS			

... privilege... Agreement, nor shall any single or partial exercise of any right, remedy, power or privilege with respect to any occurrence be construed as a waiver of such right, remedy, power or privilege with respect to any other occurrence. No waiver by a party hereunder shall be effective unless it is in writing and signed by the party making such waiver, and then such waiver shall apply only to the extent specifically stated in such writing.

24. Entire Agreement. This Agreement, including the Application and any other documents executed in conjunction herewith, constitutes and expresses the entire agreement and understanding between the Merchant, Bank and EMS with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings, inducements, or conditions, by Bank, EMS or its sales representative, whether expressed or implied, oral or written. Neither this Agreement nor any portion or provision hereof may be changed, waived or amended orally or in any manner other than by a writing specifically identified as such and signed by the authorized representatives of Bank and EMS. This Agreement is not effective and may not be modified in any way without the express written consent of Bank. Merchant and Guarantor(s) acknowledge and agree (i) that this Agreement is made as part of a transaction solely for business and commercial purposes and is not primarily for personal, family, or household purposes, and (ii) that Bank, EMS and Merchant are "business association(s)" as defined in Ohio Revised Code Section 169.01(B)(2).

25. Assignment and Delegation. This Agreement may be assigned by Bank. EMS may subcontract, license, assign, license, franchise, or in any manner extend or transfer to any third party any right or obligation set forth herein but only as may be approved by Bank and permitted under the Rules. This Agreement may not be assigned by Merchant without Bank's and EMS's prior written consent and any purported assignment without such consents shall be void. This Agreement shall be binding on the parties and their permitted heirs, executors, and assigns. Bank (and EMS, if and to the extent permitted under the Rules) reserves the right, in its discretion, to delegate or assign to third parties the performance of certain of Bank's (or EMS's, if applicable) voting or settlement obligations to Merchant. The relationship of Bank, EMS and Merchant is solely that of independent parties contracting for services.

26. Disputes, Governing Law, Jurisdiction, and Venue. Bank and EMS shall have the absolute right to initiate or defend any and all disputes arising from this Agreement with Merchant. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio. In the event of a claim by Bank and/or EMS for the failure of a Merchant to pay any Chargebacks, fees, settlement costs or other amounts due hereunder, Merchant and guarantor(s) of Merchant's obligations and duties hereunder agree that personal jurisdiction and exclusive venue of any such claim shall lie in the federal or state courts of Cuyahoga County, Ohio, and Merchant and any guarantors do each hereby waive all objections to said jurisdiction and agree to submit thereto. Each party is responsible for its own costs and expenses, except that Merchant and/or guarantors shall be liable jointly and severally for all costs and expenses of Bank and EMS (including attorneys fees in connection with the enforcement of this Agreement), as a result of any breach or the collection of any sums due to Bank or EMS hereunder. In connection with any claim by Bank and/or EMS for the failure of a Merchant and/or guarantor(s) to pay any Chargebacks, fees, settlement costs or other amounts due hereunder, Merchant and guarantor(s) hereby waive any right to assert any counterclaim or affirmative defense for set off or other relief against Bank and/or EMS, it being the parties' intention that any such counterclaims are subject to arbitration in accordance with the procedures set forth in Section 27 and that no such arbitration proceeding shall be commenced until after a final unappealed judgment is entered in the court proceedings. The parties hereby waive any right to trial by jury in connection with any dispute between them. Any claims concerning errors in the Fees charged hereunder must be made in writing within six months of the occurrence of the error on which the claim is based, and must specify the grounds for the claim. No such claim for Fees charged hereunder may be filed for Arbitration or in Court until thirty days after a written claim for such was first timely made.

27. Arbitration. Except as expressly provided in Section 26, any claim or dispute arising out of or related to this Agreement shall be finally resolved by final and binding arbitration. Whenever a party shall decide to institute

30. Privacy. Merchant acknowledges that it has read, understood, and hereby accepts EMS' Privacy Policy which is posted online at www.emscorporate.com/privacypolicy.

31. Survival. All representations, warranties and covenants shall survive the termination of this Agreement.

32. Construction. The captions contained in this Agreement are for the convenience of the parties and shall not be construed or interpreted to limit or otherwise define the scope of this Agreement.

33. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, such counterparts to constitute but one and the same instrument.

34. Exclusive Agent. For purposes of this Agreement and performance of the Services by EMS, (a) EMS is the exclusive agent of Bank, (b) Bank is at all times and entirely responsible for and in control of EMS's performance hereunder, and (c) Bank must approve, in advance, any fee to or obligation of Merchant arising from or related to performance of this Agreement.

35. Default Interest Rate. Merchant agrees that all amounts due and payable by Merchant to Bank or EMS under this Agreement shall accrue interest at the rate of one and one-half percent (1.50%) per month, or the maximum interest rate permissible under law, whichever is lesser, beginning as of date due and continuing following any judgment obtained by Bank or EMS against Merchant until paid in full.

36. Financial Accommodation. The acquisition, processing and settlement of Transactions is a financial accommodation and, as such, in the event Merchant becomes a debtor in bankruptcy, this Agreement cannot be assigned or enforced and Bank and EMS shall be excused from performance hereunder.

This Agreement shall be effective only upon acceptance and signature by Bank and EMS. Any application fee paid to Bank or EMS is nonrefundable whether or not Merchant and this Agreement are accepted by Bank and EMS.

Corporate Name Here	
By: Merchant Name (Print) SIGN	12/22/2014
Authorized Signature	Date
Principle Name	
Authorized Signer's Name (Print)	
Its: Owner	
Principle Name	12/22/2014
Guarantor	Date
Guarantor	Date

1. Click each section labeled "Sign" or "Initial"

SIGN



1. Confirm your name & Initials

Adopt Your Signature

Confirm your name, initials, and signature.

Full Name

Moneck Payment Solutions

Initials

MPS

Select Style

Draw

Preview

DocuSigned by:
Moneck Payment Solutions
EEDA6884F4B2489...

DS
MPS

[Change Style](#)

By clicking Adopt and Sign, I agree that the signature and initials will be the electronic representation of my signature and initials for all purposes when I (or my agent) use them on documents, including legally binding contracts - just the same as a pen-and-paper signature or initial.

ADOPT AND SIGN

CANCEL

2. Click "Adopt & Sign"

DISCLOSURE PAGE

MEMBER BANK (ACQUIRER) INFORMATION

Done! Click Finish to send the completed document.

FINISH

OTHER ACTIONS ▾

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1. Once you have completed ALL required sections of the application & electronically signed or initialed all required sections you will be presented with "FINISH".
2. Click FINISH and you are done. Both you and our office will receive a copy of the application.

NOTE: If you don't see "FINISH" then you have not completed the application. Click the "Next" button on the top left hand side of the screen to be taken through all required fields.

Once you click Finish you will receive confirmation that you have successfully completed DocuSign

DocuSign

You have successfully signed your document using DocuSign



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