



Check List Requirements

Please complete all the items listed below prior to faxing your forms to:

Fax: 888-217-1738

_____ **Merchant Agreement filled out legibly and completely including:**

- **Email address**
- **Fax number**

_____ **Copy of a voided check for the Settlement Account**

(the account we will deposit funds and withdraw the Activation fee and Membership fee)

Note: Starter checks are not acceptable.

If your business account is new or you are out of checks please get a letter from your bank which must include the following: Your Business Name, ABA Routing Number, Account Number, Date account was opened, Account Status.

_____ **Copy of merchant processing statements for the previous two months (front and back of all pages)**

Questions? Give us a call 888-450-2659

Email CustomerLOVE@pay-it-for-me.com

MERCHANT INFORMATION			
FULL LEGAL NAME OF BUSINESS:		DBA NAME	
LEGAL ADDRESS / STREET:		PHYSICAL ADDRESS / STREET (if different from legal address):	
CITY, STATE, ZIP:		CITY, STATE, ZIP:	
CORP PHONE:	FAX:	DBA PHONE:	FAX:
PRIMARY LOAN CONTACT PERSON		CONTACT PHONE	EMAIL
BUSINESS PROFILE			
BUS ORGANIZATION: CORP, LLC, PROPRIETORSHIP ETC: _____		TYPE OF BUSINESS (Product or Service Financed) <i>Describe:</i>	
STATE AND FEDERAL TAX ID/SSN:		TOTAL ANNUAL SALES VOLUME:	
# OF LOCATIONS:		MONTH / YEAR STARTED:	
# OF PARTICIPATING LOCATIONS:		LENGTH OF CURRENT OWNERSHIP:	
BUSINESS BANK INFORMATION (PROVIDE VOID CHECK FROM ACCOUNT)			
BENEFICIARY BANK NAME:		PHONE NUMBER:	
STREET ADDRESS:		CITY, STATE, ZIP	
ABA ROUTING NUMBER (should be 9 digits):		ACCOUNT NUMBER:	
NAME ON ACCOUNT (Must match name on this application and VOID Check):			
PRINCIPAL INFORMATION			
PRINCIPAL 1 NAME: LAST, FIRST, MI		PRINCIPAL 2 NAME: LAST, FIRST, MI	
HOME STREET ADDRESS:		HOME STREET ADDRESS:	
CITY, STATE, ZIP:		CITY, STATE, ZIP:	
HOME PHONE NUMBER:		HOME PHONE NUMBER:	
SOCIAL SECURITY NUMBER:	DOB:	SOCIAL SECURITY NUMBER:	DOB:
FEE SCHEDULE		SALES REPRESENTATIVE	
LOAN DISCOUNT RATE:	4.50%*	REPRESENTATIVE NAME: Tom Mack	REPRESENTATIVE COMPANY: Super Easy Credit
MERCHANT ACTIVATION FEE:	\$100.00	EMAIL: CustomerLOVE@pay-it-for-me.com	
MEMBERSHIP FEE	\$399.	PHONE NUMBER: (888) 450-2659	ISA R-NUMBER: 234
The loan discount rate is 14.50% for merchants located in Connecticut, Massachusetts, Maryland, New Hampshire North Carolina, New Jersey, Ohio, Pennsylvania, West Virginia Maine and New York		DEAL CODE:	TELEDRAFT USE ONLY SALES AGENT NUMBER:

Merchant Agreement

This merchant participation agreement is for the exclusive purpose of enabling merchant to participate in the Pay It For Me™ (hereinafter "Company") instant short term consumer lending program for the sole purpose of offering financing to merchant's customers in order to receive the goods and/or services offered by merchant and selected by the customer. This participation agreement is effective upon acceptance by Company and upon merchant submitting the first loan application via fax, phone or by utilizing the online application system. Merchant acknowledges that they will not receive a countersigned copy of this agreement from Company.

1. Merchant Costs and Fees

The costs to merchant for participation in the program shall be the Loan Funding Discount Rate (expressed as a percentage) as indicated on Page 1 of this application and agreement. This percentage shall be applied to the amount of each loan payable to merchant and the product deducted and retained by Company from the amount paid to merchant.

2. Loan Approval

Loan applications submitted by merchant for the benefit of its customers shall be subject to the approval of Company and approved or rejected based on Company's sole discretion utilizing and based upon the information provided on the loan application by merchant and/or a telephone interview conducted by Company with customer.

3. Merchant Representations and Warranties

Merchant represents and warrants that all goods and services for which financing is provided under this agreement shall conform to merchant's own representations and warranties regarding such goods or services. Merchant warrants that in the advertising, sale or provision of the products or services financed merchant will not violate any applicable local, state or federal law or regulation.

Merchant warrants that all information provided in this application and agreement are true and correct.

Merchant represents and warrants that Merchant will only submit loan applications for the products and/or services indicated on this application. Merchant will not submit applications in the name of any individual other than the customer-applicant requesting the loan and not on behalf of themselves, an employee or any other party. Merchant will not knowingly submit false or misleading information for the purpose of obtaining a loan on behalf of a customer. Furthermore, Merchant will use reasonable care and prudent measures to insure that the customer is not applying under a false or stolen identity. Merchant shall request the loan only in the amount requested by the customer and not for a lesser or greater amount.

Merchant represents and warrants that it has provided accurate bank account information and shall notify Company immediately upon closing or changing the account or name on the account supplied on this application for receipt of loan funds due merchant.

Merchant represents and warrants that it shall obtain all required signatures on all loan documents and insure and witness that such signatures are made in their presence or the presence of an employee on duty at the time and are made by the applying customer and not by any other party signing on the behalf of the customer.

Merchant represents and warrants that merchant shall be solely responsible for the inclusion in the loan amount or for the separate collection and payment of any applicable sales taxes. Merchant hereby agrees to hold Company harmless for the incursion of any sales tax liability or obligations whatsoever occurring as a result of sales funded by loans under this agreement.

Failure by merchant to act in accordance with the representations and warranties as provided herein shall be considered a breach of this agreement.

4. Recovery and responsibility for non-performance

Merchant acknowledges that merchant shall be responsible to refund to Company the amount, including accrued interest, for any loans funded to merchant wherein the collateral documents are not submitted to Company as required and within the specified time frame. Merchant shall furthermore bear responsibility for any loans funded to merchant wherein a true and authorized signature from the customer is not obtained or for any loan wherein the merchant knowingly misrepresented the customer information or acted fraudulently or carelessly therein impeding or preventing Company from collecting the loan as due from the borrower.

5. Cooperation in collection efforts

Merchant agrees and acknowledges that it will, upon the reasonable request of Company, provide any additional documentation relative to the transaction, attest to the execution of the loan documents by the borrower, or provide any information which merchant may have access to regarding the location or condition of the borrower.

6. Settlement of Loan Funds to Merchant

Company shall deposit loan proceed funds due merchant for any and all approved loans in the amount of the loan less the indicated, applicable assessorial fee and loan funding discount via an electronic direct deposit to the settlement bank account indicated on this application or to another account so designated by the merchant from time to time. Electronic Deposits of loan proceeds will be initiated within 7 business days once all fully executed loan agreements are received from merchant by 2:00 PM Mountain Standard Time on any business given day. By signing this agreement, merchant authorizes Company to credit the designated settlement bank account for loan proceeds and debit the designated bank account for any loans which must be reversed due to merchant's failure to perform per the terms of merchant representations and warranties as expressed in paragraph three (3) above.

7. Term and Termination

This merchant participation agreement shall have an initial term of one (1) year and, unless thirty (30) days prior written notification is provided by either party, shall automatically renew for successive one (1) year terms under the same terms and conditions expressed herein. Company shall have the right to terminate this agreement for cause immediately and without notice in the event of a breach of this agreement by Merchant. Furthermore, either party may terminate this agreement without cause by providing the other party with thirty (30) days written notification.

8. License and Trademarks

Subject to the terms and conditions herein, Company hereby grants, and Merchant hereby accepts, a non-exclusive, non-transferable license, without right to sublicense, to use the Company Systems for the sole and limited purpose of operating the loan origination service as set forth herein. Company retains the right to materially redesign, modify, update or upgrade the organization, navigation, structure, branding, features, functionality and look and feel of the System at any time without prior notice. Merchant may only use Company's trademarks, trade names, services marks and/or logos (collectively "Trademarks") with Company's prior written approval for each specific use of its Trademark. Nothing herein will grant to Merchant any right, title or interest in Trademarks of Company or any goodwill arising from use of the Company Trademarks. Merchant agrees not to challenge the validity of or attempts to register any Trademark of the other party, nor will it adopt any derivative or confusingly similar trademarks, brands or marks or create any combination marks with any Company Trademark. If given written approval, Merchant will use the Trademarks only in accordance with Company's trademark usage policies as such may be in effect from time to time and only in accordance with the provision of the terms of this Agreement. If at any time, Company believes that the use of its Trademarks by Merchant fails to otherwise comply with the trademark usage guidelines, such party shall so notify the other party in writing. Upon receipt of such notification, Merchant shall immediately initiate steps to conform to the trademark usage guidelines and shall affect such conformance or cure within fifteen (15) days.

9. Warranties

Merchant acknowledges and agrees that Company has no control over the conditions under which Merchant uses the loan processing system, and does not and cannot warrant the results obtained by such use. COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, RELATING TO THE PROCESSING AND/OR COMPANY'S SERVICES, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES AGAINST INFRINGEMENT OF THIRD-PARTY RIGHTS OR THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. COMPANY DOES NOT WARRANT THAT OPERATION OF THE LOAN PROCESSING SERVICE WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE. MERCHANT ACKNOWLEDGES THAT THE LOAN PROCESSING SYSTEM IS PROVIDED FOR USE BY MERCHANT "AS IS."

10. Limitation of Liability

IN NO EVENT SHALL COMPANY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT FROM ANY CAUSE, EXCEED THE TOTAL DISCOUNT FEES WITHHELD BY COMPANY FROM MERCHANT UNDER THIS AGREEMENT FOR THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH THE DISPUTE AND/OR CAUSE OF ACTION AROSE. IN ADDITION, IN NO EVENT SHALL COMPANY, ITS AFFILIATES, OR ANY OF ITS DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS BE RESPONSIBLE OR LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE OR OTHER DAMAGES (INCLUDING BUT NOT LIMITED TO LOSS OF REVENUES OR LOSS OF PROFITS), EVEN IF COMPANY, ITS AFFILIATES, OR ANY OF ITS DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, UNDER ANY CONTRACTUAL, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY ARISING OUT OF OR RELATING IN ANY WAY TO THE SERVICES OR ANY OTHER SUBJECT MATTER OF THIS AGREEMENT. COMPANY SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY DELAY IN FURNISHING SERVICES TO MERCHANT OR ITS CUSTOMERS OR ANY OTHER PERFORMANCE UNDER THIS AGREEMENT. It is agreed that in no event will Company be liable for any claim, loss, billing error, damage, or expense caused

by Company's performance or failure to perform hereunder that is not reported in writing by Merchant to Company within thirty (30) days of such failure to perform or, in the event of a billing error, within sixty (60) days of the date of the invoice or applicable statement. However, under no circumstances will Company be liable to Merchant for delays in the transmission of information.

11. Indemnity

Merchant agrees to indemnify, defend and hold Company, and its officers, directors, agents and employees, harmless from and against any liability, claims, demands, costs, loss, damages and/or reasonable attorney's fees incurred or suffered by Company as a result of or arising from Merchant's conduct of its business, any transactions processed under this Agreement, Merchant's breach of any obligations or provisions under this Agreement or Merchant's violation of applicable law, regulation or rule. In the event that Merchant receives any claim or demand or becomes subject to any suit, proceeding or other action under which a claim or indemnification may be made against Company under this Agreement, Company shall (a) promptly notify Merchant in writing of the claim or legal action; (b) reasonably cooperate with Merchant in the making of any of Merchant's claims or defenses if such cooperation does not conflict with Company's position; and (c) provide information, assist in the resolution of the claim and make available at least one employee or agent who can testify regarding said claims or defenses if such information, and assistance does not conflict with Company's position. Any and all costs for responding to court orders of any type including subpoenas for transactions generated by Merchant or from doing business with Merchant shall be due and payable to Company upon demand. Such costs include but are not limited to attorney's fees, administrative costs and costs for employee time relative to such response. The Merchant shall, upon written notice from Company, immediately undertake payment to counsel selected by Company for the defense of any such claim or action. If Merchant wishes to settle any such claim involving Company, Client shall obtain Company's prior written approval of such settlement. Conversely, Company agrees to indemnify, defend and hold Merchant, and its officers, directors, agents and employees, harmless from and against any liability, claims, demands, costs, loss, damages and/or reasonable attorney's fees incurred or suffered by Merchant as a result of or arising from Company's willful misconduct or violation of applicable law, regulation or rule. In the event that Merchant receives any claim or demand or becomes subject to any suit, proceeding or other action under which a claim or indemnification may be made against Merchant under this Section 11, Merchant shall (a) promptly notify Company in writing of the claim or legal action; (b) reasonably cooperate with Company in the making of any of Company's claims or defenses if such cooperation does not conflict with Merchant's position; and (c) provide information, assist in the resolution of the claim and make available at least one employee or agent who can testify regarding said claims or defenses if such information, and assistance does not conflict with Merchant's position.

12. Conditional Merchant Recourse on Exempted Borrowers

In the event that Company declines a borrower who fails to meet Company's minimum credit standards, Merchant shall have the option to request that Company exempt the borrower (*hereinafter; "exempted borrower"*) from certain credit requirements, approve and extend the loan to borrower. In this event, Merchant shall hereby grant full recourse to the Company back against the merchant for payment of any loan made to an exempted borrower deemed uncollectable and therefore merchant shall be obligated to pay to the Company any and all Uncollectable Balances.

Under this agreement, "Uncollectable" or an "Uncollectable Balance" shall be any uncollected loan principal and assessorial fee due to Company under the loan agreement with Borrower which the Company deems, in its sole discretion, to be uncollectable from borrower after the Company has executed and exhausted collection procedures and efforts over a (Thirty) 30 day Recovery Process Period. During this process, the Company shall employ commercially reasonable collection efforts to recover unpaid funds or effectively obtain an agreement from borrower to continue to make scheduled payments or agree to a payment schedule acceptable to the Company. The Recovery Process Period shall be 30 (Thirty) Days from the date of the last payment default date wherein the full scheduled payment was not made by or successfully collected from the borrower. Notwithstanding the foregoing, the Company may determine that a loan is Uncollectable immediately upon a bankruptcy filing by the applicable borrower. Merchant shall be responsible

15. Notices

Any notice required or permitted to be given by either party under this Agreement will be in writing and will be deemed given: (i) the next business day after pre-paid deposit with a commercial courier service that is contracted to deliver the item the next business day, (ii) upon receipt, if personally delivered, (iii) three (3) days after deposit, postage pre-paid, with first class airmail (certified or registered if available), or (iv) upon receipt, when sent by facsimile to the other party at its address below, or to such new address as may from time to time be supplied hereunder the parties hereto:

Notice to Company:

Pay It For Me, LLC. Atten: Legal Department
P.O Box 3206
Logan, Utah 84326

only for uncollected loan principal, origination and assessorial fee and not for any uncollected interest or other applicable fees. All funds including interest collected from borrower during the term of the loan and prior to the loan being determined as uncollectable with the exception of the origination fee and assessorial fee shall be applied to the uncollected principal calculation in the accounting of the final uncollectable balance.

At the time at which the Company determines that a loan is Uncollectable, after exhausting reasonable collection efforts, the Company shall present an accounting of and invoice for balances due for that loan to merchant. Merchant shall then remit the invoice amount to the Company within 20 business days from the date of the invoice date. Past due balances shall accrue an interest penalty of One and One Half Percent (1 1/2 %) per day for each day after the due date of the invoice.

Should Merchant elect to participate in the conditional recourse option, Merchant shall indicate such by selecting this option an initialing the accompanying acceptance on the top of page 4 (Four) of this Participating Merchant Application and Agreement.

13. Reserve Against Recourse Obligations

Should Merchant elect to participate in the conditional recourse option, Merchant shall be subject to a 5% reserve accrual. Herein, in addition to the Loan Discount Rate, 5% of the loan proceed funds to be settled daily or as due to Merchant shall be withheld and placed into a reserve accrual account to the benefit of merchant and Company. At the unsuccessful conclusion of the recovery process, Any Uncollectable Balances from Exempt Borrowers shall be debited to the reserve accrual account. Should balances in the reserve accrual account be inadequate to accommodate any Uncollectable Balances due Company, Merchant shall be invoiced for the remaining balance due per Section 12 (Twelve) above. Should the reserve accrual account balance, at the sole discretion of Company, become greater than the amount reasonably necessary to offset reoccurring Uncollectable Balance deductions, the reserve accrual shall be suspended. Funds deemed to be in excess of necessary reserve balances shall be returned to Merchant. Should the Merchant or Company elect to terminate this agreement at any time, an adequate reserve balance to offset future expected Uncollectable Balances shall be retained by Company, at Company's sole discretion, until all outstanding loans to merchant's exempted borrowers have been repaid. At that time, any remaining reserve accrual account balances shall be promptly returned to merchant.

14. General Provisions

Company reserves the right to amend at any time and from time to time any term or condition of this Agreement including, without limitation, discount fees by providing Merchant written notice, and such amendments shall be effective thirty (30) days following said notice. If Company so amends this Agreement, Merchant shall have the right to terminate this Agreement if it provides written notice to Company within said thirty (30) day period. Company may use designees to assist in the performance of Company's obligations hereunder and, notwithstanding any other provision of this Agreement, Company may delegate any of its obligations hereunder to such designees. Merchant may not assign or delegate any rights or obligations under this Agreement without Company's prior written approval. Nonperformance by either party will be excused, except Merchant's obligation to pay under this Agreement, to the extent that performance is rendered impossible by any force majeure event and not caused by the gross negligence or willful misconduct of the non-performing party. The relationship of the parties established by this Agreement is that of independent contractors. This Agreement will be governed by and construed under the laws of the State of Utah without reference to conflict of law principles. The parties agree that jurisdiction shall be in Superior Court of the State of Utah. This Agreement, together with all exhibits and attachments hereto, sets forth the entire agreement and understanding of the parties relating to the subject matter herein (other than agreements relating to confidentiality) and merges all prior discussions between them. Except as otherwise specifically provided in this Agreement, no modification or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing signed by both parties, and the waiver of any breach or default will not constitute a waiver of any other right hereunder or any subsequent breach or default. If any provision in this Agreement is found invalid by a court of competent jurisdiction, such provision will be construed, if feasible, so as to render the provision enforceable, and if no feasible interpretation would save such provision, it will be severed from the remainder of this Agreement.

Notice to Merchant:

Conditional Recourse Option Merchant elects to participate in the Conditional Recourse Option for Exempted Borrowers: ___ Yes ___ No
 I have read, understand and agree to the Terms and Conditions of the CONDITIONAL RECOURSE OPTION per Sections 12 (Twelve) and 13 (Thirteen) of this
 4 (Four Page) Participating Merchant Application and Agreement: Merchant Initials: _____ Date: _____

Merchant Authorizations and Representations

This complete and legible four (4) page Merchant Participation Agreement and Merchant Fee Schedule serves as the entire "Agreement" between Pay It For Me and the Merchant named herein. Merchant acknowledges that this document has been provided to the applying entity and Merchant agrees to be bound by all governing terms and conditions contained herein, effective as of date of signature. It is understood that no strikeouts, interlineations, additions or modification to this preprinted Merchant Participation Agreement may be made and that this "Agreement" may be transmitted to or from Pay It For Me or TELEDRAFT and/or retained electronically by Pay It For Me and TELEDRAFT which will constitute an original. Merchant acknowledges that they will not receive a countersigned agreement from Pay It For Me unless such is requested by the merchant in writing.

The information provided herein is provided for the sole purpose of establishing the loan origination privileges and utilized confidentially and exclusively by Pay It For Me and TELEDRAFT in order to determine eligibility. Therefore, Merchant agrees that all the information provided herein is truthful and accurate.

Credit and criminal background inquiries on the legal entity and/or designated Principals of the legal entity applying for this payment service may be conducted to confirm merchant qualifications and compliance with industry "best practices". The acquisition of all such information shall be in strict compliance with the Fair Credit Reporting Act (FCRA) and Bank Secrecy Act (BSA). By signing this Agreement, the principal(s) of the applying entity, and as an authorized officer of such, hereby authorizes Teledraft and Pay It For Me to conduct the credit and background inquiries for this stated purpose.

Merchant authorizes TELEDRAFT on behalf of Pay It For Me or Pay It For Me collect fees and charges indicated on this application via an electronic ACH (Automated Clearing House) debit from the bank account(s) indicated herein on a periodic basis as they become due and payable, and signer(s) attests to be a duly authorized signatory on the bank account indicated for such transactions. Additionally, Company authorizes Pay It For Me to credit the designated settlement bank account for loan proceeds and debit the designated bank account for any loans which must be reversed due to merchant's failure to perform per the terms of merchant representations and warranties as expressed herein. Signer(s) further asserts that he or she is a duly authorized officer or representative of Merchant.

MERCHANT ACCEPTANCE:

_____	_____
Print Name	Title
_____	_____
Signature	Date

IMPORTANT NOTICE:

Pay It For Me is not available to merchants located in Georgia, Vermont or Washington, DC.

Personal Guarantee (THIS IS ONLY REQUIRED IF THE CONDITIONAL RECOURSE OPTION IS SELECTED)

I/ We hereby guarantee to Company., its successors and assigns, the full, prompt, and complete performance of Merchant's obligations under this Participating Merchant Application and Agreement ("Agreement"), including but not limited to all monetary obligations arising out of Merchant's performance or non-performance under the "Agreement", whether arising before or after termination of the "Agreement". This guaranty shall not be discharged or otherwise affected by any waiver, indulgence, compromise, settlement, extension of credit, or variation of terms of the "Agreement", unless specifically discharged or amended. I/We understand that my/our obligations are independent of Merchant obligations. I/We understand that I/we have no right to enforce a remedy which Company now has, or may later have, against Merchant or to participate in security now or later held by Company. I/We hereby waive any notice of acceptance of this guaranty, notice of nonpayment or nonperformance of any provision of the "Agreement" by Merchant, and all other history, business relationships, and employment information. I/We have read, understand, and agree to be bound by the Terms and Conditions provided to the Merchant and those terms and conditions contained in the Participating Merchant Application and Agreement ("Agreement").

_____	_____	_____	_____
Signature of Guarantor, an individual	Date	Print Name	Title

Security Questions: (to be answered by the Principal listed on this application)

1. Another address at which you have lived within the past 10 years: _____
2. A past employer: _____
3. Your mother's maiden name: _____
4. Your nearest relative: _____
5. A recent or current personal creditor: _____



Pay It For Me!
...instant, affordable financing

Please attach a copy of a voided check for the Settlement Account on this page.

**CLICK HERE TO ATTACH IMAGE OF SCANNED/VOIDED CHECK
OR SIMPLY INCLUDE A PHOTOCOPY OF VOIDED CHECK WITH FAX**

Please attach a copy of your Driver's License or valid Government issued ID.

**CLICK HERE TO ATTACH IMAGE OF SCANNED DRIVER'S LICENSE/ID
OR SIMPLY INCLUDE A PHOTOCOPY OF LICENSE/ID WITH FAX**