



**Merchant Services
Rapid App**

**Fax To: TD Merchant Services
Fax No. 1-866-557-4971
Phone: 1-800-363-1163
(WB)**

Merchant Information

Registered Legal Name *(This is the name under which the business is incorporated or registered [e.g. 972480 Ontario Inc.]*)

Is the Trade Name the same as the Legal Name?

No Yes If No, _____

Class / SIC #: _____ Class / SIC Description: _____

TD Canada Trust Branch & Account #: _____

Contact Name: _____

Phone Number: _____ Years in Business: _____

Best Time(s) to Call: Anytime 8 AM - 12 PM 12 PM - 4 PM 4 PM - 8 PM

Can we contact and communicate with you by email? No Yes

_____ Email Address

% of Transaction Types(s) Processed: Card Physically Present _____% Card Not Physically Present _____%
(Face to Face - Service / Retail) (Mail, Telephone, Internet)

Description of Business *(What product/services do you sell? Do you delay delivery of goods or services? Who is your Target Customer?):*

Product(s) Requested *(Tick all that apply):* Credit Card (VISA, MasterCard, American Express, etc) Debit Cards (Interac Direct Payment, Visa Debit, etc)

Existing Merchant Provider: Moneris Global Payments Paymentech
 Other: _____ N/A

Association Member: No Yes If Yes, provide written confirmation:

_____ Association Name

Total Annual Sales Volumes: \$0-\$100,000 \$100,001-\$500,000 \$500,001-\$6,000,000 \$6,000,001 and Above

Comments/Special Instructions:

Agreement

In this section, the words "you", "your" and "yours" mean the merchant named in this Merchant Services Application (the "Application"), and if the merchant is not an individual, also means each of the owners, partners or principals of the merchant. The words "we", "us" and "our" mean the TD Bank Financial Group*. The word "Information" means financial, personal, business and other details about you that you provide to us and we obtain from others outside our organization, including through the products and services you use, including as set out below.

(a) You certify all the Information provided in the Application to be true and complete and represent that you are presently current with all of your creditors; there are no liens or judgments against you; you are not now nor have you ever been bankrupt or had any part of an account written off by a creditor as not collectible; (b) You request the provision of merchant services; you agree to be bound by the TD Merchant Services Terms and Conditions, and by any other agreement(s) that govern the merchant services that we may provide to you; and you agree that use of merchant services by you will constitute your acceptance of the TD Merchant Services Terms and Conditions or such other agreements that we may provide you from time to time; (c) **Internet Transactions** - You agree that, if you are approved as a merchant, you will not accept transactions over the Internet without our prior approval. If approved, the approval will only apply to a specific website and Internet service provider. You hereby authorize us and will obtain the authorization of your Internet service provider for us to conduct security assessment scans over the Internet of your website(s); (d) If we request, you agree to provide us with a reference letter from your principal financial institutions; (e) You agree that, at the time you request to begin a relationship with us and during the course of our relationship, we may share your Information with our world-wide affiliates, and collect, use and disclose your Information as described in the Privacy Agreement separately provided to you and available online at www.td.com, including for, but not limited to, the purposes of: identifying you, providing you with ongoing service, helping us serve you better, protecting us both from fraud and error, complying with legal and regulatory requirements, and marketing products and services to you. We may communicate with you for any of these purposes by telephone, fax, text messaging, or other electronic means, and automatic dialing-announcing device, at the numbers you have provided us, or by ATM, internet, mail, email and other methods. If there are changes in future to your owners, partners or principals, you agree to make such persons aware of the Privacy Agreement, advise them that they are subject to such agreement and inform them that a copy of such agreement is available from TD Merchant Services or online at www.td.com. We may disclose Information to trusted third parties in order to process, authorize and authenticate transactions and in order to comply with regulations or requirements of these networks. We may disclose Information to these networks for the purpose of sending you information about their products and services.

You may obtain TD Bank Group's privacy code "Protecting your Privacy" or withdraw your consent to be contacted about offers of products or services with respect to TD Bank Group or Payment Card Networks, by contacting your branch or by calling 1-866-567-8888. To understand how you can withdraw your consent, refer to the 'Marketing Purposes' section of the Privacy Agreement.

*TD Bank Financial Group means The Toronto-Dominion Bank and its affiliates, who provide deposit, investment, loan, securities, trust, insurance and other products or services.

Each of the undersigned acknowledges that in completing this Application, he or she is doing so on behalf of the merchant named in the Application, and represents that he or she is authorized to do so.

It is the express wish of the parties that this agreement and any directly or indirectly related documents be drawn up in English. *Les parties ont exprimé la volonté expresse que cette convention et tous les documents s'y rattachant directement ou indirectement soient rédigés en anglais.*

Important: When there are multiple business owners, then **all** the owners or partners with at least 51% interest in the business must sign the Rapid App.

Dated: _____

Dated: _____

Owner / Partner / Principal Signature

Owner / Partner / Principal Signature

Print Name

Print Name

Dated: _____

Dated: _____

Owner / Partner / Principal Signature

Owner / Partner / Principal Signature

Print Name

Print Name

Guarantee (To be used in all Provinces except Alberta)

In this guarantee the term "Bank" means The Toronto-Dominion Bank, and its affiliates and the term "Client" means the merchant identified on this Merchant Services Application. In consideration of the Bank dealing with or continuing to deal with the Client, the undersigned unconditionally guarantees, jointly and severally, (and for Quebec purposes, solidarily), performance of the Client's obligations under the TD Merchant Services Terms and Conditions, and such other related agreements and notices that the Bank may provide the Client with from time to time (collectively, the "Client Obligations"), and prompt payment of all sums due thereunder, and in the event of default, hereby waives notice of default and agrees to indemnify the Bank for any and all amounts due from Client under the Client Obligations. The undersigned agrees that the Bank may amend any of the terms and conditions of any agreement in respect of any of the Client Obligations and assign the Bank's rights under this guarantee without notice to the undersigned and without the undersigned's consent. The undersigned understands that this is a guarantee of payment and not of collection and that the Bank is relying upon this guarantee in entering into the TD Merchant Services Terms and Conditions with the Client. The undersigned understands that the undersigned's obligations under this guarantee are continuing, unconditional and absolute and, without limiting the generality of the foregoing, shall not be released, discharged, limited or otherwise affected by and the undersigned hereby waives to the greatest extent permitted by law, any act or omission of any person or any other circumstance whatsoever which might constitute a legal or equitable discharge, limitation or reduction of the undersigned's obligations hereunder. The undersigned agrees to make all payments required under this guarantee without regard to any right of setoff or counterclaim that the undersigned has or may have against the Client or the Bank, which rights the undersigned waives. The Bank may, at its option, without notice, debit any accounts that the undersigned has at the Bank to satisfy the undersigned's obligations under this guarantee. The undersigned agrees to pay all costs and expenses, including legal fees, of enforcing this guarantee including the charges and expenses of the Bank's in-house lawyers. This guarantee is in addition to, and does not replace, any other present or future guarantee of the Client Obligations given by the undersigned. The undersigned also waives any benefit of division and discussion. This guarantee is binding on the undersigned and the undersigned's successors, heirs and permitted assigns

In this paragraph, the word Information means your personal and business information (except health information). You authorize us to exchange Information and reports about you with credit reporting agencies and other lenders at the time of and during the application process, and on an ongoing basis to validate your identity, review and verify your creditworthiness, establish credit and hold limits, help us collect a debt or enforce an obligation owed to us by you, and/or manage and assess our risks. You may choose not to have us conduct a credit check in order to assess an application for credit. Once you have such a facility or product with us and for a reasonable period of time afterwards, we may from time to time disclose your Information to other lenders and credit reporting agencies requesting such Information, which helps establish your credit history and supports the credit granting and processing functions in general. We may obtain Information and reports about you from Equifax Canada Inc., Trans Union of Canada, Inc. or any other credit reporting agency. You may access and rectify any of your personal information contained in their files by contacting them directly through their respective websites www.consumer.equifax.ca and www.transunion.ca. Once you have applied for any credit product with us, you may not withdraw your consent to this exchange of Information.

Important: When there are multiple business owners, then **all** the owners or partners with at least 51% interest in the business must sign the Rapid App.

Dated this _____ day of _____, _____.

Owner / Partner / Principal Signature

Owner / Partner / Principal Signature

Print Name

Print Name

Branch Information Only

Branch Contact Name

Sales ID

Phone Number

Branch Transit Number

Confidential

The information in this facsimile contains confidential information intended only for TD Merchant Services. If you have received this facsimile in error, please notify us immediately by a telephone call to the above-mentioned toll-free number and return the original transmission to us by mail. We will reimburse you for postage. Please do not disclose the contents to anyone by either dissemination, distribution or the copying of this communication.



Thank you for considering TD Merchant Services for your Point-of-Sale processing needs and completing the Rapid App.

Here's what you can expect during the rest of the application process. A TD Merchant Services representative will contact you to complete the application process and will be your main contact. The representative will:

1. Review your Rapid App and contact you to advise you if your application has been approved.
 - If Approved, you will be provided with your *Visa*, MasterCard and *Interac* Direct Payment Merchant Discount Rates using the information provided on the Rapid App.
2. Discuss your Point-of-Sale terminal requirements and make a recommendation on the terminal that meets your needs
3. Gather the following additional information (if applicable):

Business Information

- *Visa*, MasterCard and *Interac* Direct Payment Sales Volumes
- *Visa*, MasterCard and *Interac* Direct Payment Average Transaction Size
- Total annual cash & credit sales broken down into *Visa*, MasterCard, *Interac* Direct Payment, Cash/Cheque
- Percentage of sales receipts that are Retail, Telephone Order, Internet Order, Mail Order, etc.
- Banking Information - Bank Name, Address, Transit & Account Number, Average Balance and lending responsibilities
- Merchant Service Information - Name and merchant number of all merchant providers

Personal Information

- Banking Information - Bank Name, Address, Transit & Account Number

4. Confirm the approximate time when your Point-of-Sale terminals will be installed and ready for use.
5. Answer any questions you may have.

Thanks again for considering TD Merchant Services.