



Secure Bancard, LLC
1500 Abbey Court | Alpharetta, GA 30004
1-855-271-1500

SYNOVUS BANK (Merchant Bank)
1125 First Avenue, Columbus, GA 31901
706-649-4900

APPLICATION FOR MERCHANT AGREEMENT

Processor's Sales Rep Name: Impact PaySystem CP

Business Information

<u>ATC Fitness of Collierville, INC</u>			<u>ATC Fitness- Collierville</u>		
Merchant Legal Business Name			DBA Name		
<u>1000 Brookfield Rd. Ste 250</u>			<u>952 W. Poplar</u>		
Mailing Address			DBA Address (Physical, No PO Boxes)		
<u>MEmpis</u>	<u>Tennessee</u>	<u>38119</u>	<u>Collierville</u>	<u>Tennessee</u>	<u>38117</u>
City	State	Zip	City	State	Zip
<u>9012218220</u>			<u>9012199488</u>		
Legal Phone #	Legal Fax #		DBA Phone #	DBA Fax #	
<u>274201734</u>	<u>31</u> Yrs. <u>31</u> Mos.	☐ New business ☐ New owner	Seasonal? ☐ Yes ☐ No	List months	
Federal Tax ID # (Must be 9 digits)	Length	Owned	Business License	Date Opened:	<u>01 jan 1992</u>
Merchant State registration	E-mail Address:	<u>Spencerm@atcfitness.com</u>			
		Web site Address:			
Any prior	☐ No ☐ Yes	If yes: ☐ Personal ☐ Business	If yes, how long		
Type of	☐ Sole Proprietorship ☐ LLC ☐ Partnership ☐ Ltd Partnership ☐ Corp, check one: ☐ Public ☐ Private ☐ Non ☐ Other				

Business Type

☒ Retail ☐ Restaurant ☐ Lodging ☐ Service ☐ Internet ☐ % ☐ Mail ☐ % ☐ Tel ☐ % ☐ Bus-to-Bus ☐ %

Description of Business

Detailed Description of Business (including products/services; card charging policies; delivery methods; whether own/finance inventory---provide separate pages if needed):

Mailing Address (select ☐ Legal ☐ DBA ☐ Location Contact:	<u>Spencer McDaniel</u>	Phone #	<u>9012199488</u>

Refund/Return Policy

☐ No refund ☐ Refund in 30 days or less ☐ Merchandise ☐ Other:

American Express Disclosure

The "NCR" party listed throughout this Application and the Merchant Agreement is your acquirer for American Express, or will convey American Express sales on your behalf:

NCR Payment Solutions, LLC
864 Spring Street, Atlanta, GA 30308

X Spencer McDaniel
DocuSigned by:
Merchant Signature

<u>Spencer McDaniel / Owner</u>	<u>Jun. 19, 2023</u>
Print Name/Title	Date:

[illegible]

Processing Information

Card Types Accepted:

☒ All Visa/MasterCard/Discover Cards

☐ All Discover Cards

☐ JCB**

☐ American Express **

☐ Diners/Carte Blanche**

☐ MasterCard Credit Cards and Business cards only

☐ Visa Credit Cards and Business Cards only

☐ MasterCard Debit cards only

☐ Visa Debit cards only

☐ PIN Based Debit/EBT Cards**

Projected total annual sales \$

Projected Visa/MC/DISC/Amex Sales
Monthly \$9500.00 Annual \$

Projected Visa/MC/DISC/Amex High Ticket
\$500.00

Electronic card-swiped transactions

Electronic key-entered (with imprints)

Electronic card not present (w/out imprints)

OR

Touch-tone card not present (with imprints)

Touch-tone card not present (no imprints)

Mail/Telephone Order (card not present)

eCommerce (card not present)

95%

5%

None%

None%

None%

Projected average

Visa/MC/DISC/Amex ticket size 75.00

Do you use a 3rd party fulfillment?

No

Yes

If "yes"

Contact name and phone number:

Name:

Phone:

NOTE: TOTAL (must equal 100%)

☐ If processing via mail, phone or Internet: supply copy of print advertising, catalogs and brochures.
If applicable, provide: video (TV), audio tape (Radio or IVR), and Web-page screen prints/URL(Internet).

Do you bill your customer prior to goods being shipped? If yes, how many days?

0-2 days

3-30 days

31-60 days

60-90 days

Over 90 days

Do you authorize carrier to deliver w/o getting signature?

No

Yes

How do you advertise?

Yellow pages

Telemarketing

Catalog

Internet

Word of mouth

Publications

Mass/Direct mail

Other

Have you ever accepted credit cards before?

Yes

No

 If Yes: Processor Name (Please provide the most recent 3 months of processing statements. If you are a MO/TO or e-Commerce merchant, please provide most recent 6 months of processing statements.)

Actual chargeback volume for most recent 3 months \$ 6 months \$

of locations? If you are affiliated with an existing account, please provide existing merchant ID#:

List the names of each of your independent contractors or agents or merchant servicers that will have access to cardholder data:

Merchant ☐ Owns ☐ Leases Location(s)?	How long at current locations(s)?:	
Name/address of mortgage holder/landlord:		
Other significant Merchant Contacts with third parties:		

American Express

Existing Accounts:

If you currently accept AXP payments, and your AXP volume is less than \$1MM annually, you must submit your existing AXP#. We will assign you a new AXP # for this account. Existing AXP SE #:

If you currently accept AXP payments in excess of \$1MM annually, please provide your existing AXP#, so so we can convey this to AXP on your behalf.

New Accounts:

If you do not currently accept AXP # payments, and your annual volume is less than \$1MM, if you request AXP, we will assign you an AXP # for this account, so you can start accepting AXP payments. AXP SE #:

If you do not currently have an AXP #, and your annual volume is more than \$1MM, we will contact AXP on your behalf.

In the event your volume exceeds more than \$1MM annually, you may be moved directly to AXP. Opt out of AXP Offers and Promotions: If you do not wish to receive future offers or promotions of AXP products or services from AXP via offline or on-line means (such as traditional mail and telephone), please contact customer service at the phone number listed below. Please note that it may take some time, consistent with applicable law, for us to process your opt-out request.

Call Secure Bancard, LLC Customer Service at: 1-855-271-1500

Merchant has the right not to accept all Card Association card types. Some Point Of Sale software and programs cannot prohibit the acceptance of specific types of payment cards; therefore, it is the merchant's responsibility to enforce this. If you request AXP and qualify, NCR as processor, and not Merchant Bank, will settle American Express.

** Denotes Services and Programs listed above or below in this Application, which are provided by Processor and its contractors and not by Merchant Bank. Merchant Bank has no responsibility or liability therefor.

FEE SCHEDULE

** Equipment Options

Model		Qty	Purchase New	Purchase Refurbished	Rent	Purchase Other Source	Merchant Owned		Price
Terminal									\$
Terminal									\$
Printer									\$
PIN Pad									\$
Imprinter			Purchase Only						
Other									\$
									\$

Shipping, handling and tax will be billed in addition to the equipment price listed above.

Equipment Billing to:

Merchant

Agent

Other

Ship Equipment to:

DBA

Legal

Agent

Other:

Send Welcome Kit to:

DBA

Legal

Agent

N/A

Merchant training provided by:

Processor

Agent

Other:

SERVICE ACCEPTANCE AND FEE SCHEDULE

Discount Rates ☐ Interchange Pass Through Discount Rate

0.15

 % Per Item \$

0.08

☐ Association Dues & Assessments Pass Through

Rate 1	%	Per Item \$	Rate 2	%	Per Item \$	Rate 3	%	Per Item \$
Visa Qual Credit			Visa Mid-Qual Credit			Visa Non-Qual Credit		
Master Card Qual Credit	0.15	0.08	Master Mid-Card Qual Credit			Master Non-Card Qual Credit		
Discover Network - PayPal Qual Credit			Discover Network - PayPal Mid-Qual Credit			Discover Network - PayPal Non-Qual Credit		
American Express Qual Credit	0.10	0.08	American Express Mid-Qual Credit			American Express Non-Qual Credit		
Visa Qual Debit			Visa Mid-Qual Debit			Visa Non-Qual Debit		
Master Card Qual Debit	0.15	0.08	Master Card Mid-Qual Debit			Master Card Non-Qual Debit		
Discover Network - PayPal Qual Debit			Discover Network - PayPal Mid-Qual Debit			Discover Network - PayPal Non-Qual Debit		
Pin Debit	0.15	0.08	EBT			Star		\$1 per month

Rewards Pricing

Visa Rewards (Discount Rate \$ Per Item MC World Card (Discount Rate \$ Per Item

Amex Rewards (Discount Rate \$

0.10

 Per Item

0.08

 Discover Rewards (Discount Rate \$ Per Item

Non-Bankcard Types Accepted

JCB Card % Diners Carte Blanche% American Express Discount rate% OR

Monthly Flat Fee: \$

Monthly Gross Pay

Daily Gross Pay

Retail \$ Trans Fee + % OR

Est. Annual Amex Volume: \$

None

 Est. Average Amex Ticket: \$

None

AMEX Pay Frequency

3 day

15 day

30 day

 Amex Fees disclosed in this section are billed by American Express

Miscellaneous Fees:

Monthly Statement Fee \$

10.00

 Application/Setup Fee \$

None

 ACH Reject/Change Fee \$

25.00

 Online Merchant Portal \$

None

 monthly

Chargeback/Retrieval Fee \$

25.00/15.00

 each Monthly Minimum: \$

None

 Voice Auth/ARU Fee \$

None

 ACH Batch Fee \$

None

 each

ACH Debit \$1.00 Upon Account Approval AVS Fee \$

None

 each CVV2 Fee \$

None

 each Tokenization Fee \$

None

 each Annual Fee \$

None

** Administrative Maintenance Fee \$

None

 monthly ** PCI Non Compliance Fee \$

None

 monthly ** Gateway Fee \$

None

 monthly

Monthly bill minimum:

None

** Other \$

None

 per

None

 Description ** Other \$

None

 per

None

 Description

** Other \$

None

 per

month

 Description ** Other \$

None

 per

month

 Description

Early Termination Fee: \$

None

 ** PCI monthly Fee \$

10.00

Authorization Fees: \$

None

 American Express \$

None

 MasterCard \$

None

 Visa \$

None

 Discover \$

See Sections 13.b.iv and 18 of the Agreement for other fees that may be assessed due to the action or inaction of Merchant.

eCommerce Application Addendum					
Number of e-Commerce websites:		(If more than 1, complete, initial and attach an additional copy of this page for each additional website)			
Website URL:		Website server IP Address:		Website DBA:	
Customer Service: email address:		Spencerm@atcfitness.com		Telephone: 9012218220	
Web Hosting Service Name:		Address:		List all links to other websites:	
Fullfillment House Name:		Address:		Contact Telephone:	
How do you advertise:		(Attach samples; e.g., catalog/print/broadcast/telemarketing script)			
Do you bill customer's card before shipping product or performing service?		If Yes, how many days before?			
What is your return/refund policy?		Website Security Method:			
Digital Certificate Issuer:		Digital Cert No(s)/Exp Date(s)		Ownership ☐ Shared ☐ Individual	

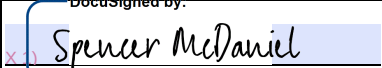
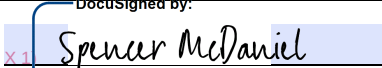
For purposes of this application, "Processor" is Secure Bancard, LLC, 1500 Abbey Court, Alpharetta, GA 30004 and can be contacted at 1-855-271-1500 and "Merchant Bank" is Synovus Bank, 1125 First Avenue, Columbus, GA 31901, 706-649-4900.

Merchant Signatures and Guarantor Signatures

Agreement Signature: By signing below, each of the Merchant and Guarantor(s) and Merchant principal(s) and owner(s) (1) certifies, under penalty of perjury, that all information and documents submitted with this Application are true and complete; (2) authorizes Merchant Bank, Processor and their respective agents to verify any of the information given, including credit references, and to obtain individual and/or business credit reports, including requesting reports from consumer reporting agencies on persons signing below as a principal or owner of Merchant or as a Guarantor (if such person asks Merchant Bank or Processor whether or not a consumer report was requested, Merchant Bank or Processor will tell such person, and if Merchant Bank or Processor received a report, Merchant Bank or Processor will give such person the name and address of the agency that furnished it); (3). acknowledges receipt of the Merchant Card Processing Agreement ("Agreement") including the Continuing Guaranty ("Guaranty") contained within the Agreement, and of the CNP Addendum, Special Services Addendum and the Merchant Use and Disclosure of BIN Information Addendum (each, an "Addendum"), each of which documents is incorporated herein by this reference, and agrees to be bound by and perform in accordance with all provisions, terms and conditions of the Agreement, the Guaranty, and each such Addendum; (4) agrees to be bound by and perform in accordance with all terms, conditions and provisions of any Merchant Card Processing Agreement between any Merchant Affiliate of Merchant and Processor and its agents and Merchant Bank ("Merchant Affiliate Agreement"), regardless of whether such Merchant Affiliate Agreement currently exists or is executed, amended, or supplemented at some future date; (5) agrees that Processor and its agents and Merchant Bank may rely upon copies or facsimiles of this Application bearing Merchant's and Guarantor(s)'s signatures, or on copies or facsimiles of other documents bearing Merchant's and Guarantor(s)'s signatures, and that any such copies or facsimiles shall be treated for all purposes as originals of the Application or other document; and (6) certifies that Merchant does not and will not provide, offer or facilitate gambling services, including offering or facilitating internet gambling services, or establishing quasi-cash, credits or monetary value of any type that may be used to conduct gambling.

AMERICAN EXPRESS - In the event I am not eligible for NCR and Secure Bancard's OptBlue program for American Express, by signing below, I represent that I have read and am authorized to sign and submit this application for the above entity, which agrees to be bound by the American Express® Card Acceptance Agreement ("American Express Agreement"), and that all information provided herein is true, complete, and accurate. I authorize NCR, Secure Bancard, and American Express Travel Related Services Company, Inc. ("American Express") and American Express's agents and Affiliates to verify the information in this application and receive and exchange information about me personally, including by requesting reports from consumer reporting agencies from time to time, and disclose such information to their agent, subcontractors, Affiliates and other parties for any purpose permitted by law. I authorize and direct Secure Bancard and American Express and American Express's agents and Affiliates to inform me directly, or inform the entity above, about the contents of reports about me that they have requested from consumer reporting agencies. Such information will include the name and address of the agency furnishing the report. I also authorize American Express to use the reports on me from consumer reporting agencies for marketing and administrative purposes. I am able to read and understand the English language. Please read the American Express Privacy Statement at <http://www.americanexpress.com/privacy> to learn more about how American Express protects your privacy and how American Express uses your information. I understand that I may opt out of marketing communications by visiting this website or contacting American Express at 1-800-528-5200. I understand that upon American Express' approval of the application, the entity will be provided with the American Express Agreement and materials welcoming it to American Express' Card acceptance program.

Guaranty: The undersigned Guarantor(s), individually and severally, guarantee the full and faithful performance and payment by the Merchant (identified above in the portion of this Application which precedes this Guaranty) of each and all of Merchant's duties and obligations to Merchant Bank and Processor, as provided in Section 25 of the Merchant Card Processing Agreement, which Merchant Card Processing Agreement, and this Application and the Addendums mentioned above, are incorporated into this Guaranty by this reference.

MERCHANT SIGNATURES		GUARANTOR SIGNATURES	
DocuSigned by:		DocuSigned by:	
			
Principal/Owner for Merchant		Guarantor Signature (No Titles)	
Spencer McDaniel		Spencer McDaniel	
Print Name		Print Name (No Titles)	
Principal/Owner for Merchant		Guarantor Signature (No Titles)	
Date		Date	
Print Name		Print Name (No Titles)	
Principal/Owner for Merchant		Guarantor Signature (No Titles)	
Date		Date	
Print Name		Print Name (No Titles)	
FOR INTERNAL USE ONLY		FOR INTERNAL USE ONLY	
Accepted by Processor		Accepted by Merchant Bank	
Date		Date	
Print Name		Print Name	
Title		Title	

Merchant Beneficial Ownership and Management Information Certification: The following information and certifications concerning beneficial ownership, and the identification of beneficial owner(s), of the Merchant identified in the Merchant Application referenced below, must be provided for the Merchant if a legal entity (legal entity includes a corporation, limited liability company or other entity that is formed by filing of a public document with a Secretary of State or similar office, a general partnership, and any similar business entity formed in the United States). (This form need not be used for a Merchant identified in the Merchant Application as a "sole proprietor" or "sole proprietorship", provided the prescribed forms of Merchant Application including any Patriot Act/customer identification forms and taxpayer identification/withholding forms included therein or prescribed for use therewith reflect such sole proprietorship status and are completed and executed by such sole proprietor and the Processor's representative.) The beneficial ownership/management information and certification in this form is in addition to, not a substitute for, the information and certifications regarding the Merchant legal entity required elsewhere in the prescribed form of Merchant Application including any other Patriot Act/customer identification forms and taxpayer identification/withholding forms included therein or prescribed for use therewith. **Notice: To help the government fight the funding of terrorism and money laundering activities, the USA Patriot Act requires all financial institutions to obtain, verify and record information that identifies each person (including business entities) who opens an account. What this means for you: When you open an account we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents. In some instances we may use outside sources to confirm the information.** Secure Bancard's privacy policy can be found at <http://www.securebancard.com/Privacy%20Policy.pdf>

Section 1: Merchant Application Information (Must match information in Merchant Application): Date Application Signed (by Authorized Signer named below): Jun. 19, 2023

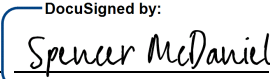
Merchant Legal Name: Spencer McDaniel Merchant Federal Tax ID (as it appears on income tax return): None Merchant State of formation/Incorporation: TN
Merchant Address: 4871 Walnut Grove Rd, Memphis, TN, 38117 Merchant Entity Type Corporation

Section 2: Beneficial Ownership and Management Information. Provide the information below on each individual who directly or indirectly, through any contract, arrangement, understanding, relationship or otherwise, owns 25% or more of the equity interests of the Merchant legal entity identified above. If the total ownership of those individuals does not exceed 50% of the equity interests of the Merchant, provide the information below on additional beneficial owners so that the total ownership interests of individuals for which information is provided below exceeds 50%. (Use extra copies if needed.) Information must be provided for one individual with significant responsibility for managing the legal entity listed in Section 1, a "Control Prong". Examples of a Control Prong include, but are not limited to: Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, Managing Member, General Partner, President, Vice President or Treasurer. If no other Beneficial Owner identified below is identified in the right column as the Control Prong, the Control Prong section below must be completed.

Beneficial Owner Legal Name Spencer McDaniel	Title Owner	% of Legal Entity Ownership: 51 %		
Individual's Home (Street) Address (No P.O. Box) 4871 Walnut Grove Rd	City, State, Zip Memphis, TN, 38117	Date of birth 01 jul 1980		
Individual has a Social Security Number or Individual Taxpayer Identification Number issued by US Government? ☒ Yes ☐ No	(SSN)/Individual Taxpayer Identification No. (ITIN): *****3290		Control Prong? ☒	
Id Type:* ☒ Driver's License ☐ Other State photo ID showing residence ☐ Passport ☐ Resident Alien ID ☐ Other ID ± _____	State/Country of Issuance TN/ USA	Date Issued 16 sep 2020	Expiration Date 16 sep 2028	Number on ID: 086369311
Beneficial Owner Legal Name	Title	% of Legal Entity Ownership: None %		
Individual has a Social Security Number or Individual Taxpayer Identification Number issued by US Government? ☐ Yes ☒ No	(SSN)/Individual Taxpayer Identification No. (ITIN):		Control Prong? ☐	
Id Type:* ☐ Driver's License ☐ Other State photo ID showing residence ☐ Passport ☐ Resident Alien ID ☐ Other ID ± _____	State/Country of Issuance	Date Issued None	Expiration Date None	Number on ID:
Beneficial Owner Legal Name	Title	% of Legal Entity Ownership: None %		
Individual's Home (Street) Address (No P.O. Box)	City, State, Zip , ,	Date of birth None		
Individual has a Social Security Number or Individual Taxpayer Identification Number issued by US Government? ☐ Yes ☒ No	(SSN)/Individual Taxpayer Identification No. (ITIN):		Control Prong? ☐	
Id Type:* ☐ Driver's License ☐ Other State photo ID showing residence ☐ Passport ☐ Resident Alien ID ☐ Other ID ± _____	State/Country of Issuance	Date Issued None	Expiration Date None	Number on ID:
Beneficial Owner Legal Name	Title	% of Legal Entity Ownership: None %		
Individual's Home (Street) Address (No P.O. Box)	City, State, Zip Memphis, ,	Date of birth None		
Individual has a Social Security Number or Individual Taxpayer Identification Number issued by US Government? ☐ Yes ☒ No	(SSN)/Individual Taxpayer Identification No. (ITIN):		Control Prong? ☐	
Id Type:* ☐ Driver's License ☐ Other State photo ID showing residence ☐ Passport ☐ Resident Alien ID ☐ Other ID ± _____	State/Country of Issuance	Date Issued None	Expiration Date None	Number on ID:
Control Prong (and/or additional Beneficial Owner) Legal Name Spencer McDaniel	Title Owner	% of Legal Entity Ownership: 51 %		
Individual's Home (Street) Address (No P.O. Box) 4871 Walnut Grove Rd	City, State, Zip Memphis, TN, 38117	Date of birth 01 jul 1980		
Individual has a Social Security Number or Individual Taxpayer Identification Number issued by US Government? ☒ Yes ☐ No	(SSN)/Individual Taxpayer Identification No. (ITIN): *****3290		Control Prong? ☒	
Id Type:* ☒ Driver's License ☐ Other State photo ID showing residence ☐ Passport ☐ Resident Alien ID ☐ Other ID ± _____	State/Country of Issuance TN/ USA	Date Issued 16 sep 2020	Expiration Date 16 sep 2028	Number on ID: 086369311

*For US persons provide unexpired Driver's License unless there is none; for non-US persons ID Type may be unexpired Resident Alien ID, or Passport/Other ID± and Country of issuance. ± Specify type of "Other ID", which may be any other unexpired government-issued document evidencing nationality or residence and bearing a photograph or similar safeguard.

Certifications and Signatures:
The undersigned Authorized Signer, listed above as a Beneficial Owner or Control Prong, who has signed the Merchant Application on behalf of the Merchant, hereby certifies that he/she is authorized to open accounts for the Merchant at financial institutions, that all information provided above about the Merchant legal entity is complete and correct and that, to the best of his/her knowledge, all information provided above about each individual listed above is complete and correct and there is no individual who directly or indirectly owns 25% or more of the Merchant legal entity's equity interests whose information is not provided above. The Authorized Signer and the Processor's Representative, each hereby certify that the information listed above regarding the identity and the identification document of each individual listed above, is complete and correct and was personally observed on the indicated document.

DocuSigned by:

Spencer McDaniel

Jun. 19, 2023
Authorized Signer Signature
Processor's Rep. Printed Name

Date Signed
Printed Name
Signature

Date Signed

Member Bank (Acquirer) Information:

Acquirer Name: Synovus Bank
Acquirer Address: 1125 First Avenue, Columbus, GA 31901
Acquirer Phone: (706) 649-4900

Important Member Bank (Acquirer) Responsibilities:

1. A Visa Member is the only entity approved to extend acceptance of Visa products directly to a Merchant.
2. A Visa Member must be a principal (signatory) to the Merchant Agreement.
3. The Visa Member is responsible for and must provide settlement funds to the Merchant.
4. The Visa Member is responsible for all funds held in reserve that are derived from settlement.
5. The Visa Member is responsible for educating Merchants on any Visa International Operating Regulations with which Merchants must comply during the course of operation.

Important Merchant Responsibilities:

1. Ensure compliance with cardholder data security and storage requirements.
2. Maintain fraud and chargebacks below thresholds.
3. Review and understand the terms of the Merchant Agreement.
4. Comply with Visa International Operating Regulations.

The responsibilities listed above do not supersede terms of the Merchant Agreement and are provided to ensure the Merchant understands some important obligations of each party and that the Visa Member (Acquirer) is the ultimate authority should the Merchant have any problems.

Merchant Signature

DocuSigned by:



9561171FAA744CC...

Merchant's Signature

Jun. 19, 2023

Date

Spencer McDaniel

Merchant's Printed Name

Owner

Title

Certificate Of Completion

Envelope Id: 93D01E67F1C3434FAFF7908B798E88A6

Status: Completed

Subject: Complete with DocuSign: Collierville US App.pdf

Source Envelope:

Document Pages: 7

Signatures: 5

Envelope Originator:

Certificate Pages: 4

Initials: 0

Morgan Withee

AutoNav: Enabled

1164 Vickery Lane

Envelopeld Stamping: Enabled

Suite 200

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Cordova, TN 38016

registration@impactpays.net

IP Address: 173.166.215.126

Record Tracking

Status: Original

Holder: Morgan Withee

Location: DocuSign

6/21/2023 10:53:46 AM

registration@impactpays.net

Signer Events

Spencer McDaniel

spencerm@atcfitness.com

President

Security Level: Email, Account Authentication
(None)**Signature**

DocuSigned by:



9561171FAA744CC...

Signature Adoption: Pre-selected Style

Using IP Address: 98.54.149.206

Signed using mobile

Timestamp

Sent: 6/21/2023 10:55:32 AM

Viewed: 6/21/2023 10:05:07 PM

Signed: 6/21/2023 10:05:19 PM

Electronic Record and Signature Disclosure:

Accepted: 6/21/2023 10:05:07 PM

ID: 4062b3fe-44c1-4151-aceb-80140abdea84

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp****Witness Events****Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

Hashed/Encrypted

6/21/2023 10:55:32 AM

Certified Delivered

Security Checked

6/21/2023 10:05:07 PM

Signing Complete

Security Checked

6/21/2023 10:05:19 PM

Completed

Security Checked

6/21/2023 10:05:19 PM

Payment Events**Status****Timestamps****Electronic Record and Signature Disclosure**

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Impact PaySystem (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Impact PaySystem:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: morgan@impactpays.com

To advise Impact PaySystem of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at morgan@impactpays.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Impact PaySystem

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to morgan@impactpays.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Impact PaySystem

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to morgan@impactpays.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Impact PaySystem as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Impact PaySystem during the course of your relationship with Impact PaySystem.