

MERCHANT PROCESSING APPLICATION AND AGREEMENT



Sales Office _____ Print Sales Rep Name _____ Sales ID # _____
 Merchant Number _____ Sales Rep. Signature _____ Phone # _____

I. BUSINESS INFORMATION

Client's Business Name (<i>Doing Business As</i>):			Client's Corporate/Legal Name (<i>Use Also For Headquarter's Information</i>):		
Business Address:			Billing Address (<i>If Different Than Location Address</i>):		
City:	State:	Zip:	City:	State:	Zip:
Location Phone #:	Location Fax #:		Contact Name:		
Business E-mail Address:			Contact Fax # / E-mail Address:		
Business Website Address:			Contact Phone #:		
Customer Service Phone #:	Customer Service E-mail Address:		Send Retrieval Requests to: <input type="checkbox"/> Business Location <input type="checkbox"/> Corp/Legal Location		
			Send Merchant Monthly Statement to: <input type="checkbox"/> Business Location <input type="checkbox"/> Corp/Legal Location		
			Date Business Started:		
<input type="checkbox"/> INDIVIDUAL/SOLE PROPRIETORSHIP: State in which Certificate of Assumed Name Filed: _____ State: _____		<input type="checkbox"/> TAX EXEMPT ORGANIZATION (501C) State: _____		<input type="checkbox"/> GOVERNMENT (Federal, State, Local)	
<input type="checkbox"/> CORPORATION – CHAPTER S, C State: _____		<input type="checkbox"/> INTERNATIONAL ORGANIZATION Location Filed: _____		<input type="checkbox"/> LIMITED LIABILITY COMPANY State Filed: _____	
<input type="checkbox"/> MEDICAL OR LEGAL CORPORATION State: _____		<input type="checkbox"/> ASSOCIATION/ESTATE/TRUST State Filed: _____		<input type="checkbox"/> PARTNERSHIP State Filed: _____	
Name (<i>as it appears on your income tax return</i>)		FEDERAL TAX ID # (<i>as it appears on your income tax return</i>)		<input type="checkbox"/> I certify that I am a foreign entity/nonresident alien. (<i>If checked, please attach IRS Form W-8.</i>)	

NOTE: Failure to provide accurate information may result in a withholding of merchant funding per IRS regulations. (See Part IV, Section A.4 of your Program Guide for further information.)

*SIC/MCC: _____ IATA/ARC: _____ (MCC 4722 Only)

Note: *If your business is classified as High Risk and assigned (or is later assigned based upon your business activity) any of the following Merchant Category Codes (MCC): 5966, 5967 and 7841¹, then registration is required with Visa and/or MasterCard within 30 days from when your account becomes active. An Annual Registration Fee of \$500 may apply for Visa and/or MasterCard (total registration fees could be \$1,000.00). Failure to register could result in fines in excess of \$10,000.00 for violating Visa and/or MasterCard regulations².

¹Registration for MCC 7841 is only required for non-face-to-face adult content.

²Information herein, including applicable MCCs, is subject to change.

Detailed Explanation of Type of Merchandise, Products or Services Sold:

2. ADDITIONAL CREDIT / SITE SURVEY INFORMATION - ALL MERCHANTS

<p>1. Zone: <input type="checkbox"/> Business District <input type="checkbox"/> Industrial <input type="checkbox"/> Residential</p> <p>2. Location: <input type="checkbox"/> Mall <input type="checkbox"/> Office <input type="checkbox"/> Home <input type="checkbox"/> Shopping Area <input type="checkbox"/> Apartment <input type="checkbox"/> Isolated <input type="checkbox"/> Door-to-Door <input type="checkbox"/> Flea Market <input type="checkbox"/> Other</p> <p>3. How many employees: _____</p> <p>4. How many registers/Terminals: _____</p> <p>5. Is proper license visible? <input type="checkbox"/> Yes <input type="checkbox"/> No, explain: _____</p> <p>6. Where is the merchant name displayed at the site? <input type="checkbox"/> Window <input type="checkbox"/> Door <input type="checkbox"/> Store Front</p> <p>7. Merchant Occupies: <input type="checkbox"/> Ground Floor <input type="checkbox"/> Other: _____</p> <p>8. # of Floors/Levels: <input type="checkbox"/> 1 <input type="checkbox"/> 2-4 <input type="checkbox"/> 5-10 <input type="checkbox"/> 11+</p> <p>9. Remaining Floor(s) Occupied by: <input type="checkbox"/> Residential <input type="checkbox"/> Commercial <input type="checkbox"/> Combination <input type="checkbox"/> None</p> <p>10. Approximate Square Footage: <input type="checkbox"/> 0-250 <input type="checkbox"/> 251-500 <input type="checkbox"/> 501-2,000 <input type="checkbox"/> 2,001 plus</p> <p>11. Are customers required to leave a deposit? <input type="checkbox"/> No <input type="checkbox"/> Yes If Yes, % of deposit required: _____%</p> <p>12. Return Policy: <input type="checkbox"/> Full Refund <input type="checkbox"/> Exchange Only <input type="checkbox"/> None</p>	<p>13. Do you have a refund policy for MC/Visa/Discover® Network-PayPal/American Express OptBlue® Sales? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, check one: <input type="checkbox"/> Exchange <input type="checkbox"/> MC/Visa/Discover Network - PayPal/ <input type="checkbox"/> Store Credit American Express OptBlue® Credit</p> <p>If MC/V/Discover Network-PayPal/American Express OptBlue® Credit, within how many days do you submit credit transactions? <input type="checkbox"/> 0-3 <input type="checkbox"/> 4-7 <input type="checkbox"/> 8-14 <input type="checkbox"/> Over 14</p> <p>14. Advertising Method (<i>Attach at least one</i>): <input type="checkbox"/> Catalog <input type="checkbox"/> Brochure <input type="checkbox"/> Direct Mail <input type="checkbox"/> TV/Radio <input type="checkbox"/> Internet <input type="checkbox"/> Phone <input type="checkbox"/> Newspaper/Journals <input type="checkbox"/> Other</p> <p><i>Marketing Materials required for Mail Order, B to B, Internet over \$1 Million in annual volume. Attach Web Page for Internet Merchant.</i></p> <p>15. Previous Processor: _____</p> <p>16. Check Reason For Leaving: <input type="checkbox"/> Rate <input type="checkbox"/> Service <input type="checkbox"/> Terminated <input type="checkbox"/> Other: _____</p> <p style="text-align: center;">Mail/Telephone Order/Business to Business/Internet Information (All Questions must be Answered)</p> <p>1. What is the time frame from transaction to delivery? (% of orders delivered in): 0-7 days _____% + 8-14 days _____% + 15-30 days _____% + over 30 days _____% = 100%</p> <p>2. MC/Visa/Discover Network-PayPal/American Express OptBlue® sales are deposited (<i>check one</i>): <input type="checkbox"/> Date of order <input type="checkbox"/> Date of delivery <input type="checkbox"/> Other (<i>specify</i>): _____</p> <p>3. Does any of your cardholder billing involve automatic renewals or recurring transactions (<i>i.e., cardholder authorizes initial sale only</i>)? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>
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➔ **Merchant Initials:** _____

3. OWNERS / PARTNERS / OFFICERS

OWNER / PARTNER / OFFICER 1				OWNER / PARTNER / OFFICER 2			
Name: (First, MI, Last)		% Ownership:		Name: (First, MI, Last)		% Ownership:	
Title:				Title:			
Home Address: (No P.O. Box)				Home Address: (No P.O. Box)			
City:	State:	Zip:	Country:	City:	State:	Zip:	Country:
Telephone #:		Social Security #:		Telephone #:		Social Security #:	
D.O.B.:	DL #:	State:		D.O.B.:	DL #:	State:	

4. SETTLEMENT INFORMATION

Deposit Bank: _____

Transit/ABA #: _____ Deposit Account #: _____

ACH Detail Flag: Individual Combined Separate (defaults to Combined if option not selected)

5. TRANSACTION INFORMATION

FINANCIAL DATA				WHERE IS SALE TRANSACTED? (Must = 100%)	
Gross YEARLY Sales Volume (Cash + Credit + Debit + Check)	\$ _____	Avg. MC/Visa/Discover Network - PayPal Ticket (Estimate If Never Processed in Past)	\$ _____	Store Front/Swiped	_____ %
Average YEARLY MC/Visa Volume	\$ _____	Avg. American Express OptBlue® Ticket (Estimate If Never Processed in Past)	\$ _____	Internet	_____ %
Average YEARLY Discover Network - PayPal Volume	\$ _____	Highest Ticket Amount	\$ _____	Mail Order	_____ %
Average YEARLY American Express OptBlue® Volume	\$ _____			Telephone Order	_____ %
Seasonal? <input type="checkbox"/> No <input type="checkbox"/> Yes High Volume Months Open: _____				Total	_____ 100%

6. GRID INFORMATION - INTERNAL USE ONLY

AUTHORIZATION GRID ID#: _____ USER DEFINED GRID ID#: _____ MFC GRID ID: _____ 8-pos. Alpha/Numeric

MC TIERED GRID ID 8-pos. Alpha/Numeric	VISA TIERED GRID ID 8-pos. Alpha/Numeric	DISCOVER NETWORK - PayPal TIERED GRID ID 8-pos. Alpha/Numeric	AMERICAN EXPRESS OptBlue® TIERED GRID ID 8-pos. Alpha/Numeric
MC CREDIT MPG ID 8-pos. Alpha/Numeric	VISA CREDIT MPG ID 8-pos. Alpha/Numeric	DISCOVER NETWORK - PayPal CREDIT MPG ID 8-pos. Alpha/Numeric	AMERICAN EXPRESS OptBlue® CREDIT MPG ID 8-pos. Alpha/Numeric
MC DEBIT MPG ID 8-pos. Alpha/Numeric	VISA DEBIT MPG ID 8-pos. Alpha/Numeric	DISCOVER NETWORK DEBIT MPG ID 8-pos. Alpha/Numeric	

7. SERVICE FEE SCHEDULE

Accept all MasterCard, Visa, Discover Network and American Express OptBlue® Transactions (presumed, unless any selections below are checked)

MasterCard	Visa	Discover Network	American Express OptBlue®
<input type="checkbox"/> MC Credit Transactions	<input type="checkbox"/> Visa Credit Transactions	<input type="checkbox"/> Discover Network Credit Transactions	<input type="checkbox"/> American Express Credit Transactions
<input type="checkbox"/> MC Non-PIN Debit Trans.	<input type="checkbox"/> Visa Non-PIN Debit Trans.	<input type="checkbox"/> Discover Network Non-PIN Debit Trans.	
		Discover Network - PayPal	
<input type="checkbox"/> Discount Collected <input type="checkbox"/> Daily <input type="checkbox"/> Monthly		<input type="checkbox"/> Discover Network - PayPal Credit Transactions	

Tiered

Discount Fees (Based on Gross Sales Volume)

	Discount	MPG TXN Fee		Discount	MPG TXN Fee		Discount	MPG TXN Fee		Discount	MPG TXN Fee
MC Qual Credit	%	\$	Visa Qual Credit	%	\$	Discover Network - PayPal Qual Credit	%	\$	American Express OptBlue® Qual Credit	%	\$
MC Mid-Qual Credit	%	\$	Visa Mid-Qual Credit	%	\$	Discover Network - PayPal Mid-Qual Credit	%	\$	American Express OptBlue® Mid-Qual Credit	%	\$
MC Non-Qual Credit	%	\$	Visa Non-Qual Credit	%	\$	Discover Network - PayPal Non-Qual Credit	%	\$	American Express OptBlue® Non-Qual Credit	%	\$
MC Worldcard Qual	%	\$	Visa Rewards 1	%	\$						
MC Worldcard Mid-Qual	%	\$	Visa Rewards 2	%	\$						
MC Worldcard Non-Qual	%	\$									
MC Qual Debit	%	\$	Visa Qual Debit	%	\$	Discover Network Qual Debit	%	\$			
MC Mid-Qual Debit	%	\$	Visa Mid-Qual Debit	%	\$	Discover Network Mid-Qual Debit	%	\$			
MC Non-Qual Debit	%	\$	Visa Non-Qual Debit	%	\$	Discover Network Non-Qual Debit	%	\$			
MC Regulated Debit Discount	%	\$	Visa Regulated Debit Discount	%	\$	Discover Network Regulated Debit Disc't	%	\$			

7. SERVICE FEE SCHEDULE (cont'd)

ERR											
	Discount	Non-Qual Fees		Discount	Non-Qual Fees		Discount	Non-Qual Fees		Discount	Non-Qual Fees
MC Qual Credit	%	%	Visa Qual Credit	%	%	Discover Network - PayPal Qual Credit	%	%	American Express OptBlue® Qual Credit	%	%
MC Qual Debit	%	%	Visa Qual Debit	%	%	Discover Network Qual Debit	%	%			

■ Pass Through Interchange - Includes Dues and Assessments

	Discount (Based on Gross Sales Vol.)		Discount (Based on Gross Sales Vol.)		Discount (Based on Gross Sales Vol.)		Discount (Based on Gross Sales Vol.)
MC Qual Credit	%	Visa Qual Credit	%	Discover Network - PayPal Qual Credit	%	American Express OptBlue® Qual Credit	%
MC Qual Debit	%	Visa Qual Debit	%	Discover Network Qual Debit	%	American Express OptBlue® has Program Pricing and not Interchange and are subject to change.	

Other Item Rate

MC Credit	\$	Visa Credit	\$	Discover Network - PayPal Credit	\$	American Express OptBlue® Credit	\$
MC Debit	\$	Visa Debit	\$	Discover Network Debit	\$		

Other Volume %

MC Credit	%	Visa Credit	%	Discover Network - PayPal Credit	%	American Express OptBlue® Credit	%
MC Debit	%	Visa Debit	%	Discover Network Debit	%		

PIN Debit

Pass Through Debit Network Fees Other Item Rate \$ _____ (per item) Other Volume Percent _____% (per item)

Fleet

WEX: Other Item Rate \$ _____ (per item) **Voyager:** Qual _____% Other Item Rate \$ _____ (per item)

TeleCheck

ECA Warranty Mail Order Warranty Single Hold Check Warranty Multiple Hold Check Warranty Paper Warranty C.O.D. Warranty SE # _____

Inquiry Rate _____% Per TXN Fee \$ _____ Stmt/Processing Fee \$ **5.00** ECA Chargeback Fee \$ **5.00**

Dec. Risk Surcharge **.10**% Monthly Minimum Fee \$ _____ (Per Location) Customer Requested Operator Call (CROC) \$ **2.50**

Miscellaneous Fees

<input type="checkbox"/> Dues and Assessments	V/MC Chargeback Fee (Per Item) \$ _____	V/MC Retrieval Fee (12B Letter) (Per Item) \$ _____	Return Trans. Fee (Per Item) \$ _____
Sales Transaction Fee (Per Item) \$ _____	Batch Fee (Per Item) \$ _____	Early Termination Fee (One Time Fee) \$ _____	eIDS Access Fee (Flat Rate) \$ _____
EBT - Food Stamps (Per Item) \$ _____ #: _____	EBT - Cash Benefits (Per Item) \$ _____	Other: \$ _____	
Minimum Monthly Fee \$ _____	Monthly Statement Fee (Acct on File) \$ _____	ACH Reject Fee (Per Item) \$ _____	Pass Visa Trans Integrity Fee <input type="checkbox"/> Yes <input type="checkbox"/> No
MC License Fee (Per Sales Item) \$ _____	(Sales Volume) _____%	(Flat Rate) \$ _____	<input type="checkbox"/> Monthly <input type="checkbox"/> Annually in December
Visa Proc Fee (Per Item) \$ _____	MC Proc Fee (Per Item) \$ _____	Visa BIN Fee (Per Item) \$ _____	MC ICA Fee (Per Item) \$ _____
Pass Visa Fixed Acquirer Network Fee (FANF) <input type="checkbox"/> Yes <input type="checkbox"/> No	Visa FANF Card Present Surcharge (Flat Rate) \$ _____	Visa FANF Card Not Present Surcharge (Flat Rate) \$ _____	
Pass Visa Acquirer Processing Fee <input type="checkbox"/> Yes <input type="checkbox"/> No	Pass Visa Misuse of Auth Fee <input type="checkbox"/> Yes <input type="checkbox"/> No	Pass Visa Zero Floor Limit Fee <input type="checkbox"/> Yes <input type="checkbox"/> No	Pass Visa Int'l Acquirer Fee <input type="checkbox"/> Yes <input type="checkbox"/> No
Pass MC Acquirer Support Fee <input type="checkbox"/> Yes <input type="checkbox"/> No	Pass MC Cross Border Fee <input type="checkbox"/> Yes <input type="checkbox"/> No	Pass Discover Data Usage Charge <input type="checkbox"/> Yes <input type="checkbox"/> No	Pass Visa Acq ISA Fee <input type="checkbox"/> Yes <input type="checkbox"/> No
Pass MC Proc Integrity Fee <input type="checkbox"/> Yes <input type="checkbox"/> No	Pass Discover Int'l Proc Fee <input type="checkbox"/> Yes <input type="checkbox"/> No	Pass Discover Int'l Service Fee <input type="checkbox"/> Yes <input type="checkbox"/> No	Pass MC Nat'l Acquirer Brand Usage (NABU) Fee <input type="checkbox"/> Yes <input type="checkbox"/> No

Authorization & Capture Transaction Fees		First Data PayeezySM Gateway Services		First Data PayeezySM Gateway Services Telecheck	
MC/Visa Auth & Capture Fee: \$ _____ (per item)		<input type="checkbox"/> Payeezy Gateway Participation	Payeezy Gateway Effective Date: _____		
Discover Network PayPal Auth & Capture Fee: \$ _____ (per item)		Payeezy Gateway One Time Setup Fee \$ _____ (one time)		Payeezy Gateway TeleCheck Auth Fee \$ _____ (per item)	
American Express OptBlue® Auth & Capture Fee: \$ _____ (per item)		Payeezy Gateway Monthly Fee \$ _____ (monthly)		Payeezy Gateway TeleCheck Deposit Fee \$ _____ (per item)	
American Express Pass Through (existing) SE #: _____		Payeezy Gateway Auth Fee \$ _____ (per item)		Payeezy Gateway TeleCheck Adjustment Fee \$ _____ (per item)	
Voice Authorization \$ _____ (per item)		Payeezy Gateway AVS Fee \$ _____ (per item)			
Electronic AVS Fee \$ _____ (per item)		Payeezy PayPal Auth Fee \$ _____ (per item)			
Voice AVS Fee \$ _____ (per item)		Payeezy PayPal Sale Fee \$ _____ (per item)			
ARU Fee \$ _____ (per item)		Payeezy PayPal Return Fee \$ _____ (per item)			

User Defined Grid Fees			TIN/TFN & Regulatory Product Fees		
Wireless Monthly Service Fee \$ _____	AccessOne Fee \$ _____		Reg. Product Fee (Monthly) \$ _____		
Customer Service Fee \$ _____	Debit Access Fee \$ _____		TIN/TFN Invalid (Monthly) \$ _____		
Supplies: \$ _____	Other: \$ _____		Website Usage (Per Item) \$ _____		

➔ **Merchant Initials:** _____

7. SERVICE FEE SCHEDULE (cont'd)

Merchant Fee Control Grid Fees

Annual Fee \$ _____	Other: _____ \$ _____	Other: _____ \$ _____
Month _____	<input type="checkbox"/> Per item <input type="checkbox"/> Monthly <input type="checkbox"/> Annually Month _____	<input type="checkbox"/> Per item <input type="checkbox"/> Monthly <input type="checkbox"/> Annually Month _____
Pass Visa File Transmission Fee <input type="checkbox"/> Yes <input type="checkbox"/> No	Visa File Transmission Transaction Fee Surcharge (Flat Rate) \$ _____	
Pass Visa Acquirer Credit Voucher Data Processing Fee <input type="checkbox"/> Yes <input type="checkbox"/> No	Visa Acquirer Credit Voucher Data Processing Fee Surcharge (Per Item) \$ _____	
Pass Visa AFD Non Participation Fee <input type="checkbox"/> Yes <input type="checkbox"/> No	Visa AFD Non Participation Fee Surcharge (Per Item) \$ _____	
Pass Discover Network Auth Fee <input type="checkbox"/> Yes <input type="checkbox"/> No	Discover Network Auth Fee Surcharge (Flat Rate) \$ _____ or (Per Item) \$ _____	
Discover Dispute Fee (Per Item) \$ _____	Discover Retrieval Fee (Per Item) \$ _____	
Pass PayPal Participation Authorization Fee <input type="checkbox"/> Yes <input type="checkbox"/> No	PayPal Participation Authorization Fee Surcharge (Sales Volume) _____ %	
Pass American Express OptBlue® Access Fee <input type="checkbox"/> Yes <input type="checkbox"/> No		
Pass American Express OptBlue® Network Fee <input type="checkbox"/> Yes <input type="checkbox"/> No	American Express OptBlue® Network Fee Surcharge (Sales Volume) _____ %	
American Express Dispute Fee (Per Item) \$ _____	American Express Retrieval Fee (Per Item) \$ _____	
Pass MasterCard Kilobyte Fee <input type="checkbox"/> Yes <input type="checkbox"/> No	MasterCard Kilobyte Fee Surcharge (Flat Rate) \$ _____ or (Per Item) \$ _____	
Pass MasterCard CVC2 Fee <input type="checkbox"/> Yes <input type="checkbox"/> No	MasterCard CVC2 Fee Surcharge (Flat Rate) \$ _____ or (Per Item) \$ _____	
Pass MasterCard ICA AVS Fee <input type="checkbox"/> Yes <input type="checkbox"/> No	MasterCard ICA AVS Fee Surcharge (Per Item) \$ _____	
Pass MasterCard Digital Enablement Fee <input type="checkbox"/> Yes <input type="checkbox"/> No	MasterCard Digital Enablement Fee Surcharge (Sales Volume) _____ %	
Pass MasterCard Business to Business US <input type="checkbox"/> Yes <input type="checkbox"/> No	MasterCard Business to Business US Surcharge (Sales Volume) _____ %	
Pass MasterCard SecureCode Transaction Fee <input type="checkbox"/> Yes <input type="checkbox"/> No	MasterCard SecureCode Transaction Fee Surcharge (Flat Rate) \$ _____	
Pass MasterCard Location Fee <input type="checkbox"/> Yes <input type="checkbox"/> No	MasterCard Location Fee Surcharge (Flat Rate) \$ _____	
Pass STAR Debit Network Annual Fee <input type="checkbox"/> Yes <input type="checkbox"/> No	STAR Debit Network Annual Fee Surcharge (Flat Rate) \$ _____	
Pass Pulse Debit Network Annual Fee <input type="checkbox"/> Yes <input type="checkbox"/> No	Pulse Debit Network Annual Fee Surcharge (Flat Rate) \$ _____	
Pass Jeanie Debit Network Annual Fee <input type="checkbox"/> Yes <input type="checkbox"/> No	Jeanie Debit Network Annual Fee Surcharge (Flat Rate) \$ _____	
Pass NYCE Debit Network Annual Fee <input type="checkbox"/> Yes <input type="checkbox"/> No	NYCE Debit Network Annual Fee Surcharge (Flat Rate) \$ _____	
Pass Accel Debit Network Annual Fee <input type="checkbox"/> Yes <input type="checkbox"/> No	Accel Debit Network Annual Fee Surcharge (Flat Rate) \$ _____	
TransArmor Solution Full Bundle Fee (Flat Rate) \$ _____	TransArmor Solution PCI Only Fee (Flat Rate) \$ _____	TransArmor Data Protection Fee (Flat Rate) \$ _____
TransArmor Essentials Solution NonClover Fee (Flat Rate) \$ _____	TransArmor Essentials Solution for Clover Fee (Flat Rate) \$ _____	TransArmor Solution Bundle w/o TransArmor Data Protection (Flat Rate) \$ _____
Clover Service Fee Monthly (per station) (Flat Rate) \$ _____	Wireless Monthly Service Fee (Per Item) \$ _____	Wireless Activation Fee (Flat Rate) \$ _____
Clover Go Monthly Fee (per MID) (Flat Rate) \$ _____	Insightics Solution Monthly Fee (per MID) (Flat Rate) \$ _____	Payeezy Webstore Solution Monthly Fee (per webstore) (Flat Rate) \$ _____
Perka Solution Monthly Fee (per MID) (Flat Rate) \$ _____	<i>(For the Perka Solution, you will be provided with registration instructions and will be asked to electronically agree to Perka Inc.'s terms and conditions)</i>	
DCC Chargeback Fee Per Chargeback \$ _____	DCC Retrieval Fee Per Retrieval \$ _____	DCC Transaction Fee Per Settlement \$ _____

8. EQUIPMENT/THIRD PARTY INFORMATION

Network (Front End): Omaha North Nashville Buypass

Do you use any third party to store, process or transmit cardholder data? Yes No

If yes, identify the Third Party Processor used: 00 None 01 Yahoo 02 Authorize.net 03 Cybersource 04 Verifone 05 Merchant Link 06 Shift 4
 07 Apriva 08 FIS 09 Six Payment Services Corp 10 Verisign 99 Other (please specify) _____

INTERNET GATEWAY: First Data Global Gateway Other: _____

Wireless Network: _____

PC/Internet Software _____ Quantity _____ New Rent Lease Existing

Terminal Model _____ Quantity _____ New Rent Lease Existing

Printer Model _____ Quantity _____ New Rent Lease Existing

PIN Pad _____ Quantity _____ New Rent Lease Existing

➔ **Merchant Initials:** _____

8. EQUIPMENT/THIRD PARTY INFORMATION (cont'd)

LEASE COMPANY: (04) First Data Global Leasing **Annual Tax Handling Fee:**
 Lease Term: _____ Mos. AL, AR, CA, CT, GA, IN, KY, LA, MS, MO, NE, NV, NM, All other States **30.20** **10.20**
 NC, OK, OR, RI, SC, TN, TX, VT, VA, WA, WV, WI, WY

Total Monthly Lease Charge: \$ _____ **Total Cost To Lease (without tax): \$** _____

(w/o taxes, late fees, or other charges that may apply – See Lease Agreement in Program Guide for details. This is a non-cancelable lease for the full term indicated.)

Option to purchase: If you wish to buyout the equipment, please contact 1-877-257-2094 to obtain the cost.

Address	City	State	Zip	Attention:
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9. SIGNATURE(S)

Client certifies that all information set forth in this completed Merchant Processing Application is true and correct and that Client has received a copy of the Program Guide and Confirmation Page, which is part of this Merchant Processing Application (consisting of Sections 1-9), and by this reference incorporated herein. Client acknowledges and agrees that we, our Affiliates and our third party subcontractors and/or agents may use automatic telephone dialing systems to contact Client at the telephone number(s) Client has provided in this Merchant Processing Application and/or may leave a detailed voice message in the event that Client is unable to be reached, even if the number provided is a cellular or wireless number or if Client has previously registered on a Do Not Call list or requested not to be contacted Client for solicitation purposes. Client hereby consents to receiving commercial electronic mail messages from us, our Affiliates and our third party subcontractors and/or agents from time to time. Client further agrees that Client will not accept more than 20% of its card transactions via mail, telephone or Internet order. However, if your Application is approved based upon contrary information stated in Section 8, Transaction Information section above, you are authorized to accept transactions in accordance with the percentages indicated in that section. This signature page also serves as a signature page to the Equipment Lease Agreement, and the TeleCheck Services Agreement appearing in the Third Party Section of the Program Guide, if selected, the undersigned Client being the "Lessee" for purposes of such Equipment Lease Agreement and/or "You" and "Your" for the purposes of the TeleCheck Services Agreement.

By signing below, each of the undersigned authorizes us, our Affiliates and our third party subcontractors and/or agents to verify the information contained in this Application and to request and obtain from any consumer reporting agency and other sources, including bank references, personal and business consumer reports and other information and to disclose such information amongst each other for any purpose permitted by law. If the Application is approved, each of the undersigned also authorizes us, our Affiliates and our third party subcontractors and/or agents to obtain subsequent consumer reports and other information from other sources, including bank references, in connection with the review, maintenance, updating, renewal or extension of the Agreement or for any other purpose permitted by law and disclose such information amongst each other. Each of the undersigned furthermore agrees that all references, including banks and consumer reporting agencies, may release any and all personal and business credit financial information to us, our Affiliates and our third party subcontractors and/or agents. Each of the undersigned authorizes us, our Affiliates and our third party subcontractors and/or agents to provide amongst each other the information contained in this Merchant Processing Application and Agreement and any information received subsequent thereto from all references, including banks and consumer reporting agencies for any purpose permitted by law. It is our policy to obtain certain information in order to verify your identity while processing your account application.

As part of our approval, processing services, continuing fraud prevention and account review processes, the undersigned consents to the use of information gathered online or that you submit to us, and/or automated electronic computer security screening, by us or our third party vendors.

Client authorizes FDMS and Bank and their affiliates to debit Client's designated bank account via Automated Clearing House (ACH) for costs associated with equipment hardware, software and shipping.

You further acknowledge and agree that you will not use your merchant account and/or the Services for illegal transactions, for example, those prohibited by the Unlawful Internet Gambling Enforcement Act, 31 U.S.C. Section 5361 et seq, as may be amended from time to time, or processing and acceptance of transactions in certain jurisdictions pursuant to 31 CFR Part 500 et seq. and other laws enforced by the Office of Foreign Assets Control (OFAC).

Client certifies, under penalties of perjury, that the federal taxpayer identification number and corresponding filing name provided herein are correct.

Client agrees to all the terms of this Merchant Processing Application and Agreement. This Merchant Processing Application and Agreement shall not take effect until Client has been approved and this Agreement has been accepted by FDMS and Bank.

Client's Business Principal/Officer:

Signature X _____	Title _____
Print Name of Signer _____	Date _____
Signature X _____	Title _____
Print Name of Signer _____	Date _____
Signature X _____	Title _____
Print Name of Signer _____	Date _____

(Servicers): For First Data Merchant Services LLC and Wells Fargo Bank, N.A., (a member of Visa USA, Inc. and MasterCard International, Inc.)

X Signature _____

TELECHECK ACH AUTHORIZATION

ACH Debit and Credit Authorization: Client authorizes its Financial Institution to pay and charge to its account the amount(s) due TeleCheck under this TeleCheck Agreement and to accept all credits and debits made to its account by TeleCheck via electronic funds transfer in connection with TeleCheck's services under this TeleCheck Agreement. This authorization shall remain in effect until (30) thirty days after revoked in writing.

Signature **X** _____ Print Name/Title: _____ Date _____
 Authorized Signature on TeleCheck Account for ACH

Personal Guarantee: In exchange for First Data Merchant Services LLC, Wells Fargo Bank, N.A., (a member of Visa USA, Inc. and MasterCard International, Inc.), and TeleCheck Services, Inc. (the Guaranteed Parties) acceptance of, as applicable, the Agreement, and/or the Equipment Lease Agreement and/or the TeleCheck/TRS Services Agreement, the undersigned unconditionally and irrevocably guarantees the full payment and performance of Client's obligations under the foregoing agreements, as applicable, as they now exist or as modified from time to time, whether before or after termination or expiration of such agreements and whether or not the undersigned has received notice of any amendment of such agreements. The undersigned waives notice of default by Client and agrees to indemnify the Guaranteed Parties for any and all amounts due from Client under the foregoing agreements. The Guaranteed Parties shall not be required to first proceed against Client to enforce any remedy before proceeding against the undersigned. This is a continuing personal guaranty and shall not be discharged or affected for any reason. The undersigned understands that this is a Personal Guaranty of payment and not of collection and that the Guaranteed Parties are relying upon this Personal Guaranty in entering into the foregoing agreements, as applicable.

Personal Guarantee Signature X _____ Print Name: _____ Date _____
Personal Guarantee Signature X _____ Print Name: _____ Date _____

CONFIRMATION PAGE

PROCESSOR INFORMATION: Name: First Data Merchant Services
Address: 1307 Walt Whitman Road, Melville, NY 11747
URL: _____ Customer Service #: 1-800-858-1166

Please read the Program Guide in its entirety. It describes the terms under which we will provide merchant processing Services to you.

From time to time you may have questions regarding the contents of your Agreement with Bank and/or Processor or the contents of your Agreement with TeleCheck. The following information summarizes portions of your Agreement in order to assist you in answering some of the questions we are most commonly asked.

1. **Your Discount Rates are assessed** on transactions that qualify for certain reduced interchange rates imposed by MasterCard, Visa, Discover and PayPal. Any transactions that fail to qualify for these reduced rates will be charged an additional fee (see Section 25 of the Program Guide).
2. **We may debit your bank account** (also referred to as your Settlement Account) from time to time for amounts owed to us under the Agreement.
3. **There are many reasons why a Chargeback may occur.** When they occur we will debit your settlement funds or Settlement Account. For a more detailed discussion regarding Chargebacks see Section 14 of the Your Payments Acceptance Guide or see the applicable provisions of the TeleCheck Services Agreement.
4. **If you dispute any charge or funding,** you must notify us within 60 days of the date of the statement where the charge or funding appears for Card Processing or within 30 days of the date of a TeleCheck transaction.
5. **The Agreement limits our liability to you.** For a detailed description of the limitation of liability see Section 27, 37.3, and 39.10 of the Card General Terms; or Section 1.14 of the TeleCheck Services Agreement.
6. **We have assumed certain risks** by agreeing to provide you with Card processing or check services. Accordingly, we may take certain actions to mitigate our risk, including termination of the Agreement, and/or hold monies otherwise payable to you (see Card Processing General Terms in Section 30, Term; Events of Default and Section 31, Reserve Account; Security Interest), (see TeleCheck Services Agreement in Sections 1.1, 1.3.2, 1.3.9, 1.6), under certain circumstances.
7. **By executing this Agreement with us** you are authorizing us and our Affiliates to obtain financial and credit information regarding your business and the signers and guarantors of the Agreement until all your obligations to us and our Affiliates are satisfied.
8. **The Agreement contains a provision** that in the event you terminate the Agreement prior to the expiration of your initial three (3) year term, you will be responsible for the payment of an early termination fee as set forth in Part IV, A.3 under "Additional Fee Information" and Section 1 of the TeleCheck Services Agreement.
9. **If you lease equipment from Processor,** it is important that you review Section 1 in Third Party Agreements. Bank is not a party to this Agreement. THIS IS A NON-CANCELABLE LEASE FOR THE FULL TERM INDICATED.

10. Card Organization Disclosure

Visa and MasterCard Member Bank Information: Wells Fargo Bank N.A.

The Bank's mailing address is 1200 Montego, Walnut Creek, CA 94598, and its phone number is (925) 746-4143.

Important Member Bank Responsibilities:

- a) The Bank is the only entity approved to extend acceptance of Visa and MasterCard products directly to a merchant.
- b) The Bank must be a principal (signer) to the Agreement.
- c) The Bank is responsible for educating merchants on pertinent Visa and MasterCard rules with which merchants must comply; but this information may be provided to you by Processor.
- d) The Bank is responsible for and must provide settlement funds to the merchant.
- e) The Bank is responsible for all funds held in reserve that are derived from settlement.
- f) The Bank is the ultimate authority should a merchant have any problems with Visa or MasterCard products (however, Processor also will assist you with any such problems).

Important Merchant Responsibilities:

- a) Ensure compliance with Cardholder data security and storage requirements.
- b) Maintain fraud and Chargebacks below Card Organization thresholds.
- c) Review and understand the terms of the Merchant Agreement.
- d) Comply with Card Organization Rules and applicable law and regulations.
- e) Retain a signed copy of this Disclosure Page.
- f) You may download "Visa Regulations" from Visa's website at: <https://usa.visa.com/support/merchant.html>.
- g) You may download "MasterCard Regulations" from MasterCard's website at: <http://www.mastercard.com/us/merchant/support/rules.html>.
- h) You may download "American Express Merchant Operating Guide" from American Express' website at: www.americanexpress.com/merchanttopguide.

Print Client's Business Legal Name: _____

By its signature below, Client acknowledges that it has received the Merchant Processing Application, Program Terms and Conditions [version _____] consisting of 52 pages [including this Confirmation Page and the applicable Third Party Agreement(s)].

Client further acknowledges reading and agreeing to all terms in the Program Terms and Conditions. Upon receipt of a signed facsimile or original of this Confirmation Page by us, Client's Application will be processed.

NO ALTERATIONS OR STRIKE-OUTS TO THE PROGRAM TERMS AND CONDITIONS WILL BE ACCEPTED.

Client's Business Principal:

Signature (Please sign below):

X _____

Title _____

Date _____

Please Print Name of Signer _____



Seasonal Hold Information:

Months Processing Ability should be turned off: _____
Seasonal Holds are subject to a monthly fee of \$17 each month the account is on a seasonal hold.

Duplication Protection:

When a credit card is run twice within two hours for the same amount the second charge will automatically be rejected to protect against duplicate charges.

To remove this setting, please sign below:

Remove my duplication feature: _____ Date: _____

The full program guide can be found at www.hybridpayments.com/pg

VOIDED CHECK FORM

For Verification Purposes only

Please attach a voided check below in order for your funds to be deposited into the correct account.

Fax to: 888-846-4953

Attach Voided Check Here

Please Note: By default your account will be set up with the duplication feature turned on. This will prevent you from charging the same dollar amount to the same card number within a 2 hour period, to help prevent duplicate transactions.

**In order to turn off this feature you must contact customer service at 877-755-4829 Ext. 2 or via email at customerservice@hybridpayments.com

By signing below, I authorize the above settings and the ability for Hybrid Payments to credit and debit funds on the bank account provided with this form.



Merchant Signature

Printed Name