



MERCHANT APPLICATION AND AGREEMENT

PARTIES AND SERVICES

INTERNAL USE ONLY			
MERCHANT #	MCC	REFERRAL SOURCE/ASSOCIATION NAME	
AGENT #	CORP #	CHAIN #	
SALES REPRESENTATIVE	PHONE	SALES ID	REFERRAL #

ESTIMATED DATE OF FIRST CREDIT CARD ACCEPTANCE: _____ **CARD ACCEPTANCE REQUESTED:** CREDIT ONLY DEBIT ONLY CREDIT and DEBIT

MERCHANT INFORMATION*			
BUSINESS LEGAL NAME		IS YOUR BUSINESS SEASONAL? <input type="checkbox"/> YES <input type="checkbox"/> NO	
MAILING/BILLING ADDRESS		CITY	STATE ZIP
PHONE	DBA FAX #** LEGAL FAX #**	TAX ID #	TOTAL # OF LOCATIONS
MERCHANT "DOING BUSINESS AS" NAME		BUSINESS START DATE (MONTH/YEAR)	HOW LONG AT THIS LOCATION?
LOCATION ADDRESS (No P.O. Box)		CITY	STATE ZIP
PHONE	PRIMARY MERCHANT CONTACT NAME	E-MAIL ADDRESS**	
TYPE OF OWNERSHIP: <input type="checkbox"/> SOLE OWNERSHIP <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> JOINT VENTURE <input type="checkbox"/> LLC <input type="checkbox"/> PUBLIC CORP <input type="checkbox"/> PRIVATE CORP <input type="checkbox"/> GOVT. CORP <input type="checkbox"/> NON-PROFIT <input type="checkbox"/> OTHER			
TYPE OF BUSINESS: <input type="checkbox"/> RETAIL <input type="checkbox"/> WHOLESALE <input type="checkbox"/> RESTAURANT <input type="checkbox"/> LODGING <input type="checkbox"/> MAIL ORDER <input type="checkbox"/> TELEPHONE ORDER <input type="checkbox"/> CONVENIENCE STORE <input type="checkbox"/> CONVENIENCE STORE WITH GAS <input type="checkbox"/> INTERNET <input type="checkbox"/> BUSINESS TO BUSINESS <input type="checkbox"/> HOME-BASED <input type="checkbox"/> OTHER			
LIST ALL WEBSITE ADDRESSES: DESCRIBE THE MERCHANDISE SOLD OR SERVICE PROVIDED			
CHECK METHOD OF ADVERTISING AND INCLUDE ANY MATERIALS: <input type="checkbox"/> YELLOW PAGES AD <input type="checkbox"/> CATALOG <input type="checkbox"/> DIRECT MAIL — LETTER/BROCHURE <input type="checkbox"/> TV/RADIO <input type="checkbox"/> TELEPHONE/TELEMARKETING <input type="checkbox"/> NEWSPAPER/MAGAZINE ADVERTISEMENT <input type="checkbox"/> REFERRAL <input type="checkbox"/> INTERNET/E-MAIL			
MAIL/FAX CHARGEBACK/RETRIEVALS TO: <input type="checkbox"/> OUTLET <input type="checkbox"/> CORPORATE		<input type="checkbox"/> RECON SOLUTIONS	
DELIVER STATEMENTS TO: <input type="checkbox"/> OUTLET <input type="checkbox"/> CORPORATE		DELIVER BY: <input type="checkbox"/> MAIL <input type="checkbox"/> E-MAIL** _____ <input type="checkbox"/> OUTLET <input type="checkbox"/> CHAIN	
AMERICAN EXPRESS MERCHANT #		DISCOVER MERCHANT #	
EQUIPMENT TYPE: <input type="checkbox"/> RENT <input type="checkbox"/> PURCHASE <input type="checkbox"/> LEASE <input type="checkbox"/> REPROGRAM <input type="checkbox"/> SOFTWARE CODING ONLY: _____			

SALES DEPOSIT & REFUND POLICY			
% ANNUAL CREDIT CARD SALES GENERATED BY: [MAIL/PHONE %] [INTERNET %] [CARD SWIPE %] [HAND-KEYED ITEMS FACE-TO-FACE %] TOTAL = 100% PERCENTAGE OF CUSTOMER ORDERS DELIVERED IN: [0 DAYS %] [1-7 DAYS %] [8-14 DAYS %] [15-30 DAYS %] [MORE THAN 30 DAYS %] TOTAL = 100% NUMBER OF DAYS TO PREPARE SHIPMENTS FOR DELIVERY TO CUSTOMER FROM DATE OF ORDER: _____ ARE CUSTOMERS REQUIRED TO PROVIDE A DEPOSIT? <input type="checkbox"/> YES <input type="checkbox"/> NO IF A DEPOSIT IS REQUIRED, WHAT PERCENT OF THE TOTAL SALE IS REQUIRED? % MC/VISA SALES ARE DEPOSITED (CHECK ONE): <input type="checkbox"/> AT DATE OF ORDER <input type="checkbox"/> AT DATE OF DELIVERY <input type="checkbox"/> OTHER DO YOU HAVE A REFUND POLICY FOR YOUR MASTERCARD/VISA SALES? <input type="checkbox"/> YES <input type="checkbox"/> NO CHECK THE APPLICABLE REFUND POLICY: <input type="checkbox"/> EXCHANGE <input type="checkbox"/> STORE CREDIT <input type="checkbox"/> MC/VISA CREDIT <input type="checkbox"/> OTHER IF MC/VISA CREDIT, WITHIN HOW MANY DAYS DO YOU DEPOSIT CREDIT TRANSACTIONS? <input type="checkbox"/> 0-3 DAYS <input type="checkbox"/> 4-7 DAYS <input type="checkbox"/> 8-14 DAYS WHAT % OF PRODUCT/SERVICE DOES CUSTOMER RECEIVE AT TIME OF PURCHASE: %			

OWNERS/OFFICERS*			
(List the two owners with the largest share of ownership. Information on the individual(s) signing the application is needed below.)			
1. NAME		TITLE	
RESIDENCE ADDRESS		CITY	STATE ZIP
HOME TELEPHONE	SOCIAL SECURITY #	DATE OF BIRTH	DRIVER'S LICENSE # STATE
2. NAME		TITLE	
RESIDENCE ADDRESS		CITY	STATE ZIP
HOME TELEPHONE	SOCIAL SECURITY #	DATE OF BIRTH	DRIVER'S LICENSE # STATE
COMPANY PRESIDENT		COMPANY CFO	

CREDIT INFORMATION		
ANNUAL VISA/MASTERCARD VOLUME	AVERAGE CREDIT CARD TICKET	TOTAL SALES

* Federal regulations require that we collect information to verify customer identity and that we retain this information in our records.

** By providing us your fax number and e-mail address, you agree that we may fax and/or email information to you from time to time regarding our products and services, and third party products and services which may be of interest to you.

MAIL OR TELEPHONE ORDER SALES				
(Complete if your sales are generated by mail, telephone or Internet orders, or if your product is not delivered at the point of sale.)				
NAME OF FULFILLMENT HOUSE (IF ANY)		DELIVERY TIME FRAME	IF USING A FULFILLMENT HOUSE, WHO OWNS THE MAJORITY OF THE INVENTORY? <input type="checkbox"/> MERCHANT <input type="checkbox"/> FULFILLMENT HOUSE	
FULFILLMENT HOUSE — STREET ADDRESS		CITY	STATE	ZIP
BANK REFERENCES (attach separate sheet with trade references if applicable)				
BANK NAME (Please attach preprinted voided check.)		TRANSIT ROUTING # (ABA #)	ACCOUNT NUMBER	
ADDRESS		CITY	STATE	ZIP
IF THE MERCHANT HAS PREVIOUSLY ACCEPTED CREDIT CARDS, THE LAST 3 MONTHS* MERCHANT STATEMENTS MUST BE PROVIDED				
CURRENT CREDIT CARD PROCESSING BANK, IF APPLICABLE		REASON FOR LEAVING CURRENT PROCESSOR (IF APPLICABLE)		
BANK OR PROCESSOR NAME:				
CITY	STATE	ZIP	CONTACT	PHONE
HAVE ANY OF THE PRINCIPALS EVER FILED FOR BANKRUPTCY? FIRST PRINCIPAL <input type="checkbox"/> YES <input type="checkbox"/> NO IF YES, STATE: CHAPTER FILED: DATE:				
SECOND PRINCIPAL <input type="checkbox"/> YES <input type="checkbox"/> NO IF YES, STATE: CHAPTER FILED: DATE:				
HAVE ANY OF THE PRINCIPALS EVER MANAGED OR OWNED ANOTHER BUSINESS THAT ACCEPTED CREDIT CARDS?				
FIRST PRINCIPAL <input type="checkbox"/> YES <input type="checkbox"/> NO IF YES, BUSINESS NAME: CITY/STATE				
SECOND PRINCIPAL <input type="checkbox"/> YES <input type="checkbox"/> NO IF YES, BUSINESS NAME: CITY/STATE				

THIS MERCHANT APPLICATION AND AGREEMENT (this "Agreement") is entered into by and between First Data Services, LLC ("FDS"), for itself and on behalf of JPMorgan Chase Bank, N.A. and the Merchant identified in this Agreement. Under the terms of this Agreement, FDS will be the sole provider to Merchant of the services necessary to authorize, process and settle all of Merchant's credit and debit card transactions set forth in Schedule A to this Agreement. If a third party referred you to us for the services provided under this Agreement, such third party may be party to the Agreement, but has no rights with respect to Merchant except as provided in such third party's agreement with us.

FOR MERCHANT AND INDIVIDUAL GUARANTORS: As the person signing below on behalf of the business designated on the above Application ("Merchant"), I certify that I am an owner, partner or officer of the Merchant and have been duly authorized to sign this Merchant Application and Agreement on behalf of the Merchant. Merchant and each guarantor signing below ("Guarantor") hereby acknowledge that they have each received and read (1) Terms and Conditions for Merchant Agreement, (2) Schedule A (Pricing) and (3) the Operating Guides – Retail and Mail Order/Telephone Order/Internet Transactions. Merchant agrees to be bound by the terms and conditions contained in those documents, and each Guarantor hereby agrees to be bound as a Guarantor of the Merchant's obligations under this agreement, according to the Personal Guaranty contained in the Terms and Conditions for Merchant Agreement. Merchant hereby authorizes FDS to credit and debit Merchant's designated bank account(s) in accordance with this Agreement. Merchant represents and warrants that all information on this Application, and the related information submitted in conjunction with the Application, is true, complete and not misleading. The Application now belongs to FDS. Merchant understands that the application fee is non-refundable. Merchant, each Owner/Officer and each Guarantor hereby authorizes and agrees that FDS, or its designee, may investigate and verify the credit and financial information of Merchant, each Owner/Officer and any individual Guarantor and may obtain consumer and commercial credit reports on the Guarantors, Owners/Officers and Merchant from time to time. If the Application is approved, subsequent consumer and business credit reports may be required or used in connection with the maintenance, updating, renewal or extension of the Agreement. The Merchant, Owners/Officers and each Guarantor agrees that all business references, including banks, may release any and all credit and financial information to FDS. ANY UNILATERAL ALTERATION, STRIKEOVER OR MODIFICATION TO THE PREPRINTED TEXT OR LINE ENTRIES OF THIS MERCHANT APPLICATION AND LEGAL AGREEMENT SHALL BE OF NO EFFECT WHATSOEVER, AND AT FDS' SOLE DISCRETION, MAY RENDER THIS MERCHANT APPLICATION INVALID.

MERCHANT:

BUSINESS LEGAL NAME _____

By: _____
Individual Signature (#1 from application)

By: _____
Individual Signature (#2 from application)

Title: _____ Date: _____

Title: _____ Date: _____

Print Individual Name: _____

Print Individual Name: _____

GUARANTORS:

Individual Signature

Individual Signature

Print Guarantor Name: _____ Date: _____

Print Guarantor Name: _____ Date: _____

For FDS to request an American Express Number on behalf of the merchant through the AMEX ESA Program: By signing below, I represent that the information I have provided on the Application is complete and accurate and I authorize American Express Travel Related Services Company, Inc. ("American Express") to verify the information on this Application and to receive and exchange information about me, including, requesting reports from consumer reporting agencies. If I ask American Express whether or not a consumer report was requested, American Express will tell me, and if American Express received a report, American Express will give me the name and address of the agency that furnished it. I understand that upon American Express' approval of the business entity indicated above to accept the American Express Card, the Terms and Conditions for American Express Card Acceptance ("Terms and Conditions") will be sent to such business entity along with a Welcome Letter. By accepting the American Express Card for the purchase of goods and/or services, you agree to be bound by the Terms and Conditions.

For FDS to request a Discover Number on behalf of the merchant through the Discover Program: Client acknowledges that by accepting a Discover card for payment, Client agrees to the terms and conditions of Discover Business Services ("Discover"). Such terms and conditions will be sent to Client by Discover.

Signature: _____ Date: _____

AMEX Volume: _____ Rate/Monthly Fee: _____

APPROVED:

First Data Services, LLC, for itself and on behalf of JPMorgan Chase Bank, N.A.

By: _____ Title: _____ Date: _____

Please read the Discover Network Program Agreement in its entirety. It describes the terms under which we will provide merchant processing services to you for the Discover Card.

From time to time you may have questions regarding the contents of your Agreement with us. The following information summarizes portions of your Agreement related to Discover Card processing services in order to assist you in answering some of the questions we are most commonly asked. For more detailed information, please consult your Discover Network Program Agreement.

1. **The fees you are currently charged** pursuant to your Merchant Application and Agreement with us will be the same for your Discover Network transactions, including but not limited to your Discount Rates and Authorization fees.
2. **Your discount rates are assessed** on transactions that qualify for certain reduced interchange rates imposed by the Discover Network. Any transactions that fail to qualify for these reduced rates will be charged an additional fee. Please see Section 7 of your Discover Network Program Agreement for more detail.
3. **We may debit your bank account** from time to time for amounts owed to us under the Discover Network Program Agreement.
4. **There are many reasons** why a Chargeback may occur. When they occur we will debit your settlement funds or settlement account.
5. **If you dispute any charge or funding**, you must notify us within sixty (60) days of the date of the statement where the charge or funding appears or should have appeared.
6. **The Agreement limits our liability to you.**
7. **We have assumed certain risks** by agreeing to provide you with Discover Card processing. Accordingly, we may take certain actions to mitigate our risk, including termination of the Agreement, and/or hold monies otherwise payable to you.
8. **For additional information on Chargebacks, Limits of Liability, Reserve Account, and Security Interest, please refer to your Discover Network Program Agreement and the MAA.**
9. **Important Merchant Responsibilities:**
 - (a) Ensure compliance with cardholder data security and storage requirements.
 - (b) Review and understand the terms of the Discover Network Program Agreement.
 - (c) Comply with Discover Network rules.

Print Merchant's Business Legal Name: _____

By its signature below, Merchant acknowledges that it received the complete Discover Network Program Agreement (Version Disc1112SPC) consisting of 14 pages (including this confirmation).

Merchant further acknowledges reading and agreeing to all terms in the Discover Network Program Agreement, which shall be incorporated into Merchant's MAA.

Upon receipt of a signed facsimile or original of this Confirmation Page by us, Merchant's Application will be processed.

Merchant's Business Principal:

Signature (Please sign below):

X _____

_____ Title

_____ Date

Please Print Name of Signer

Schedule 'A' to Merchant Application and Agreement



Pricing Plan: Discount w/Enhanced Billback Discount Frequency: _____ Pricing Method: _____

Debit Network Interchange Pass-Through: _____

Targeted Interchange Qualification:

VISA: _____ MC: _____ DISC: _____

DISCOUNT FEES

Card Type	Discount Rate	RUP Codes	Trans Fee	RUP Codes	Auth Fee	RUP Codes
MasterCard Credit	_____	ED07, ED08	_____	EP01		
MasterCard Check Card	_____	ED20, ED21	_____	EP09*	_____	EA01
VISA Credit	_____	ED09, ED10	_____	EP02		
VISA Check Card	_____	ED22, ED23	_____	EP10*	_____	EA02
Discover Credit	_____	ED50, ED51	_____	EP05		
Discover Check Card	_____	ED56, ED57	_____	EP43*	_____	EA05
Japanese Credit Bureau (JCB)	_____	ED03, ED04	_____	EP06	_____	EA06
Voyager Fleet Card	_____	ED01, ED11	_____	EP22	_____	EA09
American Express			_____	EP04	_____	EA04
Diners Club / Carte Blanche			_____	EP03	_____	EA03
Wright Express Fleet Card			_____	EP23	_____	EA10
PIN-based Debit			_____	EP07		
Electronic Benefits Transfer (EBT)			_____	EP08		
Gift Card			_____	EP20		
Downgrade Surcharge	_____	EI07				

The discount rate and trans fee for Check Cards will be billed at the same amounts as Credit Cards unless a different amount is listed.

*These RUP Codes should only be used with approval from FIRSteam.

OTHER SERVICE FEES

Service	Fee	Freq*	RUP Codes	Service	Fee	Freq*	RUP Codes
Account Set Up	_____	1	EM29	NetConnect Activation	_____	1	ES02
ACH Reject Fee	_____	P	EM14	NetConnect Monthly Fee	_____	M	EM02
Annual Membership	_____	A	EM07	Orbital Gateway Activation	_____	1	ES02
Batch Settlement	_____	P	EM09	Orbital Monthly Svc/Support	_____	M	EM02
Chargeback Processing	_____	P	EM10 / EM55	POS Equipment Billing	_____	M	EM24
Cross Border Fee – Non-USD	_____	P	EM39	Resource Online Monthly Fee	_____	M	EM48
Cross Border Fee – US	_____	P	EM38	Retrieval	_____	P	EM18
Discover Data Usage Fee	_____	P	EA98	Statement	_____	M	EM08
Help Desk Fee	_____	M	EM05	Stored Value Monthly Fee	_____	M	EM01
Minimum Monthly Discount	_____	M	EM19 / EM11	VISA International Fee	_____	P	EI13
Monthly Maintenance Fee	_____	M	EM21	Voyager Monthly Fee	_____	M	EM03
Monthly Report Fee	_____	M	EM27	Wireless Monthly Svc/Support	_____	M	EM16
Monthly Service / Support	_____	M	EM06				

*Frequency: 1=One Time Charge A=Annual Charge M=Monthly Charge P=Per Occurrence Charge

AUTH FEES

Service	Fee	RUP Codes	Service	Fee	RUP Codes
Internet Auths	_____	EA18	Electronic AVS	_____	EA12, EA11
Voice / VRU	_____	EA08, EA13, EA14, EA15, EA16, EA17	Voice AVS	_____	EA21
Voice Auth Issuer Referral	_____	EA22	Wireless Auth / Trans Fee	_____	EA91

Additional Comments / Special Instructions:

Merchant DBA Name: _____

Merchant Signature: _____ Date: _____