



MERCHANT APPLICATION CHECKLIST
FAX APPLICATION BACK W/ CHECKLIST TO: 1-866-323-1509

WERE YOU REFERED BY SOMEONE?

IF SO PLEASE WRITE THEIR NAME HERE SO THEY CAN GET CREDIT FOR REFERRING YOU*

REFERRED BY: _____

YOUR BUSINESS DBA NAME: _____

SHIPPING	
<input type="checkbox"/>	UPS Ground 7-10 Business Days (FREE)
<input type="checkbox"/>	UPS 2nd Day Air 2 days (\$9.95) Enter Credit Card Info Below
<input type="checkbox"/>	UPS Overnight (\$29.95) Enter Credit Card Info Below
<input type="checkbox"/>	Shipping cannot be changed after application is submitted to underwriting
REQUIRED DOCUMENTATION	
<input type="checkbox"/>	Free Terminal Placement Agreement (if you are participating in Free Terminal Program)
<input type="checkbox"/>	Merchant Application Pages 1, 2, 3, 4 and 5 of 5
<input type="checkbox"/>	Schedule of Fees
<input type="checkbox"/>	Voided Check with DBA name on it (Can be a personal check if Sole Proprietorship)
<input type="checkbox"/>	Site Survey Documentation: Please provide any ONE of the following In order of effectiveness: <ol style="list-style-type: none"> 1. Credit Card Processing Statements (if applicable) 2. Business License or Fictitious DBA Name Filing or Sales Tax License 3. Utility Bill (Can be a personal utility bill if you are a home based business) 4. Yellow Page Add
<input type="checkbox"/>	Processing Statements (most recent month only if currently processing)
REQUIRED SIGNATURES	
<input type="checkbox"/>	Two Signatures on Free Terminal Placement Agreement (if applicable)
<input type="checkbox"/>	Initials on bottom of Page 1 and 2 of 5
<input type="checkbox"/>	Two Signatures on Page 3 of 5. (Merchant and Guarantor's Signature = the same person)
<input type="checkbox"/>	One Signature on Schedule of Fees
FAX PAPERWORK BACK w/ THIS CHECKLIST TO 1-866-323-1509	
<input type="checkbox"/>	Fax Paperwork back WITH THIS CHECKLIST to 1-866-323-1509

If you choose 2nd Day Air or Overnight Shipping we need the following Credit Card Info:

Card Number: _____ Exp. Date _____

3 Digit Security Code: _____ Billing Address: _____

*Please see the last page of this application packet for details on our NEW Referral Program

STOP!

BEFORE YOU FAX THIS:

MAKE SURE YOU DO THE FOLLOWING 6 THINGS TO INSURE YOUR APPLICATION IS PROCESSED QUICKLY AND CORRECTLY THE FIRST TIME!

1. Make sure you send the site survey document* and **make sure it has your correct business address and name on it.** If you are a home based business you can simply provide a Utility Bill (gas, power, phone or cell phone) and it can be in **your** name and have **your** home address. If you operate outside of your home, it needs to have your business address and business name (unless you are a sole proprietorship, then the site survey can have your personal name on it).

*The Checklist page, which was included with this application packet, has a list of options you can use as a site survey document.

2. The person who is listed and signs as the owner of the business, also needs to sign as the guarantor. **There are two places that require a guarantor signature:** First, on the, “Merchant Credit Card Processing Agreement – Page 3 of 5,” and Second, on the, “Free Terminal Placement Agreement.” **All together you need to initial twice and sign in five places.**
3. If you are currently processing credit cards we need your most recent processing statement.
4. Make sure the important information is legible, i.e. social security number, birth date, business name and phone numbers.
5. On page 2 of 5 make sure you enter in your estimated average ticket, high ticket and average monthly volume. We understand sometimes you may not know, we are just asking you to give us a ball park figure.
6. On page 3 of 5, on the top, in the, “Cardholder Data Storage Compliance & Service Provider,” section, you do not need to fill anything out. It is all pre-filled in based on the type of account application documents you have requested.



Free Wireless Terminal Placement Program



**NURIT 8000 SERIES
GPRS SECURE
TERMINAL**

The NURIT 8000 Series is a flexible, lightweight, handheld terminal that enables fast, secure, error-free transactions for on-the-go merchants.

This Agreement is a contract between the Merchant named below and Total Merchant Services, Inc. ("TMS").

Merchant has accepted the Nurit 8000 Series GPRS Secure Terminal (the "Equipment"), and acknowledges that its initial use of the Equipment shall serve as confirmation that it has been presented with, and has read, understands and agrees to be bound by the APRIVA End-User Airtime Agreement. Merchant will receive a copy of such End-User Airtime Agreement with the welcome kit sent to Merchant by TMS.

Merchant agrees that the Equipment is the property of TMS, is being licensed to Merchant, and must be returned in good and working condition within ten (10) days of the termination or expiration of the Merchant Account with TMS. If the Equipment is not returned within ten (10) days, Merchant agrees to pay the equipment value (\$750).

Merchant agrees to indemnify and hold TMS harmless from and against any and all liabilities, losses, claims, damages, disputes, offsets, claims or counterclaims of any kind in any way related to the use (or misuse) of the Equipment. This includes any damage to the Equipment resulting from an act of nature, fire, or theft, or from misuse or negligence by Merchant or its agents. Merchant also agrees to pay TMS a shipping/handling charge of \$99.00 for each delivery of replacement Equipment, regardless of the reason.

Notwithstanding the prior paragraph, if Merchant subscribes to TMS' Merchant Advantage Benefit Program, it will not be responsible for failure of Equipment for any reason, so long as such Equipment is returned to TMS. Under this program, TMS will also provide overnight replacement of the Equipment free of shipping/handling charges.

The use of the Equipment will be subject to the availability of certain wireless related service, and will be subject to certain legal and regulatory requirements and/or third party license and use restrictions.

By signing below, Merchant understands that this Agreement constitutes a legal contract which binds Merchant.

Merchant Owner/Partner/Officer:

Print Name	Title	Signature	Date
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The undersigned, who will derive a material benefit from the above Agreement between Merchant and TMS, hereby guarantees to TMS, and to its successors and assigns, the full, prompt and complete performance by Merchant of all of Merchant's obligations under this Agreement. The undersigned, by signing below, agrees to be bound by the Agreement and this Guaranty.

Personal Guarantor Print Name	Personal Guarantor Signature	Date
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Merchant's Email or Fax: _____



MERCHANT CREDIT CARD PROCESSING AGREEMENT - PAGE 1 OF 5

BUSINESS INFORMATION

Business LEGAL Name:		Taxpayer Identification Number (TIN):	
		(9 digits)	
<p>IMPORTANT: To avoid disruption of service or potential financial consequences please ensure that the Business Legal Name and TIN (Taxpayer Identification Number) you are providing on this application exactly match the information you have on file, or will file, with the Internal Revenue Service for this business.</p>			
Email Address (Required):		Business DBA Name (if different than legal name):	
Business LEGAL Address:		Business Physical Address (if different than legal address):	
City, State, Zip:		City, State, Zip:	
Main Contact: (First Name)	(M.I.)	(Last Name)	Business Phone Number: Alternate Contact Phone Number:
Number of Locations:	Current Ownership Length:	FAX Number:	Mobile / Cell Phone (if applicable):
	_____ Year(s) _____ Month(s)		

OWNERSHIP INFORMATION

Owner #1 / Partner / Officer #1: (First Name)		(M.I.)	(Last Name)	Social Security #:	
Ownership Percentage	Phone Number:	Title in Business:		Date of Birth:	U.S. Citizen:
					<input type="checkbox"/> Yes <input type="checkbox"/> No
Home Address:			City, State, Zip:		
Owner #2 / Partner / Officer #2: (First Name)		(M.I.)	(Last Name)	Social Security #:	
Ownership Percentage	Phone Number:	Title in Business:		Date of Birth:	U.S. Citizen:
					<input type="checkbox"/> Yes <input type="checkbox"/> No
Home Address:			City, State, Zip:		

IMPORTANT INFORMATION

<p>For "Member" Bank: HSBC Bank USA, National Association, Merchant Support Group, PO Box 3263, Buffalo, NY 14240 (716) 841-6360</p> <p>For "Global Direct": Global Payments Direct, Inc., 10 Glenlake Parkway North Tower, Atlanta, Georgia 30328</p>	
<p>MEMBER BANK RESPONSIBILITIES</p> <ol style="list-style-type: none"> 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 (signer) to the Merchant Agreement 3. The Visa Member is responsible for educating Merchants on pertinent Visa Operating Regulations with which Merchant must comply 4. The Visa Member is responsible for and must provide settlement funds to the Merchant. 5. The Visa Member is responsible for all funds held in reserve that are derived from settlement. 	<p>MERCHANT RESPONSIBILITIES</p> <ol style="list-style-type: none"> 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 Operating Regulations. <p>The responsibilities listed above do not supersede terms of the Merchant Agreement and are provided to ensure the Merchant understands these specific responsibilities.</p>

MERCHANT CREDIT CARD PROCESSING AGREEMENT - PAGE 2 OF 5

MERCHANT PROFILE

Type of Ownership:	<input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Government <input type="checkbox"/> Limited Liability (LLC) <input type="checkbox"/> Tax Exempt Org. <input type="checkbox"/> Medical Corp. <input type="checkbox"/> Assoc./Estate/Trust <input type="checkbox"/> International Org. <input type="checkbox"/> Other: _____	If corporation, the state of incorporation?
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Type of Business:	<input type="checkbox"/> Retail Storefront <input type="checkbox"/> Restaurant <input type="checkbox"/> Hotel / Lodging <input type="checkbox"/> Mail / Telephone Order <input type="checkbox"/> Internet <input type="checkbox"/> Service <input type="checkbox"/> Wireless Terminal <input type="checkbox"/> Trade Show <input type="checkbox"/> Kiosk <input type="checkbox"/> Supermarket <input type="checkbox"/> Other: _____
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For card not present merchants (MOTO, Internet), please provide marketing materials, or your web site address, that clearly shows products/services with pricing and contact information.

Type of Goods and/or Services Sold:

What is your refund policy?	Avg. Transaction \$ _____ (estimated)	Card Present Signed: _____%
Is there a restocking fee?	High Transaction \$ _____ (estimated)	Card Present Imprint: _____%
How will the product be advertised or promoted?	Monthly Volume \$ _____ (estimated)	Card Not Present Keyed: _____%
If advertised on the internet, please provide the web page address (URL):	Total: <u>100</u> %	

Yes No Home based business?

Yes No Currently processing Visa/MasterCard/Discover? If yes, with whom? _____
MID# _____

Yes No Has merchant ever been terminated? If yes, by whom? _____

Yes No Have you or the business ever declared bankruptcy? If yes, Discharge Date: _____
State _____ Chapter# _____

SITE INSPECTION INFORMATION (To be completed by Sales Representative)

Location Type:	<input type="checkbox"/> Retail Store Front <input type="checkbox"/> Restaurant <input type="checkbox"/> Hotel / Lodging <input type="checkbox"/> Office Building <input type="checkbox"/> Industrial Building <input type="checkbox"/> Residence <input type="checkbox"/> Commercial <input type="checkbox"/> Other: _____
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Merchant: <input type="checkbox"/> Owns <input type="checkbox"/> Leases premises	Landlord Name: _____	Landlord Phone: _____
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Does business appear to be legitimate? <input type="checkbox"/> Yes <input type="checkbox"/> No Is business open and operating? <input type="checkbox"/> Yes <input type="checkbox"/> No Is photo included with application? <input type="checkbox"/> Yes <input type="checkbox"/> No Are MasterCard and Visa decals visible? <input type="checkbox"/> Yes <input type="checkbox"/> No Is inventory sufficient for business type? <input type="checkbox"/> Yes <input type="checkbox"/> No Any mail/telephone order sales activity? <input type="checkbox"/> Yes <input type="checkbox"/> No Are goods and services delivered at time of sale? <input type="checkbox"/> Yes <input type="checkbox"/> No Does Merchant use a fulfillment house? <input type="checkbox"/> Yes <input type="checkbox"/> No Was the fulfillment house inspected? <input type="checkbox"/> Yes <input type="checkbox"/> No	By the signature below, signatory verifies that (i) she/he has physically inspected the Business Premises; and (ii) the information stated in this Agreement is correct to the best of her/his knowledge and as represented by her/his MERCHANT. _____ Signature of Sales Representative Print Name Date
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CARDS TO BE ACCEPTED

American Express	<input type="checkbox"/> New Setup <input type="checkbox"/> Existing Account# _____ (10 digits) By signing this application, I represent that I have read and am authorized to sign and submit this application on behalf of the entity above and all information I have provided herein is true, complete, and accurate. I authorize American Express Travel Related Services Company, Inc. ("American Express") to verify the information in this application and receive and exchange information about me personally, including by requesting reports from consumer reporting agencies. I authorize and direct American Express to inform me directly, or through the entity above, of reports about me that American Express has requested from consumer reporting agencies. Such information will include the name and address of the agency furnishing the report. I understand that upon American Express' approval of the 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 entity along with a Welcome Letter. By accepting the American Express Card for the purchase of goods and/or services, or otherwise indicating its intention to be bound, the entity agrees to be bound by the Terms and Conditions.
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Debit Service	Check all that you DO NOT wish to accept: <input type="checkbox"/> Visa Check <input type="checkbox"/> Debit MasterCard <input type="checkbox"/> Discover Check
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 Merchant Initials Initial Here

MERCHANT CREDIT CARD PROCESSING AGREEMENT - PAGE 3 OF 5

CARDHOLDER DATA STORAGE COMPLIANCE & SERVICE PROVIDER

PCI DSS and card association rules prohibit storage of track data under any circumstances. If you or your POS system transmits, stores or receives full cardholder data, then the POS hardware/software must be PA DSS compliant and you (merchant) must validate PCI DSS compliance (section 2 below). If you use a payment gateway, they must be PCI Compliant. For more information, or assistance, please visit our site, www.compliancefacts.com.

1. Have you ever experienced an account data compromise? Yes No If yes, when _____
2. Have you validated PCI DSS (Payment Card Industry Data Security Standard) compliance? Yes No
(validation consists of merchant completing the appropriate Self Assessment Questionnaire (SAQ) , or engaging a Qualified Security Assessor (QSA) who will facilitate completion of a Report on Compliance (ROC) and it's submission.)
If yes, please complete the following, if no, you can move to question 3:
 - a. Date of compliance, Report on Compliance "ROC" or Self Assessment Questionnaire "SAQ"? _____
 - b. What is the name of your Qualified Security Assessor "QSA" _____
or Self Assessment Questionnaire (circle one "SAQ") A, B, C, or D
 - c. Date of last scan _____ Approved Scanning Vendor's Name: _____
3. Are you using (a) a point of sale terminal provided by us, or (b) a physical point of sale terminal that you own (i.e. a standalone terminal, which you use to process your credit/debit card transactions), or (c) our touch tone capture service to call in transactions using our automated phone system? Yes No (If yes, you can skip questions 4 and 5, if no please complete questions 4 and 5.)
4. After initial authorization and settlement, do you or your Service Provider receive, transmit, or store the Full Cardholder Number "FCN", electronically? Yes No
 - a. If yes, where is it stored? Merchant Location Only Primary Service Provider Both Other Service Provider All Apply
 - b. What Service Provider / Software Developer did you purchase your POS application / device from? _____
 - c. What is the name of the software /system? _____ What is the version number? _____
5. Do your transactions process through any other Service Provider (ie web hosting, gateways, corporate office) Yes No
If yes, what is the name of the other Service Provider? _____

REQUIRED SIGNATURES

Merchant Warranty and Authorization: Merchant and I/we have read, acknowledge and agree to be bound by all of the terms and conditions set forth herein, including those set forth in this Application and the terms and conditions set forth hereafter, which together constitute the Merchant Credit Card Processing Agreement (the "Agreement"). All information contained in the Application is true and accurate. By its signature hereto, Merchant acknowledges that it is in possession of an imprinter. Merchant and I/we hereby authorize Global Direct to order a consumer credit report on Merchant and each of us.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT (INCLUDING FUNDS TRANSFER INSTRUCTIONS ATTACHED HERETO) TO BE EXECUTED BY THEIR DULY AUTHORIZED REPRESENTATIVES

Sign Here Merchant's Signature _____ Print Name _____ Date _____

Sign Here Merchant's Signature _____ Print Name _____ Date _____
(cannot accept stamped signatures)

Personal Guaranty: I/We hereby guarantee to Global Direct and Member, and to their successors and assigns, the full, prompt and complete performance of Merchant and all of Merchant's obligations under this Agreement, including, but not limited to, all monetary obligations arising out of Merchant's performance or non-performance under this Agreement, whether arising before or after termination of this Agreement. The guaranty shall not be discharged or otherwise affected by any waiver, indulgence, compromise, settlement, extension of credit, or variation of terms of this Agreement made by or agreed to by Global Direct, Member, and/or Merchant. I/We hereby waive any notice of acceptance of this guaranty, notice of non-payment or non-performance of any provision of this Agreement by Merchant, and all other notices or demands regarding this Agreement. I/We agree to promptly provide to Global Direct and Member any information requested by either of them from time to time, concerning my/our financial condition(s), business history, business relationships and employment information. I/We have read, understand, and agree to be bound by the Agreement provided to Merchant.

Sign Here Guarantor's Signature _____ Print Name _____ Date _____

Sign Here Guarantor's Signature _____ Print Name _____ Date _____
(cannot accept stamped signatures)

_____ Signed for Global Payments Direct, Inc.	_____ Print Name	_____ Title	_____ Date
_____ Signed for Member	_____ Print Name	_____ Name of Member	_____ Date

MERCHANT CREDIT CARD PROCESSING AGREEMENT - PAGE 4 OF 5

ELECTRONIC DEBIT/CREDIT AUTHORIZATION

By signing this Application (the "Application"), Merchant hereby authorizes Global Payments Direct, Inc. ("Global Direct") on behalf of Member (as defined herein) and Member to initiate debit/credit entries to Merchant's accounts in accordance with the terms and conditions of the Agreement (as defined below).

This authority is to remain in full force and effect until (a) Global Direct and Member receive advance written notification of not less than ten (10) business days from Merchant of its termination of the authorization, and (b) all obligations of Merchant to Global Direct and Member that arise under the Agreement have been satisfied.

Please Include	Routing Number:	Bank Account Number:
A Voided Check	Bank Name:	Bank Phone Number:

VOIDED CHECK / BANK INFORMATION

Each Merchant is required to have a voided check or bank letter for ACH payment purposes.

Attach a voided check below

or

Provide a letter from your bank on bank letterhead with the following: (1) DBA or legal name of the business (2) Routing and account numbers from an account that is able to accept ACH debits and credits.

TAPE VOIDED CHECK HERE

SCHEDULE OF FEES - PAGE 5 OF 5

Qualified Discount Rates		Surcharge	
_____ %	Visa / MasterCard / Discover / PIN Debit	_____	Partially Qualified
_____ %	Other: _____	_____	Non-Qualified
_____ %	Other: _____		

Funds Availability: 2 Business Days

Communication

_____ /each Visa / MasterCard / Discover
 _____ /each PIN Debit Per Transaction
 _____ /each American Express

Interchange / Access

_____ /each Visa / MasterCard / Discover Credit
 _____ /each Visa / MasterCard / Discover Debit
 \$0.0195 /each Visa Access Credit
 \$0.0155 /each Visa Access Debit
 \$0.0185 /each Discover Access
 \$0.0185 /each MasterCard Access

Assessment

0.1100 % Visa Assessment
0.1100 % MasterCard Assessment
0.1050 % Discover Assessment

Account Servicing

_____ /month Monthly Minimum
 _____ /month Monthly Service Charge
 _____ /month Compliance Program (waived for 12 months)

Online E-Statement: _____ U.S. Mail: _____ /month
(check both boxes to receive online and mailed statement)

Other

_____ /month Debit Service
 _____ /each EBT (Merchant FNS# _____)
 \$1.00 /each Voice Authorization
 \$0.75 /each Voice AVS
 \$10.00 /each Retrieval Request Received
 \$20.00 /each Chargeback
 \$20.00 /each ACH Reject / NSF (*non-sufficient funds*)
 \$20.00 /each ACH Change
 _____ /each Batch Deposit
 _____ /each Wireless Per Transaction
 _____ /month Wireless Service (per activated terminal)
 _____ /each Internet Gateway Per Transaction
 _____ /month Internet Gateway
 _____ /year Annual Fee

Email address: _____
(required for online e-statement)

NOTE: The Discount Rates listed above apply to all Visa, MasterCard, and Discover card types as well as all PIN Debit cards.

No Termination Fee: The term of this Agreement is month-to-month. In other words, you may terminate this Agreement for any reason as of the end of any processing month, without being charged a termination fee.

PIN Debit: In addition to the communications fee, all non-regulated debit transactions include fees assessed by the applicable Debit network organization. If no per transaction fee is specified above, debit transactions will be subject to the same communications fee as Visa/MasterCard/Discover, specified above.

Visa FANF: Visa has implemented a Fixed Acquirer Network Fee for all merchant accounts. This fee is based on both the type of business and the volume processed and will appear on your monthly statement as a separate line item "VISA FANF".

MasterCard ALF: MasterCard has implemented an Annual License Fee for all merchant accounts. This fee is based on MasterCard processing volume and will appear on your monthly statement as a separate line item.

American Express: In addition to the communications fee, all American Express transactions include a discount rate and a per item fee assessed directly by American Express, and are determined by the type of business at boarding. A 0.30% downgrade will be charged for Retail transactions whenever a Card Not Present or Charge Not Present Charge occurs. If no per transaction fee is specified above, American Express transactions will be subject to the same communications fee as Visa/MasterCard/Discover, specified above.

Compliance Program: All of our merchants receive the Compliance Program and Compliance Reimbursement Program, covering up to \$25,000 in card association assessments and related expenses that arise from a qualified PCI data breach, at no additional charge during the first year of their processing relationship with us, and these services may be accessed immediately. On the 13th month of processing, and from that point forward, merchants will be assessed a fee of \$4.95 per month. For complete details of this program, please visit our site, www.compliancefacts.com.

Merchant Benefit Programs: All new merchants are automatically enrolled in a three month free trial of our Merchant Advantage benefit program. Merchants who choose to remain in this program will be charged a monthly fee of \$9.95 plus \$4.95 for each additional terminal following the free trial period. Merchants may opt out of this program at any time. For details please visit www.myaccountadvantage.com

WARRANTY: Each of the undersigned owners/officers of merchant also represent and warrant that she/he has read and agrees to the fees set forth herein.

Sign Here	SIGNATURE OWNER #1 <i>(cannot accept stamped signatures)</i>	DBA	DATE
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Sign Here	SIGNATURE OWNER #2 <i>(cannot accept stamped signatures)</i>	DBA	DATE
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