



MAIL / TELEPHONE AND INTERNET ORDER MERCHANT ADDENDUM

- DBA: _____
- Must submit sample(s) of product brochures, promotional materials, product catalog, etc.
- How will product be advertised or promoted? _____
- If advertising on the internet- Web site address: _____
- List the name(s) and address(s) of vendors from which the product is purchased: _____
- List the name(s) and address(s) of third party or fulfillment organizations, or parties aside from your staff who will assist or participate with the sales, marketing, processing of orders or shipping of merchandise: _____
- In what geographical areas will the product be marketed and sold? _____
- List carrier service that will deliver product: _____
- What is your return policy? _____
- How does the customer order the product? _____
- When you receive an authorization, how long before the merchandise is shipped? _____
- List all web site URL's: _____
- Who is responsible for fraud controls? _____
- Is a negative cardholder database maintained (i.e. A database where you keep record of any credit cards that you accepted that have a chargeback, credit or negative history. All credit card transactions are checked against this database for possible matches.)? _____
- What type of personal information do you require customers/users to supply (i.e. name, phone number, address, e-mail address, etc.)? _____
- Is the above information verified by customer contact? _____
- Do you use the Address Verification Service (AVS)? _____ If AVS is utilized, how will the following (AVS) responses be handled (R = Retry; U = Unavailable; G = Global/not verified or Int'l; N = No Match)? _____
- How will chargebacks be handled? _____
- How will retrievals be handled? _____

This amendment is made by and between HSBC Bank USA ("Bank"), a New York Corporation and/or Woodforest National Bank ("Bank") a Texas Corporation, and the undersigned "MERCHANT" and is subject to the approval of the BANK.

WHEREAS: BANK is engaged in the general banking business including the purchase of Credit Card Transactions from the merchants and provides certain services related to the processing of Credit Card Transactions to MERCHANT; and

WHEREAS: MERCHANT desires to honor at its business location(s) Card Numbers presented in connection with the Mail Order and/or telephone order sale of products/services to customers; and

WHEREAS: BANK and MERCHANT have entered into "HSBC Bank USA and/or Woodforest National Bank VISA/MasterCard Merchant Processing Agreement" ("Agreement").

NOW THEREFORE, in consideration of the representations, covenants and promises made herein, the parties hereto agree to amend Agreement as follows:

1. MERCHANT agrees to use and retain proof of a traceable delivery system as means of shipment of product to customer.
2. MERCHANT agrees that transactions will not be processed until products are shipped to cardholder.
3. MERCHANT agrees to a charge of \$0.05 per AVS transaction, if applicable.
4. Agreement may be immediately terminated by BANK if MERCHANT fails to comply with any of the terms of the Addendum.

All other terms, representations, covenants and promises made in this Agreement shall remain in full force and effect.

MERCHANT agrees to abide by all terms listed above and asserts that the information provided above is true and correct to the best of his/her belief.

AGREED AND ACCEPTED BY:

DATE: _____

OWNER/OFFICER #1

OWNER/OFFICER #2

AUTHORIZED HSBC BANK USA/
WOODFOREST NATL. BANK REP.

(PRINT NAME)

(PRINT NAME)

(PRINT NAME)