



**HUMBOLDT**  
MERCHANT SERVICES

A Registered ISO/ISP for

**BMO Harris Bank N.A.**  
Chicago, IL

# Merchant Bankcard Application and Agreement

Please print and fill out completely.

Sales ID # <b>18915</b>	Representative's Name <b>Performance Card Service</b>	Representative's Email <b>sales@pcs-x.com</b>
----------------------------	--	--

Maximum Monthly Bankcard Volume \$ _____	Average Bankcard Ticket \$ _____	Do you process recurring transactions? <input type="checkbox"/> Yes <input type="checkbox"/> No	Do you accept card numbers over the internet? <input type="checkbox"/> Yes _____% <input type="checkbox"/> No
---	-------------------------------------	--	--

PROCESSING INFORMATION

## Visa/MasterCard/Discover Sales

Select One:

- ☐ Retail/Storefront    ☐ Restaurant  
☐ Service    ☐ Lodging  
☐ Trade Show  
☐ Mail Order/Telephone Order  
☐ Internet (shopping cart required)  
☐ Virtual Terminal (no shopping cart)

Swiped %	Non-Swiped %
-------------	-----------------

Total Must Equal 100%

## Fee Summary (Refer to Section 25 of Merchant Agreement for additional fees)

	Credit Card	Signature Debit *
Qualified Discount Rate	_____ %	_____ %
Auth/Batch Fee	\$ _____ each	<input type="checkbox"/> Online Reporting
Device Monthly Fee (Internet/Wireless)	\$ _____ /device	
Annual Fee	\$ _____	* If left blank, signature debit rate and credit rate will be the same

Adjustments			
Monthly Minimum	MQR	NQR	SD MQR/NQR

Special Program/Event

ADDITIONAL CARD TYPES

JCB

--	--	--	--	--	--	--	--	--	--

American Express

--	--	--	--	--	--	--	--	--	--

☐ Apply (Must Sign Below)

Apply for American Express

Est. Average Ticket: \$ \_\_\_\_\_ ☐ Monthly Flat Fee: \$7.95 / Est. Annual Volume: \$ \_\_\_\_\_ (\$0.00 - \$4,999 net annual volume only)

- Pay Frequency: ☐ 3 Day    Gross Pay: ☐ Daily Gross Pay    **OR**    ☐ Discount Rate \_\_\_\_\_ % and  
☐ 15 Day    ☐ Monthly Gross Pay (+.03% if \$100k+)    ☐ Retail: \$0.10 Trans Fee + 0.30% CNP Downgrade  
☐ 30 Day    ☐ Service/Wholesale/Other: \$0.15 Trans Fee  
☐ Restaurant: \$0.05 Trans Fee + 3.50% fee

By signing below, I represent that I have read and am authorized to sign and submit this application on behalf of the entity below 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 below 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.

Merchant's Signature

Date

Sign Here

DISCLOSURE

## MEMBER BANK (ACQUIRER) INFORMATION

Acquirer Name: BMO Harris Bank N.A.  
 Acquirer Address: 150 N. Martingale Rd., Ste. 900, Schaumburg, IL 60173  
 Acquirer Phone: (847) 240-6600

## IMPORTANT MEMBER BANK (ACQUIRER) RESPONSIBILITIES

- A Visa Member is the only entity approved to extend acceptance of Visa products directly to a Merchant.
- A Visa Member must be a principal (signer) to the Merchant Agreement.
- The Visa Member is responsible for educating Merchants on pertinent Visa Operating Regulations with which Merchants must comply.
- The Visa Member is responsible for and must provide settlement funds to the Merchant.
- The Visa Member is responsible for all funds held in reserve that are derived from settlement.

## MERCHANT INFORMATION

Merchant DBA: \_\_\_\_\_

## IMPORTANT MERCHANT RESPONSIBILITIES

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

The responsibilities listed for Member Bank and Merchant do not supersede terms of the Merchant Bankcard 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's Signature

Date

Sign Here

Merchant's Name and Title

## BUSINESS INFORMATION

Legal Business Name (As registered with IRS)			Doing Business As (Appears on Cardholder statements)										
Location Address			City	State	Zip								
Billing Address			City	State	Zip								
Contact Name(s)			Federal Tax ID# <table border="1" style="display: inline-table;"><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>										
Business Phone		Customer Service Phone		Fax									
E-mail			URL (Use additional sheets if needed to list all URLs)										
Years in Business	Type of Ownership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Non-Profit <input type="checkbox"/> LLC <input type="checkbox"/> Government				State of Incorporation								
Do you currently process Bankcards? <input type="checkbox"/> Yes (Provide 3 most recent statements) <input type="checkbox"/> No		Has this merchant or any of the principals ever had a merchant relationship terminated? <input type="checkbox"/> Yes <input type="checkbox"/> No Explain											
Describe Products/Services Sold			Do you use a Fulfillment House? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, name of service: Phone Number										
Product/Service is received <u>(select one)</u> after card is processed. <input type="checkbox"/> Immediately <input type="checkbox"/> 1-10 Days <input type="checkbox"/> 11-30 Days <input type="checkbox"/> 31-90 Days <input type="checkbox"/> 91-180 Days <input type="checkbox"/> >180 Days					Publicly traded company? <input type="checkbox"/> Yes <input type="checkbox"/> No Provide Symbol (NASDAQ/NYSE/AMEX)								
Refund Policy (select one) <input type="checkbox"/> No Refunds <input type="checkbox"/> Refund Within 30 Days <input type="checkbox"/> Damaged/Defective Merchandise Only <input type="checkbox"/> Restocking Fee Charged <input type="checkbox"/> Store Credit Only <input type="checkbox"/> Return Authorization Required (RM/RMA) <input type="checkbox"/> Other _____													
Marketing Methods <input type="checkbox"/> Newspaper/Magazine <input type="checkbox"/> Television/Radio <input type="checkbox"/> Yellow Pages <input type="checkbox"/> Direct Mail <input type="checkbox"/> Internet <input type="checkbox"/> Other _____													

## SECURITY

Do you store account data electronically? <input type="checkbox"/> Yes <input type="checkbox"/> No		If yes, indicate what you store (select all that apply): <input type="checkbox"/> Card Numbers <input type="checkbox"/> Expiration Date <input type="checkbox"/> CVV2/CVC2/CID <input type="checkbox"/> Cardholder Name <input type="checkbox"/> Cardholder Zip Code <input type="checkbox"/> Cardholder Address <input type="checkbox"/> Mag Stripe Data	
Are you currently PCI DSS compliant? <input type="checkbox"/> Yes <input type="checkbox"/> No		Have you been subject to any ongoing or previous compromise investigations? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Do you utilize a shopping cart service? <input type="checkbox"/> Yes <input type="checkbox"/> No		Name of service: Do you utilize a hosting provider? <input type="checkbox"/> Yes <input type="checkbox"/> No Name of provider(s):	

## PRINCIPAL INFORMATION

Principal 1 Name			Principal 2 Name		
Position/Title		% Ownership	Position/Title		% Ownership
Social Security #		Date of Birth	Social Security #		Date of Birth
Driver's License #		State	Driver's License #		State
Home Address <input type="checkbox"/> Own <input type="checkbox"/> Rent			Home Address <input type="checkbox"/> Own <input type="checkbox"/> Rent		
City	State	Zip	City	State	Zip
Home Phone		Email	Home Phone		Email
Relative Not Living With You		Phone	Relative Not Living With You		Phone

## ACH

Bank Name			Phone										
Transit & Routing/ABA # (Include Voided Check) <table border="1" style="display: inline-table;"><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>											Account #/DDA		

## SITE SURVEY

Zoning: <input type="checkbox"/> Commercial <input type="checkbox"/> Industrial <input type="checkbox"/> Residential		Type of Building: <input type="checkbox"/> Shopping Center <input type="checkbox"/> Office Building <input type="checkbox"/> Residence <input type="checkbox"/> Retail Storefront <input type="checkbox"/> Other			
Business Premises: <input type="checkbox"/> Own <input type="checkbox"/> Rent <input type="checkbox"/> Lease		Permanent Signage: <input type="checkbox"/> Yes <input type="checkbox"/> No		Is inventory consistent with business? <input type="checkbox"/> Yes <input type="checkbox"/> No	
				Business appears legitimate? <input type="checkbox"/> Yes <input type="checkbox"/> No	
By signing below, I certify that I have inspected the business premises of the merchant identified in this Application AND I have personally confirmed the identity of each person listed in the Business Information and Principal Sections of this Application AND I have conducted my review of this merchant to the best of my ability and that, to the best of my knowledge and belief, the information set forth in this Application is true and accurate.					
Signature		To Be Completed by Sales Representative			Date

## SECTION 25 - FEES

document issued contemporaneously herewith, and any other charges as may be shown on the monthly statement or that arise out of this Agreement, as amended from time to time. Merchant agrees that all charges are considered accurate and final unless Merchant disputes them within sixty (60) calendar days of receipt of documentation showing the charges. No charges will be prorated for partial months including the month in which the Merchant's account is closed, and all charges commence on the date that the Merchant Bankcard Application is approved by OT U Harris Co. N.A. and Humboldt Merchant Services. The following charges are applicable to this Agreement as of the effective date hereof (Merchant acknowledges that such charges may be changed and that other fees and/or charges may be added by OT U Harris Co. N.A. and Humboldt Merchant Services pursuant to this Agreement):

See Processing Information on Application for Qualified Discount Rate for sales and credits, Online PIN Debit Fees, Electronic Benefits Transfer Fees, Auth/Batch Fee, and Device Monthly Fee.

Rewards Discount Rate for sales and credits: An additional 0.25% over the credit Qualified Discount Rate.

Mid-Qualified Discount Rate (MQR) for sales and credits: An additional 0.89% over the credit Qualified Discount Rate or as otherwise noted in the Adjustments section on Application.

Non-Qualified Discount Rate (NQR) for sales and credits: An additional 1.99% over the credit Qualified Discount Rate or as otherwise noted in the Adjustments section on Application.

Monthly Minimum: \$25.00/month or as otherwise noted in the Adjustments section on Application.

Annual Fee: See Processing Information on Application; to be charged annually on Anniversary Date.

Requests for refunds of fees, statements, or questions relating to fees must be addressed in writing to Humboldt Merchant Services within sixty (60) days of receipt of statement, but in no event more than ninety (90) days following imposition of the fee in question. Harris N.A.'s and Humboldt Merchant Services's liability with respect to any fee is limited to ninety (90) days from date statement issued.

Early Cancellation Fee: \$295.00 minimum, refer to section 21.

Voice Auth Fee: \$1.00 each.

Address Verification Service (AVS): \$0.10 each.

Maintenance Fee: \$10.00/month per account.

Online Reporting: \$5.00/month per account.

Retrieval Fee: \$7.00 each.

Chargeback Fee: \$25.00 each.

Overlimit Fee: \$35.00 per occurrence.

ACH Reject Fee: \$25.00 per occurrence.

Settlement Account Change Fee: \$15.00 per occurrence.

Merchant DBA Name Change Fee: \$15.00 per occurrence.

Documentation Research Fee: \$20.00 per hour.

## NETWORK FEES

## VISA

Acquirer Processing Fee\*: Currently \$0.0218 per authorization (includes Kilobyte and Risk Assessment Network Fees).

International Fee (IAF)\*: Currently 0.45% or 0.90% per settled transaction based on your merchant category code.

ISA Fee\*: Currently 0.40% of Visa International Sales Volume.

Cash Advance Fee (ISA)\*: Currently 0.40% of Visa International Sales Volume.

Misuse of Auth Fee\*: Currently \$0.045 per authorization.

Zero Floor Limit Fee\*: Currently \$0.10 per Visa transaction without proper authorization.

Assessment Fee: 0.11%

## MASTERCARD

Network Access Usage Fee\*:

Currently \$0.0198 per transaction.

Cross-Border Fee\*: Currently 0.40% of MasterCard International Sales Volume.

Acquirers Program Support Fee\*:

Currently 0.55% of MasterCard International Sales Volume.

Assessment Fee: 0.11%

## DISCOVER

Data Usage Fee\*: Currently

\$0.185 per transaction.

International Processing Fee\*: Currently 0.40% per settled international transaction.

International Service Fee\*:

Currently 0.55% per settled international transaction.

Assessment Fee: 0.10%

\* Pricing may increase due to any increases in association and other third party fees, which will be passed through to you at cost.

## LAW

Paragraph 28: This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan, without regard to conflicts of laws principles. Any action or dispute arising from, or related to, this Agreement shall not be deemed proper unless brought in a court of competent jurisdiction located in Oakland County, Michigan.

## AGREEMENT

IN WITNESS WHEREOF, the Merchant, Humboldt Merchant Services, and BMO Harris Bank N.A. have caused their names to be signed hereto by the Merchant's officer(s) and the officers or authorized signatories of BMO Harris Bank N.A. and Humboldt Merchant Services thereunto duly authorized as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, have read and hereby agree to all terms and conditions of the Merchant Bankcard Agreement (OA-010) available for viewing and/or downloading at: <https://www.hbms.com/fdhterms>.

MERCHANT:

Principal or Corporate Officer Signature

Date

Principal or Corporate Officer Signature

Date

Print Name

Print Name

ACCEPTED BY:

HMS, 250 Stephenson Hwy., Troy, MI 48063

Date

Harris N.A.

Date

## GUARANTEE

PERSONAL GUARANTEE: As a primary inducement to OT U Harris Co. N.A. and Humboldt Merchant Services to enter into this Merchant Bankcard Processing Agreement with Merchant, and in consideration of OT U Harris Co. N.A.'s and Humboldt Merchant Services's acceptance of this Merchant Bankcard Application and Agreement, the undersigned Guarantor, jointly and severally if more than one, by signing this Agreement unconditionally and irrevocably guarantees the full and faithful performance by Merchant of each of its obligations to OT U Harris Co. N.A. and Humboldt Merchant Services pursuant to this Agreement, as it now exists or as it may be amended from time to time, whether before or after termination or expiration and whether or not Guarantor has received any notice of any amendment and, in the event of any breach by Merchant, hereby waives Notice of Default and agrees to indemnify OT U Harris Co. N.A. and Humboldt Merchant Services for any and all funds due from Merchant and perform any other obligation of Merchant pursuant to the terms of the Agreement. OT U Harris Co. N.A. and Humboldt Merchant Services may proceed directly against Guarantor without first exhausting its remedies against any other person or entity responsible to, or any security held by, OT U Harris Co. N.A. and Humboldt Merchant Services. Guarantor waives any and all rights of subrogation, reimbursement, or indemnity derived from Merchant and all other rights and defenses available to Guarantor under applicable law, and further waives any and all rights or defenses arising by reason of any modification or change in the terms of the Agreement whatsoever, including, without limitation, the renewal, extension, acceleration, or other change in the time any payment or other performance thereunder is due, and/or any change in any interest, discount rate, or fee thereunder. Guarantor confirms that Guarantor, collectively or individually, is a party to the Agreement, and unconditionally and specifically authorizes OT U Harris Co. N.A. and Humboldt Merchant Services, or its authorized agent, to debit any overdue fees, costs, chargebacks, fines, penalties, expenses, or obligations under the Agreement and/or any other contractual relationship between OT U Harris Co. N.A./Humboldt Merchant Services and Merchant from any personal checking account or other account owned or controlled by Guarantor, and further, to report any default hereunder or inquiries hereof on Guarantor's personal Credit Bureau Report. Guarantor agrees to pay all costs and expenses of whatever nature, including attorney's fees and other legal expenses, incurred by or on behalf of OT U Harris Co. N.A. and Humboldt Merchant Services in connection with the enforcement of this Guarantee.

\_\_\_\_\_, An Individual, \_\_\_\_\_  
Signature Date

\_\_\_\_\_, An Individual, \_\_\_\_\_  
Signature Date

# Vendor Set-up Form

Please print and fill out completely.

VENDOR

EQUIPMENT

PC

INTERNET

SYS. INT.

BILLING

SHIPPING

☐ FDMS-Nashville☐ FDMS-CardNet☐ Other \_\_\_\_\_

Auto close: ☐ No ☐ YesTime\_\_\_\_\_ ☐ a.m. ☐ p.m.

TERMINALS:

TYPE \_\_\_\_\_☐ DSL/IP☐ Dial-Up  
Reprogramming Fee: \$\_\_\_\_\_  
☐ OWN Serial # \_\_\_\_\_  
☐ PURCHASE Price: \$\_\_\_\_\_ x Quantity \_\_\_\_ Total: \$\_\_\_\_\_

PIN PADS:

TYPE \_\_\_\_\_☐ USB☐ Serial  
Encryption Fee: \$\_\_\_\_\_  
☐ OWN Serial # \_\_\_\_\_  
☐ PURCHASE Price: \$\_\_\_\_\_ x Quantity \_\_\_\_ Total: \$\_\_\_\_\_

PRINTERS:

☐ OWN TYPE: \_\_\_\_\_  
☐ PURCHASE Price: \$\_\_\_\_\_ x Quantity \_\_\_\_ Total: \$\_\_\_\_\_

OTHER:

☐ OWN Serial # \_\_\_\_\_  
☐ PURCHASE Price: \$\_\_\_\_\_ x Quantity \_\_\_\_ Total: \$\_\_\_\_\_

IMPRINTERS @\$\_\_\_\_\_ each Purchase Quantity: \_\_\_\_ @ \$\_\_\_\_\_ ea. = Total: \$\_\_\_\_\_

PLATES: Plate Size ☐ 1-1/8"x 2-5/8"(Std.) ☐ 1-1/16"x 1-3/4"(AMEX)

TERMINAL APPLICATION:

☐ Retail/MOTO☐ Restaurants w/tips☐ Restaurants w/o tips☐ QSR☐ PIN Debit☐ Hotel/Lodging☐ EBT☐ Planet Payment

TERMINAL FEATURE:

☐ Multi-merchant☐ Main Account☐ Main Account #: \_\_\_\_\_  
For outside line, dial: \_\_ , ( \_\_\_ ) \_\_\_\_\_ - \_\_\_\_\_  
☐ Receipt Message Header: \_\_\_\_\_  
☐ Receipt Message Footer: \_\_\_\_\_

TRAINING:

☐ Phone (default)☐ AgentOPTIONAL PROCESSING FEATURES: \_\_\_\_\_

SOFTWARE:

☐ Upgrade☐ Own☐ Purchase:  
☐ POS Partner☐ Other PA DSS Compliant Software: \_\_\_\_\_  
☐ IC Verify☐ Other PA DSS Compliant Software Version: \_\_\_\_\_

Purchase Price \$\_\_\_\_\_

Communication Type:

User License:  
☐ Single☐ Multi:  
Serial No. \_\_\_\_\_

For Nashville Front-End Only–  
Product ID: \_\_\_\_\_  
Vendor ID: \_\_\_\_\_

Merchant Website Address: http://\_\_\_\_\_

ENVIRONMENT

☐ Consumer Present☐ eCommerce / MOTO

GATEWAY INTERFACE  
(check one or more) ☐ API Integration/Direct Host☐ Batch Upload  
☐ Virtual Terminal☐ Hosted Pay Page

PAYMENT TYPE

☐ Credit Card☐ Pinless Debit  
☐ AutoDebit  
☐ Check Conversion

FEATURED FUNCTIONALITIES (check one or more)  
☐ MAG Swipe Credit☐ Recurring Payment  
☐ Convenience Fee☐ VBV (VISA)  
☐ Address Verification Service (AVS)  
☐ Card Validation Value (CVV)☐ SECURE CODE (MC)

☐ USA ePay☐ Authorize.net☐ OWNPURCHASE

☐ Other GatewayName: \_\_\_\_\_

Technical Contact or System Integrator Name:

Email Address:

Phone No.  
(    )

Fax No.  
(    )

If Contact is different than System Integrator:

Email Address:

Phone No.  
(    )

Fax No..  
(    )

Routing # \_\_\_\_\_ Acct. # \_\_\_\_\_

COMMENTS:

SHIP TO:

☐ Merchant's Location☐ Merchant's Billing AddressOPTIONS: ☐ Overnight Shipping \$\_\_\_\_\_ ☐ Track Shipment, Email: \_\_\_\_\_

☐  
SHIP TO DIFFERENT ADDRESS:

Name: \_\_\_\_\_  
Street: \_\_\_\_\_City: \_\_\_\_\_

Phone No.  
(         )  
State/Zip Code: \_\_\_\_\_

Total Set-up  
\$ \_\_\_\_\_