



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: <input type="checkbox"/> CREDIT ONLY <input type="checkbox"/> DEBIT ONLY <input type="checkbox"/> 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		PERCENT OF OWNERSHIP %
RESIDENCE ADDRESS		CITY	STATE	ZIP
HOME TELEPHONE	SOCIAL SECURITY #	DATE OF BIRTH	DRIVER'S LICENSE #	STATE
2. NAME		TITLE		PERCENT OF OWNERSHIP %
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			

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.

BUSINESS LEGAL NAME

By: _____ By: _____
Individual Signature (#1 from application) Individual Signature (#2 from application)

Title: _____ Date: _____ Title: _____ Date: _____

Print Individual Name: _____

Individual Signature

Print Guarantor Name: _____ Date: _____ Print Guarantor Name: _____ Date: _____

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: _____

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

SIGN HERE

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: _____

SIGN HERE

Date: _____