

**MERCHANT PROCESSING APPLICATION AND AGREEMENT  
PARTIES AND SERVICES**

Merchant #: \_\_\_\_\_ ISO Name: \_\_\_\_\_

Agent #: \_\_\_\_\_ Sales Rep Name: \_\_\_\_\_ Loc. 1 of \_\_\_\_\_

**LOCATION INFORMATION**

Store/DBA Name: \_\_\_\_\_ Store #: \_\_\_\_\_

\*MCC Description: \_\_\_\_\_

Product/  
Services Sold:

\*If your business is classified as High Risk and assigned (or is later assigned based upon your business activity) any of the following Merchant Category Codes (MCC): 5966, 5967, and 7841<sup>1</sup>, then registration is required with Visa and/or MasterCard within 30 days from when your account becomes active. An Annual Registration Fee of \$500 may apply for Visa and/or MasterCard (total registration fees could be \$1,000.00). Failure to register could result in fines in excess of \$10,000.00 for violating Visa and/or MasterCard regulations<sup>2</sup>.

<sup>1</sup>Registration for MCC 7841 is only required for non-face-to-face adult content

<sup>2</sup>Information herein, including applicable MCCs, is subject to change

**LOCATION/CONTACT INFORMATION**

First/Last Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Country: \_\_\_\_\_

Business Phone: \_\_\_\_\_ Cust. Svc. Phone: \_\_\_\_\_

Fax Type: \_\_\_\_\_ Fax #: \_\_\_\_\_

Mobile #: \_\_\_\_\_ Pager #: \_\_\_\_\_

E-Mail: \_\_\_\_\_

**SALES INFORMATION**

Visa/MasterCard Volume Percent: Swiped \_\_\_\_\_% Keyed \_\_\_\_\_%

Discover® - PayPal Volume Percent: Swiped \_\_\_\_\_% Keyed \_\_\_\_\_%

American Express OptBlue® Volume Percent: Swiped \_\_\_\_\_% Keyed \_\_\_\_\_%

Bankcard Sales %: Hand Keyed \_\_\_\_\_% Face to Face \_\_\_\_\_% POS \_\_\_\_\_%

Mail/Phone \_\_\_\_\_% Internet \_\_\_\_\_% Tradeshow \_\_\_\_\_%

Total Cash/Credit: \$ \_\_\_\_\_ Average MC/Visa Ticket: \$ \_\_\_\_\_

Total Annual MC/Visa Volume: \$ \_\_\_\_\_ Average Discover® - PayPal Ticket: \$ \_\_\_\_\_

Total Annual Discover® - PayPal Volume: \$ \_\_\_\_\_ Average American Express OptBlue® Ticket: \$ \_\_\_\_\_

Total Annual American Express OptBlue® Vol.: \$ \_\_\_\_\_ Highest Ticket: \$ \_\_\_\_\_

**PRIMARY OWNER**

First/Middle/Last Name: \_\_\_\_\_

Title: \_\_\_\_\_

SSN: \_\_\_\_\_ Date of Birth: \_\_\_\_\_ % Ownership: \_\_\_\_\_

**RESIDENCE INFORMATION**

Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

Mobile #: \_\_\_\_\_ Pager #: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**CORPORATE INFORMATION**

Client's Corp./Legal Name: \_\_\_\_\_  
(Also for Headquarter's Info. and if different then DBA)

Same as DBA Name

**CORPORATE CONTACT INFORMATION**

Same as Location **or:**

First/Last Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Country: \_\_\_\_\_

Business Phone: \_\_\_\_\_ Fax #: \_\_\_\_\_

Mobile #: \_\_\_\_\_ Pager #: \_\_\_\_\_

Organization Type:  Association  Individual/Sole Proprietor

Estate/Trust  International LLC/Corp. (LLP/LLC)

Public Corporation  Private Corporation

Government  Tax Exempt

Other: \_\_\_\_\_

State Incorporated: \_\_\_\_\_

Date Business Acquired: \_\_\_\_\_

SS #: \_\_\_\_\_

# of Employees: \_\_\_\_\_

**NOTE:** Failure to provide accurate information may result in a withholding of Client funding per IRS regulations  
(See Part IV, A.4. of your Program Guide for further information.)

Name (as it appears on your income tax return)

Federal Tax ID#: (as it appears on your income tax return)

I certify that I am a foreign entity/nonresident alien.  
(If checked, please attach IRS Form W-8.)

**SECONDARY OWNER**

First/Middle/Last Name: \_\_\_\_\_

Title: \_\_\_\_\_

SSN: \_\_\_\_\_ Date of Birth: \_\_\_\_\_ % Ownership: \_\_\_\_\_

**RESIDENCE INFORMATION**

Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

Mobile #: \_\_\_\_\_ Pager #: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**BANKING INFORMATION**

Contact Name: \_\_\_\_\_ Phone #: \_\_\_\_\_

Institution Name: \_\_\_\_\_ Account Type: \_\_\_\_\_

ABA #: \_\_\_\_\_ DDA #: \_\_\_\_\_

TOTAL SALES

Business to Business \_\_\_\_% Business to Consumer \_\_\_\_%

BANKCARD SALES

Business to Business \_\_\_\_% Business to Consumer \_\_\_\_%

ORDER DELIVERY

0-7 days \_\_\_\_% 8-14 days \_\_\_\_% 15-30 days \_\_\_\_% 30+ days \_\_\_\_%

MasterCard/Visa/Discover® - PayPal/American Express OptBlue® Sales deposited:

Date of Order Date of Delivery Other

Explanation:

Who fulfills orders:

Description:

MODE OF ADVERTISING

Catalog Phone TV/Radio Internet Brochure/Directory Newspaper/Magazine Other:

LANDLORD

Own Rent Renting Since: Lease expires:

Contact Name:

Phone #:

ORDER FULFILLMENT VENDOR

Company Name:

Contact Name:

Phone #: City: State: Zip:

ENCLOSURES

Financial Statements Brochure/Directory Government Form (required if Gov't Contract)

Web Page or URL

Use third party to store, process, transmit Cardholder data? Yes No

Name:

Address:

Software Used:

TRADE REFERENCES

Company Name: Street Address:

Phone #: City: State: Zip:

Product/Services:

MAIL CARD STATEMENTS / DOCUMENTS

Statement Recap Information: (check one) 01 = Outlet 02 = Stmt to Bill To/No Recap 03 = Suppress Stmt (No Stmt) 08 = Produce Recap, No Stmt 09 = Bill to Address/Stmt and Recap 10 = Recap to Bill To/Stmt to Outlet

Statement Type: (check one) Detail Summary Statement Delivery Method: (check one) E-Mail Online Print and Mail

Statement E-Mail Address:

Head Office/Bill To Name: First/Last Contact Name:

Address: City: State: Zip: Phone:

ON YOUR BUSINESS ACCOUNT CHECKING STATEMENT ROLLUP: (check one)

0 = Each Transfer 1 = Debit/Credit Grouped (By Category) 2 = Net Transfer Amount Only 3 = Net Transfer EOM Fee Combined

SITE SURVEY

Visit Performed? Yes No

Zone: Location:

Location Description:

Seasonal Merchant? Yes No Start Month: End Month:

# Floors in Building: Floor(s) Occupied:

Who occupies Other Floor?

Fire Safety Act

Advertising Name Displayed: Store Front Door Window

Approximate Sq. Footage: # of Registers:

Proper License Displayed

RETURN POLICY

Exchange Only Refund Cardholder None

PREVIOUS PROCESSOR

Previous Processor:

Previous Merchant #:

Reason for Leaving:

Other:

ENTITLEMENTS

MC/Visa/Discover Network - PayPal Full Processing (Discover Network systems and rules will process and govern JCB, Diners Club International, and BC Card Transactions.)

Voyager Fleet or Existing Voyager Acct #: Annual Voyager Vol.: \$

MC Fleet Wright Express or Existing WEX Acct #:

\*Tax exempt Voyager Cards accepted: Yes No

WEX Full Acquiring Annual WEX Volume \$

American Express OptBlue Amex Pass Through (existing) SE # IATA/ARC: (MCC 4722)

Check one for Pass Through: Split Dial EDC

Debit Pkg: EBT SNAP / FNS # (XREF): Non Lic. JCB (EDC) Existing SE #:

DESCRIBE EQUIPMENT DETAILS

Network: (206) CARDnet Nashville Buypass Other: Specify Security Code: ( )

Table with columns: Customer-Owned Lease - Purchase\*, QTY, IP, Equipment Type, Retail - Restaurant - MOTO/Internet Lodging - Supermarket - Car Rental Quick Service Restaurant - Petr, Model Code and Name, Clover Unit Price w/o Tax, For Customer-Owned Equipment Track/Version/Serial #

\*Clover Equipment Purchase Only: This is for information purposes only. Please refer to your equipment purchase agreement with TASQ Technology, Inc. or your equipment lease agreement with First Data Global Leasing for information and pricing and fees for your equipment or hardware. You are not purchasing or leasing equipment from Processor and you acknowledge and agree that Processor will have no obligation or liability relating to such purchase or lease of equipment. Your purchase or lease of equipment is subject to separate terms and conditions between you and the equipment seller or lessor.

NOTE: Any Special Instructions must be included on About Merchant's Business Page.

DESCRIBE EQUIPMENT DETAILS (cont'd)

Installation/Training: [ ] MAG/MIG to Train (receive training via phone, dial 1-800-558-7101 Opt. #1, M-F 8:00 am - 10:00 pm EST & Sat. 10:00 am - 7:00 pm EST)
[ ] Sales Rep. to Train [ ] No Merchant Training [ ] In-House [ ] PACT (Check Training via phone 1-800-366-1054 7:00 am - 6:30 pm CT)

First/Last Contact Name: \_\_\_\_\_ Contact Phone #: \_\_\_\_\_ Best Time To Call: \_\_\_\_\_ [ ] am [ ] pm

Imprinter
Purchase: [ ] Yes [ ] No If Yes \$ \_\_\_\_\_ x Qty: \_\_\_\_\_ = \$ \_\_\_\_\_ (w/o Tax) Wireless Provider: [ ] GPRS Cingular or [ ] Other: \_\_\_\_\_

Check one: [ ] Gateway Solutions [ ] Dial Solutions [ ] Payeezy Gateway [ ] VSAT\*\*\*\* [ ] Frame [ ] Other: \_\_\_\_\_ [ ] IC Verify Serial # \_\_\_\_\_

VAR/Internet/Software: Name: \_\_\_\_\_ (Nashville Only: Product ID # \_\_\_\_\_ Vendor ID # \_\_\_\_\_)

NOTE: \*\*\*Requires separate agreement between VSAT Provider prior to implementation of this telecommunications protocol.

FDGL LEASING

LEASE COMPANY: (04) First Data Global Leasing

Annual Tax Handling Fee:

Lease Term: \_\_\_\_\_ Mos.

[ ] AL, AR, CA, CT, GA, IN, KY, LA, MS, MO, NE, NV, NM, NC, OK, OR, RI, SC, TN, TX, VT, VA, WA, WV, WI, WY 30.20 [ ] All other States 10.20

Total Monthly Lease Charge for This Location: \$ \_\_\_\_\_ Total Cost to Lease (without tax): \$ \_\_\_\_\_

(w/o taxes, late fees, or other charges that may apply. See Lease Agreement for details. This is a NON-CANCELABLE lease for the full term indicated.)

Option to purchase: If you wish to buyout the equipment, please contact 1-877-257-2094 to obtain the cost.

SIGNATURES

Client certifies that all information set forth in this completed Merchant Processing Application and Agreement (MPA) is true. Client acknowledges having received the copy of the MPA, the Program Guide (which includes terms and conditions for each of the services, the Your Payments Acceptance Guide, Third Party Agreement(s) and a Confirmation Page (version FDSISO1905(ia)) and agrees to be bound by all provisions as printed therein as modified from time to time. Client acknowledges and agrees that we, our Affiliates and our third party subcontractors and/or agents may use automatic telephone dialing systems to contact Client at the telephone number(s) Client has provided in this MPA and/or may leave a detailed voice message in the event that Client is unable to be reached, even if the number provided is a cellular or wireless number or if Client has previously registered on a Do Not Call list or requested not to be contacted Client for solicitation purposes. Client hereby consents to receiving commercial electronic mail messages from us or our Affiliates from time to time. Client further agrees that Client will not accept more than 20% of its card transactions via mail, telephone or Internet order. However, if your MPA is approved based upon contrary information stated in the Sales Information Section above, you are authorized to accept transactions in accordance with the percentages indicated in that section. This signature page also serves as a signature page to the Third Party Agreement(s) appearing in the Third Party Section of the Program Guide.

By signing below, each of the undersigned authorizes us, our Affiliates and our third party subcontractors and/or agents to verify the information contained in this MPA and to request and obtain from any consumer reporting agency and other sources, including bank references, personal and business consumer reports and other information and to disclose such information amongst each other for any purpose permitted by law. If the MPA is approved, each of the undersigned also authorizes us, our Affiliates and our third party subcontractors and/or agents to obtain subsequent consumer reports and other information from other sources, including bank references, in connection with the review, maintenance, updating, renewal or extension of the Agreement or for any other purpose permitted by law and disclose such information amongst each other.

Each of the undersigned furthermore agrees that all references, including banks and consumer reporting agencies, may release any and all personal and business credit financial information to us, our Affiliates and our third party subcontractors and/or agents. Each of the undersigned authorizes us, our Affiliates and our third party subcontractors and/or agents to provide amongst each other the information contained in this Merchant Processing Application and Agreement and any information received subsequent thereto from all references, including banks and consumer reporting agencies for any purpose permitted by law. It is our policy to obtain certain information in order to verify your identity while processing your account application.

You further acknowledge and agree that you will not use your merchant account and/or the Services for illegal transactions, for example, those prohibited by the Unlawful Internet Gambling Enforcement Act, 31 U.S.C. Section 5361 et seq, as may be amended from time to time, or processing and acceptance of transactions in certain jurisdictions pursuant to 31 CFR Part 500 et seq. and other laws enforced by the Office of Foreign Assets Control (OFAC).

Client certifies, under penalties of perjury, that the federal taxpayer identification number and corresponding filing name provided herein are correct.

Client agrees to all the terms of this Merchant Processing Application and Agreement. This Merchant Processing Application and Agreement shall not take effect until Client has been approved and this Agreement has been accepted by First Data Merchant Services LLC and Bank.

Client's Business Principal/Officer:

Signature X \_\_\_\_\_

Print Name of Signer \_\_\_\_\_

Title \_\_\_\_\_ Date \_\_\_\_\_

Signature X \_\_\_\_\_

Print Name of Signer \_\_\_\_\_

Title \_\_\_\_\_ Date \_\_\_\_\_

(Servicers): For First Data Merchant Services LLC and Wells Fargo Bank, N.A., (a member of Visa USA, Inc. and MasterCard International, Inc.)

X Signature \_\_\_\_\_

Personal Guarantee: In exchange for First Data Merchant Services LLC and Wells Fargo Bank, N.A., (a member of Visa USA, Inc. and MasterCard International, Inc.), (the Guaranteed Parties) acceptance of, as applicable, the Agreement, and/or the applicable Third Party Agreement(s), the undersigned unconditionally and irrevocably guarantees the full payment and performance of Client's obligations under the foregoing agreements, as applicable, as they now exist or as modified from time to time, whether before or after termination or expiration of such agreements and whether or not the undersigned has received notice of any amendment of such agreements. The undersigned waives notice of default by Client and agrees to indemnify the Guaranteed Parties for any and all amounts due from Client under the foregoing agreements. The Guaranteed Parties shall not be required to first proceed against Client to enforce any remedy before proceeding against the undersigned. This is a continuing personal guaranty and shall not be discharged or affected for any reason. The undersigned understands that this is a Personal Guaranty of payment and not of collection and that the Guaranteed Parties are relying upon this Personal Guaranty in entering into the foregoing agreements, as applicable.

Personal Guarantee

Signature X \_\_\_\_\_

Print Name: \_\_\_\_\_ Date \_\_\_\_\_

Personal Guarantee

Signature X \_\_\_\_\_

Print Name: \_\_\_\_\_ Date \_\_\_\_\_