



Merchant Application - National Processing

MID# []

Type of Account (Check one):

- Direct Account
Agent Bank Acct.
Bank Referral, new Relationship
Name of Bank: Branch:

Principal Associate Chain DDA# MCC Code

Sales Rep # Sales Reps Name Sales Reps Phone #

Business Information

Merchant's DBA Name Merchant's Legal Name
Physical Street Address (No P.O. Box) Legal Address
City State Zip City State Zip
DBA Telephone # DBA Fax # Telephone # Fax #
Contact Name at this Address E-mail Address Contact Name at this Address E-mail Address

Business Profile and Assumptions

Federal Tax ID# Annual Visa/MC/Discover Sales (\$) Average Ticket (\$) Total Visa/MC/Discover Sales
Type of Ownership Sales Profile (must equal 100%)
Type of Goods/Services Sold Years in business under current ownership Do you currently accept Visa/MasterCard/Discover
Does merchant accept transactions before the customer receives product or service? Percentage of sales in this category (%) Percentage of cost that is pre-payment (%) How long does customer wait before product is received?
Does merchant offer warranties, dues, subscriptions, memberships or other extended services? Duration of extended service or benefits (in weeks) Have you or your business ever declared bankruptcy? Additional Location - 1st.
Bank Reference 1 Routing # DDA/Checking Account # Telephone #
Bank Reference 2 Routing # DDA/Checking Account # Telephone #
Trade Reference Account # Contact Telephone #
AmEx ID # Discover ID # Other ID #

Owner/Officer Information

Name Title Date of Birth Social Security # Home Telephone #
Home Address City State Zip Code Years There
Former Address (if less than 1 year at current address) City State Zip Code Years There
Name Title Date of Birth Social Security # Home Telephone #
Home Address City State Zip Code Years There
Former Address (if less than 1 year at current address) City State Zip Code Years There

Member (Acquirer) Information and Important Information for Member Banks and Merchants

HSBC Bank USA, National Association Merchant Support Group
Important Member Bank Responsibilities
Important Merchant Responsibilities
The responsibilities listed above do not supersede terms of the Merchant Agreement and are provided to ensure the Merchant understands these specific responsibilities.

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Credit/Debit Card Services and Fee Schedule*				
	Accept	Discount Rate	Per Item	Add'l Auth Fee
Visa Check Card Qualified Transactions	<input type="checkbox"/>	<input style="width: 50px;" type="text" value="%"/>	<input style="width: 50px;" type="text" value="\$"/>	<input style="width: 50px;" type="text" value="\$"/>
Debit MasterCard Qualified Transactions	<input type="checkbox"/>	<input style="width: 50px;" type="text" value="%"/>	<input style="width: 50px;" type="text" value="\$"/>	<input style="width: 50px;" type="text" value="\$"/>
Discover Check Card Qualified Transactions	<input type="checkbox"/>	<input style="width: 50px;" type="text" value="%"/>	<input style="width: 50px;" type="text" value="\$"/>	<input style="width: 50px;" type="text" value="\$"/>
Visa Credit Card Qualified Transactions	<input type="checkbox"/>	<input style="width: 50px;" type="text" value="%"/>	<input style="width: 50px;" type="text" value="\$"/>	<input style="width: 50px;" type="text" value="\$"/>
MasterCard Credit Card Qualified Transactions	<input type="checkbox"/>	<input style="width: 50px;" type="text" value="%"/>	<input style="width: 50px;" type="text" value="\$"/>	<input style="width: 50px;" type="text" value="\$"/>
Discover Credit Card Qualified Transactions	<input type="checkbox"/>	<input style="width: 50px;" type="text" value="%"/>	<input style="width: 50px;" type="text" value="\$"/>	<input style="width: 50px;" type="text" value="\$"/>
Mid Qualified Transactions	<input type="checkbox"/>	<input style="width: 50px;" type="text" value="%"/>	<input style="width: 50px;" type="text" value="\$"/>	<input style="width: 50px;" type="text" value="\$"/>
Non Qualified Transactions	<input type="checkbox"/>	<input style="width: 50px;" type="text" value="%"/>	<input style="width: 50px;" type="text" value="\$"/>	<input style="width: 50px;" type="text" value="\$"/>
Other	<input type="checkbox"/>	<input style="width: 50px;" type="text" value="%"/>	<input style="width: 50px;" type="text" value="\$"/>	<input style="width: 50px;" type="text" value="\$"/>
Other	<input type="checkbox"/>	<input style="width: 50px;" type="text" value="%"/>	<input style="width: 50px;" type="text" value="\$"/>	<input style="width: 50px;" type="text" value="\$"/>

Your pricing is based on the following rates structure:

- Retail/Restaurant Purchasing Card
 Lodging Mail/Telephone Order
 Other _____

Accept PIN Based Debit Yes No

EBT: Merchant

FNS#: _____

Cash Benefits: Yes No

Daily Discount: Yes No

***The forgoing discount rate, per item and authorization fees are based upon Merchant's complying with all processing requirements as established by the applicable governing authority of the payment type which qualifies Merchant for the most favorable interchange rates available for such payment type. Transactions that do not qualify for the most favorable interchange rates will be subject to surcharges up to the foregoing amounts in addition to the rate quoted. See the Card Services Terms and Conditions for more information regarding non-qualifying surcharges. In addition to the per item fee, all Debit transactions include fees assessed by the applicable network organization.

Fees								
<input type="checkbox"/> Application Fee	\$	One Time	<input checked="" type="checkbox"/> Retrieval	\$	per Each	<input checked="" type="checkbox"/> Other PCI Compliance Fee	\$ 49.00	per Year
<input type="checkbox"/> Monthly Minimum Fee	\$	per Month	<input type="checkbox"/> Statement Fee (6003)	\$	per Month	<input type="checkbox"/> Other _____	\$	per
<input type="checkbox"/> Star Club (Warranty Fee) (6010)	\$	per Month	<input type="checkbox"/> Debit Per Item Fee	\$	per Each	<input type="checkbox"/> Other _____	\$	per
<input type="checkbox"/> Voice Address Verification (MO/TO)	\$	per Each	<input checked="" type="checkbox"/> Chargeback Fee	\$15.00	per Each	<input type="checkbox"/> Other _____	\$	per
<input type="checkbox"/> Batch Fee	\$	per Each	<input type="checkbox"/> Voice Authorization Fee	\$	per Each	<input type="checkbox"/> Other _____	\$	per
<input type="checkbox"/> AmEx/Diners Transaction Fee	\$	per Each	<input checked="" type="checkbox"/> Non Sufficient Funds	\$15.00	per Each	<input type="checkbox"/> Other _____	\$	per

Terminal/Printer/PC Software	Terminal Profile Information Program	Qty.	Refurb. (Y/N)	Ship from National Processing (Y/N)
			<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
			<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
			<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
			<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

Internet Gateway			
<input type="checkbox"/> ms2 Transaction Gateway	<input type="checkbox"/> Authorize.net set-up	<input type="checkbox"/> Verisign set-up	<input type="checkbox"/> Other _____
	<input type="checkbox"/> Coding only	<input type="checkbox"/> Coding only	

Global East	Global Central	Vital
<input type="checkbox"/> Term <input type="checkbox"/> Host	<input type="checkbox"/> Host	<input type="checkbox"/> Term

Ship to Address	Payment Information	Shipping Information
Ship to Name	<input type="checkbox"/> Credit Card <input type="checkbox"/> Check <input type="checkbox"/> COD <input type="checkbox"/> Money Order	<input type="checkbox"/> 1 Day <input type="checkbox"/> 2 Day <input type="checkbox"/> 3 Day <input type="checkbox"/> Ground
Address		Acct # _____
City State Zip Code		Other # _____

*If shipping is not specified, delivery will go out UPS Ground.

Special Instructions _____

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Merchant Site Survey Report (to be completed by Sales Representative)

- Merchant Location: Retail Location with Store Front Office Building Residence _____
- Surrounding Area: Commercial Industrial Residential
- The Merchant: Owns Leases the business premises
- Does the amount of inventory and merchandise on shelves and floor appear consistent with the type of business? Yes No If no, explain: _____
- Does the Merchant use a Fulfillment House? Yes No If yes, was the Fulfillment House inspected? Yes No
- Further comments by Inspector (must complete): _____

I hereby verify that this application has been fully completed by Merchant applicant and that I have physically inspected the business premises of the merchant at this address and the information stated above is true and correct to the best of my knowledge and belief.

Verify and inspected by Representative (signature): X _____ **Representative (printed)** _____ **Date:** _____

American Express

By signing below, 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.

Merchant's Signature: X _____ **Name (printed):** _____ **Title:** _____ **Date:** _____

Personal Guaranty

I/We hereby guarantee to Global Direct and Member, their successors and assigns, the full, prompt, and complete performance of Merchant and all of Merchant's obligations under the Card Services Agreement, including but not limited to all monetary obligations arising out of Merchant's performance or non-performance under the Card Services Agreement whether arising before or after termination of the Card Services Agreement. This guaranty shall not be discharged or otherwise affected by any waiver, indulgence, compromise, settlement, extension of credit, or variation of terms of the Card Services 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 nonpayment or nonperformance of any provision of the Card Services Agreement by Merchant, and all other notices or demands regarding the Card Services Agreement. I/We agree to promptly provide to Global Direct and Member any information requested by any 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 Card Services Terms & Conditions provided to Merchant and those terms and conditions contained in this Merchant Application.

Signature of Guarantor: X _____, an individual, **Name (printed)** _____

Merchant's Signature: X _____, an individual, **Name (printed)** _____

Acceptance of Merchant Application and Terms & Conditions/Merchant Authorization

Your Card Services Agreement is between Global Payments Direct, Inc. ("Global Direct"), the Merchant named above and the Member named below ("Member"). Member is a member of Visa, USA, Inc. (Visa) and MasterCard International ("MasterCard"); Global Direct is a registered independent sales organization of Visa, a member service provider of MasterCard and a registered acquirer for Discover Financial Services, LLC. ("Discover"). A copy of the Card Services Terms & Conditions, revision number 01/11-NP, has been provided to you. Please sign below to signify that you have received a copy of the Card Services Terms & Conditions and that you agree to all terms and conditions contained therein. If this Merchant Application is accepted for card services, Merchant agrees to comply with the Merchant Application and the Card Services Terms & Conditions as may be modified or amended in the future. If you disagree with any Card Services Terms & Conditions, do not accept service. **IF MERCHANT SUBMITS A TRANSACTION TO GLOBAL DIRECT HEREUNDER, MERCHANT WILL BE DEEMED TO HAVE ACCEPTED THE CARD SERVICES TERMS & CONDITIONS.** By your signature below on behalf of Merchant, you certify that all information provided in this Merchant Application is true and accurate and you authorize Global Direct, and Global Direct on Merchant's behalf, to initiate debit entries to Merchant's checking account(s) in accordance with the Card Services Terms & Conditions. In addition by your signature below on behalf of Merchant you authorize Global Direct and/or National Processing to order a consumer credit report on Merchant and you.

Merchant's Signature: X _____ **Name (printed)** _____ **Title** _____ **Date** _____

Signing for Global Payments Direct, Inc.: X _____ **Name (printed)** _____ **Title** _____ **Date** _____

Signing for Member: X _____ **Name (printed)** _____ **Name of Member:** HSBC Bank USA, NA **Date** _____

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 pass, transmit, store or receive full cardholder's data, then the POS software must be PA DSS (Payment Application Data Security Standard) compliant or you (merchant) must validate PCI DSS compliance (see 1(b) below and questions 3 and 4 must be completed). If you use a payment gateway, they must be PCI DSS compliant.*******

1. Have you ever experienced an Account Data Compromise "ADC"? Yes No If yes, provide date of compromise? _____
 - a) Have you validated PCI/DSS (Payment Card Industry Data Security Standard) compliance? Yes No If yes, go to 1(b); If no, go to #2
 - b) Date of compliance, Report on Compliance "ROC" or Self Assessment Questionnaire "SAQ": _____
 - c) What is the name of your Qualified Security Assessor "QSA" _____ or Self Assessment Questionnaire "SAQ" (circle one "SAQ") A, B, C, or D
 - d) Date of last scan: _____ Approved Scanning Vendor's name: _____
2. Are you using a "dial-up" terminal or "TTC" Touch Tone Capture? Yes No
3. Do you or your Service Provider(s) receive, pass, transmit or store the Full Cardholder Number "FCN", electronically? Yes No
If yes, where is card data stored? Merchant's location only Merchant's Headquarters/Corp office only Primary Service Provider(s)
 Other Service Provider All Apply Both Merchant and Service Provider
4. What Primary Service Provider/Software Developer did you purchase your point of sale "POS" application from (i.e. software, gateway)? _____
 - a) What is the name of the Service Provider/Software Developer's application? _____ Software Version #? _____
 - b) Do your transactions process through any other Service Provider (i.e. web hosting companies, gateways, corporate office)? Yes No
 - c) If Yes, name the other Service Provider? _____

Sales Representative Name	Sales Rep. Code	Sales Rep Telephone #	Sales Rep E-mail Address
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For questions regarding Card Services, contact: Global Payments attn: Customer Service 10705 Red Run Blvd., Owings Mills, MD 21117 1-800-367-2638
National Processing Customer Service 1456 E. 820 N. Orem, UT 84097 877-458-3323 877-551-3323 fax



CARD SERVICES TERMS & CONDITIONS

1. GENERAL.

The "Card Services Agreement" consists of these Card Services Terms & Conditions and the Merchant Application and is made by and among Merchant (or "you"), Global Payments Direct, Inc. ("Global Direct"), and Member (as defined below). The provisions in the Card Services Agreement are applicable to Merchant if Merchant has signed the appropriate space in the Acceptance of Terms & Conditions/Merchant Authorization section of the Merchant Application. The member bank identified in the Merchant Application ("Member") is a member of Visa USA, Inc. ("Visa") and MasterCard International, Inc. ("MasterCard"). Global Direct is a registered independent sales organization of Visa, a member service provider of MasterCard and a registered acquirer for Discover Financial Services LLC ("Discover"). Any references to the Debit Sponsor shall refer to the debit sponsor identified below.

Merchant and Global Direct agree that the rights and obligations contained in these Card Services Terms and Conditions do not apply to the Member with respect to Discover transactions and Switched Transactions (as defined below). To the extent Merchant accepts Discover cards, the provisions in this Agreement with respect to Discover apply if Merchant does not have a separate agreement with Discover. . In such case, Merchant will also be enabled to accept JCB and Diner's Club cards under the Discover network and such transactions will be processed at the same fee rate as Merchant's Discover transactions are processed. To the extent Merchant accepts Discover cards and has a separate agreement with Discover, Discover card transactions shall be processed as Switched Transactions (as defined below).

Under the terms of the Card Services Agreement, Merchant will be furnished with the services and products described herein and in the Merchant Application and selected by Merchant therein (collectively and individually, as applicable, the "Services"). During the term of the Card Services Agreement, Global Direct will be the sole and exclusive provider of all card Services to Merchant. Any Merchant accepted by Global Direct for card processing services agrees to be bound by the Card Services Agreement, including the terms of the Merchant Application and these Card Services Terms & Conditions as may be modified or amended in the future. A MERCHANT'S SUBMISSION OF A TRANSACTION TO GLOBAL DIRECT SHALL BE DEEMED TO SIGNIFY MERCHANT'S ACCEPTANCE OF THE CARD SERVICES AGREEMENT, INCLUDING THE TERMS AND CONDITIONS HEREIN.

Except as expressly stated in the first three paragraphs of Section 13, all terms and conditions of this Card Services Agreement shall survive termination to the extent necessary to protect Global Direct and Member's rights herein.

2. SERVICE DESCRIPTIONS.

Credit Card Processing Services: Global Direct's credit card processing services consist of authorization and electronic draft capture of credit card transactions; outclearing of such transactions to the appropriate card associations and/or issuers (e.g., Visa, MasterCard, Diners, Discover); settlement; dispute resolution with cardholders' banks; and transaction-related reporting, statements and products. From time to time under this Card Services Agreement, upon Merchant's request, Global Direct may facilitate the transmission of certain payment card transactions ("Switched Transactions") to the respective card issuers, including but not limited to American Express®, Diners Club® and various fleet, private label and commercial cards. Switched Transactions require Global Direct's prior written approval and are subject to applicable pricing; Global Direct does not purchase the indebtedness associated with Switched Transactions.

EBT Transaction Processing Services: Global Direct offers electronic interfaces to Electronic Benefits Transfer ("EBT") networks for the processing of cash payments or credits to or for the benefit of benefit recipients ("Recipients"). Global Direct will provide settlement and switching services for various Point of Sale transactions initiated through Merchant for the authorization of the issuance of the United States Department of Agriculture, Food and Nutrition Services ("FNS") food stamp benefits ("FS Benefits") and/or government delivered cash assistance benefits ("Cash Benefits," with FS Benefits, "Benefits") to Recipients through the use of a state-issued card ("EBT Card").

Provisions regarding debit card services are set forth in Section 27 below.

With respect to Visa and MasterCard products, Merchant may elect to accept credit cards or debit/prepaid cards or both. Merchant shall so elect on the Merchant Application being completed contemporaneously herewith. Merchant agrees to pay and Merchant's account(s) will be charged pursuant to Section 5 of this Card Services Agreement for any additional fees incurred as a result of Merchant's subsequent acceptance of transactions with any Visa or MasterCard product that it has elected not to accept.

3. PROCEDURES.

Merchant will permit holders of valid cards bearing the symbols of the cards authorized to be accepted by Merchant hereunder to charge purchases or leases of goods and services and the debt resulting therefrom shall be purchased hereunder, provided that the transaction complies with the terms of this Card Services Agreement. All indebtedness submitted by Merchant for purchase will be evidenced by an approved sales slip. Merchant will not present for purchase any indebtedness that does not arise out of a transaction between a cardholder and Merchant. Merchant agrees to follow the Card Acceptance Guide which is incorporated into and made part of this Card Services Agreement, and to be bound by the operating regulations and rules of Visa, MasterCard, Discover and any other card association or network organization covered by this Card Services Agreement, as any of the above referenced documents may be modified and amended from time to time. Merchant acknowledges that the Card Acceptance Guide is located on Global Direct's website at www.globalpaymentsinc.com. Without limiting the generality of the foregoing, Merchant agrees to comply with and be bound by, and to cause any third party who provides Merchant with services related to payment processing or facilitates Merchant's ability to accept credit and debit cards and who is not a party to this Card Services Agreement to comply with and be bound by, the rules and regulations of Visa, MasterCard, Discover and any other card association or network organization related to cardholder and transaction information security, including without limitation, all rules and regulations imposed by the Payment Card Industry (PCI) Security Standards Council (including without limitation the PCI Data Security Standard), Visa's Cardholder Information Security Program, MasterCard's Site Data Protection Program, and Payment Application Best Practices. Merchant also agrees to cooperate at its sole expense with any request for an audit or investigation by Global Direct, Member, a card association or network organization in connection with cardholder and transaction information security. Without limiting the generality of the foregoing, Merchant agrees that it will use information obtained from a cardholder in connection with a card transaction solely for the purpose of processing a transaction with that cardholder or attempting to re-present a chargeback with respect to such transaction. Merchant will indemnify and hold Global Direct and Member harmless from any fines and penalties issued by Visa, MasterCard, Discover or any card association or network organization and any other fees and costs arising out of or relating to the processing of transactions by Global Direct and Member at Merchant's location(s) and will reimburse Global Direct for any losses incurred by Global Direct with respect to any such fines, penalties, fees and costs.

Merchant also agrees that it will comply with all applicable laws, rules and regulations related to the truncation or masking of cardholder numbers and expiration dates on transaction receipts from transactions processed at Merchant's location(s), including without limitation the Fair and Accurate Credit Transactions Act and applicable state laws ("Truncation Laws"). As between Merchant, on the one hand, and Global Direct and Member, on the other hand, Merchant shall be solely responsible for complying with all Truncation Laws and will indemnify and hold Global Direct and Member harmless from any claim, loss or damage resulting from a violation of Truncation Laws as a result of transactions processed at Merchant's location(s).

Global Direct may, from time to time, issue written directions (via mail or Internet) regarding procedures to follow and forms to use to carry out this Card Services Agreement. These directions and the terms of the forms are binding as soon as they are issued and shall form part of these Card Services Terms & Conditions.