



**Merchant Application & Agreement
Merchant Processing Terms & Conditions**

MERCHANT APPLICATION & AGREEMENT

ASSOCIATION / BUSINESS NAME(S) (PLEASE PRINT CLEARLY)	
Exact Legal Name (as shown on Federal Tax Return):	Association/Business DBA Name:
Mailing/Billing Address: (No P.O. Boxes)	Physical Street Address (if different from mailing address):
City, State, Zip:	City, State, Zip:
Corporate Phone #:	DBA Phone #: DBA Contact:
Corporate Email Address:	DBA Email Address:
Website Address:	Mail Correspondence To: <input type="checkbox"/> Physical Street Address <input type="checkbox"/> Mailing/Billing Address

MERCHANT PROFILE (BE ACCURATE-MUST BE APPROVED BY BANK)	
Type of Ownership: <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> PA or PC <input type="checkbox"/> Corporation <input type="checkbox"/> Limited Liability Co. <input type="checkbox"/> Not for Profit <input type="checkbox"/> City/Government	Federal Tax #: _____ - _____
Type of goods or services sold:	Have you ever accepted Visa/MasterCard? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, list name of most recent processor:
Has this business or any associated principal been terminated as a Visa/MasterCard merchant? <input type="checkbox"/> Yes <input type="checkbox"/> No	Has MERCHANT or any associated principal identified below filed bankruptcy or been subject to involuntary bankruptcy? <input type="checkbox"/> Yes date: _____ <input type="checkbox"/> No
Years Applicant Owned Business: _____	# of Locations: _____
Hours of Operation: M-F: _____ Sat/Sun: _____	

Ticket Size:	Bankcard Sales Profile (BE ACCURATE):	Merchant Type:
REQUESTED TICKET SIZE*: _____	Card Swipe _____ %	<input type="checkbox"/> Retail <input type="checkbox"/> Lodging/Car Rental
MONTHLY VOLUME: _____	Manual with Imprint, Card Present _____ %	<input type="checkbox"/> Restaurant <input type="checkbox"/> B2B
ANNUAL VOLUME: _____	Mail/Telephone Order: _____ %	<input type="checkbox"/> Service <input type="checkbox"/> City/Government
*The Ticket Size amount is based on credit approval.		<input type="checkbox"/> Seasonal
		<input checked="" type="checkbox"/> Internet
		<input type="checkbox"/> MOTO
		Internet: 100 %
		Total: 100 %

Bank Account Information: Attach Voided Check		
Name of Bank:	Bank Contact:	Bank Phone #:
Checking Account #:	Routing/Transit #: (9 digits) _____	Date Opened:

OWNERS OR OFFICERS (ONLY ONE IS REQUIRED. IF TWO LISTED, BOTH PARTIES MUST SIGN.)					
1. Legal Name:	Title:	Date of Birth:	SSN: - -	Phone #:	
Residence Address:	City:	State:	Zip:	% Ownership:	
2. Legal Name:	Title:	Date of Birth:	SSN: - -	Phone #:	
Residence Address:	City:	State:	Zip:	% Ownership:	

The above personal information is required to be completed due to Federal regulations in connection with the U.S. Patriot Act and the Customer Identification Program.

BUSINESS TRADE SUPPLIERS			
Name:	Product Purchased:	Contact:	Phone:
Name:	Product Purchased:	Contact:	Phone:

Fifth Third Bank, an Ohio banking corporation, Member FDIC:

First American Payment Systems is a registered ISO/MSP with Visa and MasterCard and is an authorized agent of Fifth Third Bank, an Ohio banking corporation, Member FDIC.

Rates & Fees

VISA® / MASTERCARD® / DISCOVER® NETWORK FEES

Card Type	Discount Rate	Transaction/Authorization Fee	Card Types to be Accepted:
Visa	2.29 %	\$ 0.25	<input checked="" type="checkbox"/> Both <input type="checkbox"/> Credit/Business <input type="checkbox"/> Consumer Signature Debit
MasterCard	2.29 %	\$ 0.25	<input checked="" type="checkbox"/> Both <input type="checkbox"/> Credit/Business <input type="checkbox"/> Consumer Signature Debit
Discover Network	2.29 %	\$ 0.25	

The above Discount Rate is for Qualified Transactions only. Discount rates are based on several factors, including but not limited to: Merchant's business type, method of sale, processing procedures, and type of card accepted for payment. The previously mentioned factors and/or deviations from the standards established by Visa/MasterCard/Discover Network will result in increased Discount rates. See paragraph 27 of the Merchant Credit Card Processing Terms & Conditions for additional information. Please note: If MERCHANT elects not to accept "both", additional registration is required by Visa and MasterCard and approval of the merchant account will be delayed until all necessary forms are submitted.

CHECK CARD FEES

Card Type	Discount Rate	Per Item Fee
Visa	2.29 %	\$ 0.05
MasterCard	2.29 %	\$ 0.05
Discover Network	2.29 %	\$ 0.05

The above Discount Rate is for Qualified Check Card Transactions only. Discount rates are based on several factors, including but not limited to: Merchant's business type, method of sale, processing procedures, and type of card accepted for payment. The previously mentioned factors and/or deviations from the standards established by Visa/MasterCard/Discover Network will result in increased Discount rates. See paragraph 27 of the Merchant Credit Card Processing Terms & Conditions for additional information. In addition to the Per Item Fee, the Transaction Fee listed in the Visa/MasterCard/Discover Fees section will be assessed on each check card transaction.

OTHER FEES

SELECT ONE: <input type="checkbox"/> Annual Fee: \$95.00 per year			OR	<input type="checkbox"/> Monthly Minimum: \$25.00 per month	<i>(See Paragraph 27 in the Merchant Credit Card Processing Terms & Conditions for information relating to these other fees.)</i>
Statement Fee: \$ _____ per month		Non-Bank Card Transaction Fee: \$0.25 per transaction			
Voice Authorization Fee: \$0.95 per request		Batch/Settlement Fee: \$0.25 per batch		DDA/DBA Change Fee: \$35.00	
Chargeback Fee: \$25.00 per item		Return Draft Fee: \$30.00 per item		Retrieval Fee: \$10.00 per item	

MERCHANT BENEFITS PACKAGE

Monthly Fee: \$ _____

Merchant Benefit Package Includes:

- Equipment swaps* • FirstView™ online reporting (Merchant email address required for this service.)

*See Paragraph 27 in the Merchant Credit Card Processing Terms & Conditions regarding Equipment swaps.

AMERICAN EXPRESS® CARD ACCEPTANCE

Have you previously had an American Express Merchant Account Number? Yes No If yes, complete the merchant number below.

Existing American Express Merchant Account Number (10 digits): ____/____/____/____/____/____/____/____/____/____ DECLINE

- | | | |
|---|--|---|
| <input type="checkbox"/> American Express Discount Rate 3.50 % | or | <input type="checkbox"/> American Express Monthly Flat Fee - \$5.95 |
| <input type="checkbox"/> Retail: \$0.10 Trans Fee + 0.30% CNP Downgrade | Estimated Annual American Express Charge Volume: \$ _____ | |
| <input type="checkbox"/> Quick Service, Restaurant & Bar: \$0.05 Trans Fee | Estimated Average Ticket: \$ _____ | |
| <input type="checkbox"/> Services, Wholesale & All Other: \$0.15 Trans Fee | Pay Frequency: <input checked="" type="checkbox"/> 3 Day <input type="checkbox"/> 15 Day <input type="checkbox"/> 30 Day | |
| <input type="checkbox"/> Monthly Gross Pay (+.03% if \$100K+) <input checked="" type="checkbox"/> Daily Gross Pay | | |

Fees charged by American Express are separate and apart from fees charged by First American Payment Systems, L.P. Merchant agrees to accept the American Express Card pursuant to, and to be bound by, the Terms & Conditions for American Express Card Acceptance. Merchant must be approved by American Express.

INTERNET INFORMATION / MOTO ADDENDUM

Description of Product Sold:	
What is Your Refund Policy?	
Does your business sell/provide goods, services, or subscriptions that will not be rendered at the time of sale but rather at a later date? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain:	
Do you bill the credit card before the product is shipped or services are rendered? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, how long before the product is shipped or services are rendered?	List Carrier that will deliver product: <input type="checkbox"/> Not Applicable
Inventory: <input type="checkbox"/> Housed by Merchant <input type="checkbox"/> Shipped from Vendor <input type="checkbox"/> Not Applicable	Will you authorize carrier to deliver shipment without obtaining a signature? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not applicable
Foreign Sales will account for what percentage of your monthly bankcard volume? _____ %	Have you implemented any processes to limit your exposure against cardholder disputes/Fraudulent Credit Card transactions? <input type="checkbox"/> Yes <input type="checkbox"/> No

FIRSTPAY.NET™ 2.0 INTERNET SERVICES (CHOOSE SERVICE(S) BELOW)

Service <input type="checkbox"/> Total Package <input checked="" type="checkbox"/> Internet Payment Gateway <input type="checkbox"/> MOTO Virtual Terminal <input type="checkbox"/> Batch Upload (offline transactions only) <input type="checkbox"/> Virtual Point-of-Sale <input type="checkbox"/> mTerminal <input type="checkbox"/> Payment Plug-in for QuickBooks® - Download	Applicable Fees For All Firstpay.Net 2.0 Internet Services: Set Up Fee: \$ _____ Monthly Service Fee: \$ _____ Gateway Transaction Fee: \$ _____ Annual License Fee: \$ _____
<input type="checkbox"/> Payment Plug-in for QuickBooks® - Phone Support <input type="checkbox"/> One Month: \$25.00 <input type="checkbox"/> Six Months: \$50.00 <input type="checkbox"/> One Year: \$75.00 <input type="checkbox"/> Customer Information Manager (CIM): \$ _____ per month Web Developer: MemberClicks Phone: 404-879-2800 Email: faps@memberclicks.com	

MEMBERCLICKS USE ONLY:	
MCA# _____	DATE: _____
OFFICE # 204231	REP# _____
REPRESENTATIVE SIGNATURE: _____	
PRINTED NAME: _____	

ACKNOWLEDGEMENTS

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 also authorize American Express to use the reports from consumer reporting agencies for marketing and administrative purposes. 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.

Debit/Credit Authorization: MERCHANT hereby authorizes Fifth Third Bank, an Ohio banking corporation, Member FDIC and First American Payment Systems, L.P. ("Bank") to initiate Automated Clearing House ("ACH") debit/credit entries to any bank account for all fees, costs, and amounts due to Bank or payable to MERCHANT pursuant to this Merchant Application & Agreement and ACH rules and regulations. In the event that a credit or debit entry is erroneously initiated, MERCHANT authorizes Bank immediately to correct such error. The authorizations set forth herein shall remain in full force and effect until all obligations of MERCHANT to Bank have been performed in full and Bank has received payment of all fees, costs, and amounts due or which may become due from MERCHANT. This authorization extends to all entries including, but not limited to, lease, rental or purchase agreements for POS terminals and/or accompanying equipment and amounts

due for supplies and materials. MERCHANT/Applicant authorizes the Bank or any other credit reporting agency employed by Bank, or any other agent of Bank, to make inquiries the Bank deems appropriate, including but not limited to background investigations, credit reports, and other lawful sources to investigate, verify, or research any information obtained from merchant or contained herein for the purpose of this application or any application for accompanying POS terminal(s) or equipment financing. MERCHANT authorizes Bank to release information disclosed on the Merchant Application & Agreement and/or information regarding MERCHANT's transactions and experiences between Bank and MERCHANT to Bank's vendors, affiliates, third parties or business partners. MERCHANT may not change or alter its account information without thirty (30) days prior written notification to Bank and the execution of any forms or instruments deemed reasonably necessary by Bank.

MERCHANT and/or Guarantor certifies that the information supplied in the Merchant Profile Section is accurate and acknowledges that the requested amounts must be approved by Bank. Any variance to this information as approved by Bank could result in delayed and/or withheld settlement of funds. Also, see paragraph 28 of the Merchant Processing Terms & Conditions.

This agreement is for a three year term and Early Termination will result in an Early Termination Fee of four hundred ninety-five dollars (\$495.00).

All parties mutually agree that this is a commercial contract between businesses, not a consumer contract.

IMPORTANT NOTICE: All information contained in this application was supplied by MERCHANT and/or Guarantor. First American Payment Systems, L.P. and/or Fifth Third Bank, an Ohio banking corporation, Member FDIC shall not be responsible for any change in printed terms unless specifically agreed to in writing by an officer of First American Payment Systems, L.P. and/or Fifth Third Bank, an Ohio banking corporation, Member FDIC. First American Payment Systems, L.P. may exercise the legal rights and receive the benefits of Fifth Third Bank, an Ohio banking corporation, Member FDIC of all provisions, terms and conditions hereof.

MERCHANT UNDERSTANDS THAT THIS AGREEMENT SHALL NOT TAKE EFFECT UNTIL MERCHANT HAS BEEN ACCEPTED BY FIRST AMERICAN PAYMENT SYSTEMS, L.P., AND/OR FIFTH THIRD BANK, AN OHIO BANKING CORPORATION, MEMBER FDIC AND A MERCHANT NUMBER IS ISSUED.

MERCHANT and each Guarantor by signing below acknowledge to have received, read, and be bound by the Merchant Application & Agreement and the Merchant Processing Terms & Conditions. By signing below, MERCHANT acknowledges no verbal agreements or representations have been made and MERCHANT and Guarantor have relied solely on the Merchant Application & Agreement and the Merchant Processing Terms & Conditions.

PRINT LEGAL NAME OF MERCHANT BUSINESS AS SHOWN ON FEDERAL TAX RETURN - DO NOT SIGN INCOMPLETE DOCUMENT

X _____
#1 FROM APPLICATION - SIGNATURE TITLE DATE

X _____
#2 FROM APPLICATION - SIGNATURE TITLE DATE

FOR ALL ENTITIES (RESOLUTION) MUST BE SIGNED BY EITHER APPLICANT.

The undersigned personally warrants and represents that the persons identified in numbers 1 and/or 2 have the authority to execute the Merchant Application & Agreement and the Merchant Processing Terms & Conditions on behalf of the herewithin named entity and bind the entity to the Merchant Processing Terms & Conditions.

X _____
SIGNATURE TITLE DATE

INDIVIDUAL GUARANTY (NO TITLES)

The undersigned jointly and severally (if more than one) unconditionally guarantee to Fifth Third Bank, an Ohio banking corporation, Member FDIC, First American Payment Systems, L.P., and their successors and assigns ("First American") the full and prompt payment when due and performance of all the obligations of every kind of MERCHANT arising directly or indirectly out of the Merchant Application & Agreement, Merchant Processing Terms & Conditions and all amendments or extensions thereto (collectively, the "Agreement") or any document or agreement executed and delivered by MERCHANT in accordance with the terms of the Agreement. This is a continuing guarantee and shall not be discharged or affected by each of the undersigned, shall bind the estate, heirs, administrators, representatives, successors and assigns, and may be enforced by or for the benefit of any assignees or successor of First American. Each of the undersigned hereby consents and agrees that First American may at any time, and from time to time, without notice to or further consent from any Guarantor, either with or without consideration, surrender any property or other security of any kind or nature whatsoever held by it or by any person, firm or corporation on its behalf or for its account, securing the liability of MERCHANT hereby guaranteed; substitute for any collateral so held by it other collateral of like kind, or of any kind; grant releases, compromises and indulgences with respect to the liability of MERCHANT hereby guaranteed and to any persons or entities now or hereafter liable therefore or hereunder; release any Guarantor of MERCHANT; or take or fail to take any action of any type whatsoever, and

no such action which First American shall take or fail to take in connection with the Agreement or for the performance of any obligations or undertakings of MERCHANT, nor any course of dealing with MERCHANT or any other person, shall release any Guarantor's obligations hereunder, affect this Guaranty in any way or afford any Guarantor any recourse against First American.

The undersigned agrees, consents and submits to the Courts of the State of Texas, County of Tarrant, and agrees that such courts shall have exclusive jurisdiction and shall be the proper venue for the determination of all controversies and disputes arising hereunder. The undersigned agrees to pay all attorney fees and other expenses incurred by First American. By signing below, each Guarantor hereby agrees: (i) to have read and accepted all terms and conditions of this agreement contained herein, and (ii) that he/she will benefit from the services and financial accommodations provided to MERCHANT's business.

First American may proceed against any Guarantor with or without joining or first proceeding against MERCHANT or any other persons. The undersigned further unconditionally authorize(s) First American or its agents to investigate the information and references contained herein, and to obtain additional information about Guarantor(s) from credit bureaus and other lawful sources, including persons and companies named in the Agreement.

X _____
#1 FROM APPLICATION - SIGNATURE DATE

X _____
#2 FROM APPLICATION - SIGNATURE DATE

Merchant and each Guarantor by signing below acknowledges to have received and read the following documentation as part of an application for Merchant Processing and related services.

- Merchant Application & Agreement
- Merchant Processing Terms & Conditions

Member Bank Disclosure: The responsibilities listed below do not supersede terms of the Merchant Application & Agreement or Merchant Terms & Conditions and are provided to ensure Merchant understands the important obligations of each party.

Member Bank (Acquirer) Information:	
Acquirer Name:	Fifth Third Bank
Acquirer Address:	38 Fountain Square Plaza Cincinnati, OH 45263 Attn: Relationship Manager
Contact/Customer Service Phone:	817-317-2996
Acquirer Phone:	513-534-5300

Important Member Bank (Acquirer) Responsibilities:

1. Fifth Third Bank is the **only entity** approved to extend acceptance of MasterCard® and Visa products directly to a Merchant.
2. Fifth Third Bank must be a principal (signer) to the Merchant Agreement.
3. Fifth Third Bank is responsible for educating Merchants on pertinent MasterCard® and Visa Operating Regulations with which Merchants must comply.
4. Fifth Third Bank is responsible for settlement of funds to the Merchant.
5. Fifth Third Bank is responsible for all funds held in reserve that are derived from settlement.

Merchant Information:	
Legal Business Name: <small>(as shown on Federal Tax Return)</small>	
Address:	
City, State, Zip:	
Phone:	

Important Merchant Responsibilities:

1. Ensure compliance with cardholder data security and storage requirements. (PCI)
2. Maintain fraud and chargebacks below acceptable thresholds.
3. Review and understand the terms of the Merchant Agreement.
4. Comply with MasterCard® and Visa Operating Regulations.

NO CHANGES OR MODIFICATIONS OF THE MERCHANT PROCESSING TERMS & CONDITIONS SHALL BE ENFORCEABLE UNLESS IN WRITING AND SIGNED BY BANK.

MERCHANT AND EACH GUARANTOR MUST SIGN BELOW AND YOU MUST RETAIN A COPY OF THE MERCHANT PROCESSING TERMS & CONDITIONS FOR YOUR RECORDS, EXCEPT FOR THIS SIGNATURE PAGE.

THIS SIGNED SIGNATURE PAGE MUST BE INCLUDED WITH MERCHANT APPLICATION. PLEASE READ CAREFULLY.

X _____
#1 FROM APPLICATION - SIGNATURE

PRINT LEGAL NAME

TITLE

DATE

X _____
#2 FROM APPLICATION - SIGNATURE

PRINT LEGAL NAME

TITLE

DATE