

(800) 360-2591

SIC Code \_\_\_\_\_ Sales Rep.# \_\_\_\_\_ Location # \_\_\_\_\_ of \_\_\_\_\_

Merchant# \_\_\_\_\_

## BUSINESS INFORMATION

Business/Corporate Name (as shown on your Income Tax Return)		Statement Mailing Address (if different from location address)	
DBA (Doing Business As) Name		City, State, Zip	
Location Address		Business Phone Number	FAX#
City, State, Zip		E-Mail	
Website Address (URL)		Statement Option Type <input type="checkbox"/> Electronic <input type="checkbox"/> Paper	
Bank Reference (Name)	Bank Reference (Phone #)	Federal Tax ID (As shown on Income Tax Return)	TIN Type: <input type="checkbox"/> EIN (Federal Tax ID) <input type="checkbox"/> SSN
Checking Account #	Bank Routing #	<input type="checkbox"/> I certify that I am a foreign entity / nonresident alien (if checked, please attach IRS Form W-8.)	Contact Name

The Business/Corporate Name and Federal Tax ID Number shown on this application is my correct taxpayer information on file with the IRS. Missing or incorrect information may result in backup withholding from your deposits (currently at least 28% of your gross sales amount) until you provide correct information. Any withheld funding is paid directly to the IRS or applicable taxing authority and claimed or returned upon filing of your tax return the applicable period. (See Section 34.3 of your Program Guide for further information.)

<input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Non-Profit <input type="checkbox"/> Medical/Legal Corporation <input type="checkbox"/> LLC <input type="checkbox"/> Tax Exempt Organization <input type="checkbox"/> International Organization <input type="checkbox"/> Association/Estate/Trust <input type="checkbox"/> Government			Percent of Business (Must Be 100%) CARD SWIPED %    KEYED WITH IMPRINT OF CARD %    KEYED WITHOUT IMPRINT OF CARD %		
How long in present business	Number of Years	Do you currently accept Visa/MasterCard/Discover? <input type="checkbox"/> Yes <input type="checkbox"/> No <small>(If yes, you should submit 3 most current months statements.)</small>	Sales Method (Must Be 100%)		
State of Incorporation	Merchandise/Services Sold	Monthly Bank Card Sales \$	Seasonal: <input type="checkbox"/> Yes <input type="checkbox"/> No	STORE FRONT %	OFF PREMISE %
Gross Yearly Sales \$	Average Ticket Amount \$	Highest Ticket Amount \$	High Volume Months	TRADE SHOW %	OTHER %
Prior Bankruptcies? <input type="checkbox"/> Yes <input type="checkbox"/> No	If Yes: <input type="checkbox"/> Business <input type="checkbox"/> Personal	Date of Discharge:	MAIL/PHONE ORDER %		
American Express <input type="checkbox"/> New Setup <input type="checkbox"/> Existing	Account#	INTERNET SERVICES %			
EBT <input type="checkbox"/> Cash Benefits <input type="checkbox"/> Food Stamps (SNAP)*	*Account#				

**Accept all MasterCard, Visa, and Discover Network Transactions (presumed, unless any selections below are checked)**

<b>MasterCard Acceptance</b> <input type="checkbox"/> Accept MC Credit Transactions <i>only</i> <input type="checkbox"/> Accept MC Non-PIN Debit Trans. <i>only</i>	<b>Visa Acceptance</b> <input type="checkbox"/> Accept Visa Credit Transactions <i>only</i> <input type="checkbox"/> Accept Visa Non-PIN Debit Trans. <i>only</i>	<b>Discover Network Acceptance</b> <input type="checkbox"/> Accept Discover Network Credit Transactions <i>only</i> <input type="checkbox"/> Accept Discover Network Non-PIN Debit Trans. <i>only</i>
<b>Discount Collected</b> <input type="checkbox"/> Daily <input type="checkbox"/> Monthly		

See Section 1.9 of the Program Guide for details regarding limited acceptance.

## PETROLEUM INFORMATION

Pay at the Pump Yes <input type="checkbox"/> No <input type="checkbox"/>	<input type="checkbox"/> Wright Express: 3.5%	Transaction Fee: 15¢	<input type="checkbox"/> Voyager Rate: 3.4% Transaction Fee: 9¢
Pump encryption Type: <input type="checkbox"/> TDES 300 <input type="checkbox"/> TDES 351 <input type="checkbox"/> DUKPT <input type="checkbox"/> Pin Debit not accepted at pump			

## OWNERS OR OFFICERS (Equity Ownership Must be Greater than 50%)

Name 1.	Title	Equity Ownership	Applicant's SS#	Date of Birth
Residence Address	City, State, Zip	Years at Address	Home Phone	Driver's License#
Name 2.	Title	Equity Ownership	Applicant's SS#	Date of Birth
Residence Address	City, State, Zip	Years at Address	Home Phone	Driver's License#

To help the government fight the funding of terrorism and money laundering activities, U.S. Federal law requires financial institutions to obtain, verify, and record certain identifying information from any business or individual seeking to open a new account. We are required to obtain this information no matter how the account is opened (e.g., by mail, phone, in-person, or online). We may ask to see your driver's license or other identifying documents. The information requested or obtained by us may include your: name; address (residence for individuals and place of business for non-individuals); date of birth (for individuals); US taxpayer identification number for US citizens or companies (for individuals this usually a Social Security number); or other forms of government issued identification (for example, a passport or alien identification card) for non-US citizens.

**All questions regarding merchant processing should be directed to:**  
 North American Bancard  
 250 Stephenson Hwy.  
 Troy, MI 48083  
 1-866-667-9899

Initial Here

**MERCHANT APPLICATION (cont.)**

**COMPLETE IF YOUR SALES ARE GENERATED THROUGH MAIL/TELEPHONE/INTERNET**

1. Description of product sold: \_\_\_\_\_
2. Who owns product?  Merchant  Vendor (Drop Ship Required)
3. List the name(s) of vendors from which the product is purchased. \_\_\_\_\_
4. How do you advertise?  Catalog /Direct Mail/Flyers  TV or Radio  Internet (list Web Page Address) \_\_\_\_\_
5. How does the customer order the product?  Mail  Telephone  Fax  Internet
6. Do your customers sign a service agreement with you?  Yes  No
7. If Yes, what is the timeframe of the service agreement?  Monthly  Quarterly  Annual
8. Name of Fulfillment House (if any) \_\_\_\_\_ Inspected  Yes  No Date Inspected \_\_\_\_\_
9. Are consumers required to provide a deposit?  Yes  No
10. Delivery Time Frame:  0-7 Days  8-14 Days  15-30 Days  More than 30 Days
11. Shipping Service Used:  Fed Ex  UPS  Airborne  Express Mail  By Merchant
12. What is your return or refund policy? \_\_\_\_\_
13. When you receive an authorization, how long before the merchandise is shipped? \_\_\_\_\_
14. In what geographic areas will the product be marketed and sold? \_\_\_\_\_

**BUSINESS TRADE SUPPLIERS (LIST TWO)**

Name	Address Contact	Phone
Name	Address Contact	Phone

**MERCHANT SITE SURVEY REPORT (To Be Completed by Sales Representative)**

Merchant Location:  Store Front  Office Building  Warehouse  Residence  Other

The Merchant:  Owns  Leases the Premises

Landlord Name	Landlord Telephone Number
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I hereby verify that this application has been fully completed by merchant applicant and that I have 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.

Verified and Inspected by (Print Name)	Representative Signature	Date
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**PRICING SCHEDULE**

**Other Fees (if applicable)**

Retail (if any % is Swiped)	MOTO/Internet (100% Keyed only)	Other Fees (if applicable)
Qualified Discount Rate*: _____% Transaction Fee: \$_____	Qualified MOTO Discount Rate*: _____% Transaction Fee: \$_____ (Must use AVS)	Dial Pay Transactions: \$ T & E Draft Capture Transactions: \$ Address Verification: \$ Batch Header: \$ Interchange Fee Passthrough Credit: \$ Check Card: \$ Wireless Transaction Fee: \$ Wireless Network Access (Monthly): \$ Wireless Activation Fee: \$ Debit Transaction: \$ Debit Gateway (Monthly): \$ EBT Transaction Fee: \$ Internet Gateway Fee (Monthly): \$ Internet Transaction Fee: \$ Monthly Minimum Discount Fee: \$ Monthly Basic Service Fee: \$ Chargeback Fee: \$ Retrieval Fee: \$ Account Setup Fee: \$ Annual Fee: \$ Voice Authorization Fee: \$ Annual Compliance Fee: \$ MasterCard Network Access Fee: \$ Visa Network Access Fee: \$ Discover Network Access Fee: \$
For details regarding mid and non-qualified surcharges, please see section 34.3 of the Merchant Services program guide. For purposes of this agreement the mid-qualified surcharge is _____% (\$_____ per \$100.00) + \$0.10. For purposes of this agreement the non-qualified surcharge is _____% (\$_____ per \$100.00) + \$0.10. Card association assessments will be passed.	For details regarding non-qualified surcharges, please see section 34.3 of the Merchant Services program guide. For purposes of this agreement the non-qualified surcharge is _____% (\$_____ per \$100.00) + \$_____. Card association assessments will be passed.	

I understand and acknowledge that I will be automatically enrolled in a 60-day free trial of the My Biz Perks Program, which includes custom reporting and alerts, supplies, extended warranty, and overnight replacement on equipment, partner discounts, and more! At the end of the trial, I understand that my account will be charged a monthly membership fee, and I may opt out at any time by visiting [www.mybizperks.com](http://www.mybizperks.com) or call 877-898-1992. 11.95

**Initial Here**

# CARDHOLDER DATA STORAGE COMPLIANCE & SERVICE PROVIDER

**\*\* PCI DSS and card association rules prohibit storage of track data under any circumstances. If you or your point of sale(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(pick one)  A  B
  - d) Date of last scan \_\_\_\_\_ Approved Scanning Vendor's name: \_\_\_\_\_  C  D
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
  - a) If yes, where is card data stored?  Merchant's Location Only  Merchant's Headquarters/Corp office only  Primary Service Provider  
 Both Merchant and Service Provider(s)  Other Service Provider  All Apply
4. What Primary Service Provider/Software Developer did you purchase your point of sale "POS" application from (e.g., 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 (e.g., web hosting companies, gateways, corporate office)?  Yes  No
  - c) If yes, name the other Service Provider? \_\_\_\_\_

# AMERICAN EXPRESS

By signing below, I represent that I have read and am authorized to sign and submit this application for the above entity which agrees to be bound by the American Express® Card Acceptance Agreement ("Agreement"), and that all information provided herein is true, complete and accurate. I authorize PayProTec (PPT) and American Express Travel Related Services Company, Inc. ("AXP") and AXP's agents and Affiliates to verify the information in this application and receive and exchange information about me personally, including by requesting reports from consumer reporting agencies, and disclose such information to their agent, subcontractors, Affiliates and other parties for any purpose permitted by law. I authorize and direct PPT and AXP and AXP agents and Affiliates to inform me directly, or through the entity above, of reports about me and they have requested from consumer reporting agencies. Such information will include the name and address of the agency furnishing the report. I also authorize AXP to use the reports from consumer reporting agencies for marketing and administrative purposes. I understand that upon AXP's approval of the Application, the entity will be the Agreement and materials welcoming it, either to AXP's program for PPT to perform services for AXP or in AXP's standard Card acceptance program, which has different servicing terms (e.g., different speeds of pay). I understand that if the entity does not qualify for the PPT servicing program, the entity may be enrolled in AXP's standard Card acceptance program, and the entity may terminate the Agreement. 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 Agreement.

Merchant's Signature \_\_\_\_\_ Name (printed): \_\_\_\_\_  
 Title: \_\_\_\_\_ Date: \_\_\_\_\_

# MERCHANT ACCEPTANCE

A copy of the Card Services Program Guide with Terms and Conditions, has been provided to you. Please sign below to signify that you have received a copy of the Card Services Program Guide with Terms & Conditions and that you agree to all terms and conditions contained therein. The undersigned is duly authorized to sign on behalf of the Merchant and to bind the Merchant to the terms and conditions set forth in this Merchant Application and Merchant Service Agreement ("Agreement"), which terms and conditions are hereby acknowledged and agreed to by the Merchant, and certifies that all information provided in this Merchant Application is true, correct and complete. The undersigned, on behalf of the Merchant, authorizes PayProTec and the Wells Fargo Bank NA or any credit reporting agency employed by the Wells Fargo Bank or any agent of the Wells Fargo Bank NA, to make whatever inquires Wells Fargo Bank NA deems appropriate to investigate, verify or research references, statements or data obtained from Merchant for the purpose of this Merchant Application and for accompanying POS terminals or equipment financing. The undersigned, on behalf of the Merchant, authorizes (i) PayProTec, or (ii) Wells Fargo Bank NA, (iii) solely with respect to uncollected merchant fees, and subject to and only as pursuant to PayProTec's separate written agreement with Wells Fargo Bank NA, or, (iv) solely with respect to supplies and/or hardware related to merchant business under this Merchant Application, North American Bancard, to initiate automated deposit or debit (ACH) entries to the Merchant's bank account as indicated on this Merchant Application or subsequently provided by Merchant. A MERCHANT'S SUBMISSION OF A TRANSACTION TO WELLS FARGO BANK AND/OR PAYPROTEC SHALL BE DEEMED TO SIGNIFY MERCHANT'S ACCEPTANCE OF THE AGREEMENT, INCLUDING THE TERMS AND CONDITIONS HEREIN. Client certifies, under penalty of perjury, that federal taxpayer identification number and corresponding filing name provided herein are correct.

\_\_\_\_\_  
 #1 From Application - Signature Date #2 From Application - Signature Date

INDIVIDUAL GUARANTY (NO TITLES) I/We hereby guarantee to PayProTec, Wells Fargo Bank NA and to Debit Sponsor, their successors and assigns, the full, prompt and complete performance of Merchant and all of Merchant's obligations under this Agreement, including, but not limited to, all monetary obligations arising out of Merchant's performance or nonperformance under this Agreement, whether arising before or after termination of this Agreement. The guaranty shall not be discharged or otherwise affected by any waiver, indulgence, compromise, settlement, extension of credit, or variation of terms of this Agreement made by or agreed to by PayProTec, Wells Fargo Bank NA, Debit Sponsor, and/or Merchant. I/We hereby waive any notice of acceptance of this guaranty, notice of non-payment or non-performance of any provision of this Agreement by Merchant, and all other notices or demands regarding this Agreement. I/We agree to promptly provide to PayProTec, Wells Fargo Bank NA and Debit Sponsor any information requested by either 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 terms and conditions in this Agreement.

\_\_\_\_\_  
 #1 From Application - Signature Date #2 From Application - Signature Date

**For Office Use Only**

Wells Fargo Bank, N.A., 1200 Montego Way, Walnut Creek, CA 94598

Signature: \_\_\_\_\_

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

**For Office Use Only**

X \_\_\_\_\_

Application Accepted by Processor Date

Please read the Merchant Processing Program Guide in its entirety. It describes the terms under which we will provide merchant processing services to you.

From time to time you may have questions regarding the contents of your Agreement with Bank and/or Processor. The following information summarizes portions of your Agreement in order to assist you in answering some of the questions we are most commonly asked.

1. **Your discount rates are assessed** on transactions that qualify for certain reduced interchange rates imposed by MasterCard Discover Network. Any transactions that fail to qualify for these reduced rates will be charged an additional fee (see Section 18 of the Card Processing Program Guide).
2. **We may debit your bank account** from time to time for amounts owed to us under the Agreement.
3. **There are many reasons** why a Chargeback may occur. When they occur we will debit your settlement funds or settlement account. For a more detailed discussion regarding Chargebacks, see Section 10.
4. **If you dispute any charge or funding,** you must notify us within 45 days of the date of the statement where the charge or funding appears or should have appeared.
5. **The Agreement limits our liability to you.** For a detailed description of the limitation of liability see Section 20.
6. **We have assumed certain risks** by agreeing to provide you 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 (see Section 23, Term; Events of Default and Section 24, Reserve Account; Security Interest).
7. **By executing this Agreement with us** you are authorizing us to obtain financial and credit information regarding your business and the signer and guarantors of the Agreement until all your obligations to us are satisfied.
8. **The Agreement contains a provision** that in the event you terminate the Agreement early, you may be responsible for the payment of early termination fees as set forth in Section 34, Additional Fee Information.

#### 9. Association Disclosure

##### Visa and MasterCard Member Bank Information: Wells Fargo Bank, N.A.

The Bank's mailing address is 1200 Montego Way, Walnut Creek, CA 94598, and its phone number is (925) 746-4143.

##### Important Member Bank Responsibilities:

- a) The Bank is the only entity approved to extend acceptance of Visa and MasterCard products directly to a Merchant.
- b) The Bank must be a principal (signer) to the Merchant Agreement.
- c) The Bank is responsible for educating Merchants on pertinent Visa and MasterCard rules with which Merchants must comply; but this information may be provided to you by Processor.
- d) The Bank is responsible for and must provide settlement funds to the Merchant.
- e) The Bank is responsible for all funds held in reserve that are derived from settlement.

##### Important Merchant Responsibilities:

- a) Ensure compliance with cardholder data security and storage requirements.
- b) Maintain fraud and chargebacks below Association thresholds.
- c) Review and understand the terms of the Merchant Agreement.
- d) Comply with Association rules.

Print Client's Business Legal Name: \_\_\_\_\_

By its signature below, Client acknowledges that it received (either in person, by facsimile, or by electronic transmission) the complete Program Guide (Version NAB1207) consisting of 22 pages (including this confirmation).

Client further acknowledges reading and agreeing to all terms in the Program Guide, which shall be incorporated into Client's Agreement. Upon receipt of a signed facsimile or original of this Confirmation Page by us, Client's Application will be processed.

Client understands that a copy of the Program Guide is also available for downloading from the Internet at:

[www.nabancard.com/fdnterms](http://www.nabancard.com/fdnterms)

**NO ALTERATIONS OR STRIKE-OUTS TO THE PROGRAM GUIDE WILL BE ACCEPTED AND, IF MADE, ANY SUCH ALTERATIONS OR STRIKE-OUTS SHALL NOT APPLY.**

Client's Business Principal:

Signature (Please sign below)

X \_\_\_\_\_

\_\_\_\_\_ Title

\_\_\_\_\_ Date

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