

# <[[ \ 'F ]g \_ 'I G'A Merchant Application

**Please read the following instruction in order to get fast approval and to avoid delays to your merchant application.**

- Please complete sections 1, 2, 4 & 6 to the best of your knowledge. Fields that you are not sure about leave blank please don't type N/A.
- Pages 1 & 2 need to Initial by the owner.
- Fields 3, 5 & 7 are for office use only, Please leave those blank.
- Fields 8 & 9 need to be signed by the owner, If there are 2 owners both of them need to sign (there is room for 2 signatures).
- Please sign the confirmation page (last Page)

**In addition to the application please send us a copy of the following items, if you are missing one of the documents or all of them we can still process the application, these documents are not required but will help to approve the application process faster:**

- Voided check Or Bank letter
  - One of the following documents: Business licenses, Article of Incorporation, LLC paper, DBA or a Sellers Permit
  - One of the following documents: Driver licenses, ID or passport
  - One of following: Website or marketing materials
- Fax the complete 3 pages application along with the above documents to: - **\$( !&%&!\$ ) \***

Attn: V ( ) epartment or email back or fax back to your agent.

For any questions please contact you sales rep or your agent.

We are looking forward to serve you and thank you for your business.

**COMPLETE SECTIONS (1-9)**

Merchant #: \_\_\_\_\_ Loc. \_\_\_\_\_ of \_\_\_\_\_

GenISOWF1305(ia) **(1) TELL US ABOUT YOUR BUSINESS** GenISO1305(ia)

Client's Business Name (Doing Business As):			Client's Corporate/Legal Name (Use Also For Headquarter's Information):		
Business Address:			Billing Address (If Different Than Location Address):		
City:	State:	Zip:	City:	State:	Zip:
Location Phone #:	Location Fax #:		Contact Name:		
Business E-mail Address:			Contact Phone #:	Contact Fax #:	
Business Website Address:			Contact E-mail Address:		
Send Retrieval Requests / Fax Type to: <input type="checkbox"/> Business Address <input type="checkbox"/> Fax #			SIC/MCC:		

**(2) MC / VISA / DISCOVER® NETWORK FULL SERVICE**

Your Total Monthly Cash and Credit Sales: (For All Outlets) \$ _____,000	Estimated MC/Visa Average Ticket/Sales Amount: \$ _____
Your Total Monthly and Credit Sales: (For Multiple Outlets) \$ _____,000	Estimated Discover Average Ticket for this Outlet: \$ _____
Total Annual MC/Visa Volume: (For All Outlets) \$ _____,000	Annual MC/Visa Volume for this Outlet: (For Multiple Outlets Only) \$ _____,000
Total Annual Discover® Network Volume: (For All Outlets) \$ _____,000	Estimated Discover Annual Sales Volume for this Outlet: (For Multiple Outlets Only) \$ _____,000

**(3) ENTITLEMENTS**

MC/Visa  Discover Full Processing (Discover Network systems and rules will process and govern JCB Transactions. Select Discover Full Processing if JCB is requested.) Signed Annual Check Sales Vol.: \$ \_\_\_\_\_,000 Average Check Ticket: \$ \_\_\_\_\_

Traditional TeleCheck (20)  ECA  Paper Warranty  Verification  License # **or** MICR: \_\_\_\_\_

Voyager Fleet\* **or** Existing Voyager Acct #: \_\_\_\_\_ Annual Voyager Vol.: \$ \_\_\_\_\_  MC Fleet  Wright Express **or** Existing WEX Acct #: \_\_\_\_\_

\*Tax exempt Voyager Cards accepted:  Yes  No

Non-Lic. JCB (EDC) \_\_\_\_\_ (Existing Account #)

American Express (Existing SE #) \_\_\_\_\_ **or**  ESA # (New Request) \_\_\_\_\_  EDC

American Express Cap # \_\_\_\_\_ Franchise Name: \_\_\_\_\_ Other: \_\_\_\_\_ SE #: \_\_\_\_\_

Debit Package **8 4 0 7 2 0 5 7**  EBT FNS # (XREF): \_\_\_\_\_

**(4) PROVIDE MORE BUSINESS DATA**

State Incorp. \_\_\_\_ Month/Yr. Started: \_\_\_\_\_  Sole Ownership  Partnership  Non Profit/Tax Exempt  Public Corp.  Private Corp.  L.L.C.  Gov't.

Check one: TIN Type:  EIN (Fed Tax ID #)  SSN D&B #: \_\_\_\_\_

**NOTE: Failure to provide accurate information may result in a withholding of merchant funding per IRS regulations (See Part IV A.3 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.)
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Mag Swipe \_\_\_\_\_ % + Keyed Manually \_\_\_\_\_ % = **100%** Product/Services You Sell: \_\_\_\_\_

POS Card Present (MAG Swipe and/or Manual Imprint) \_\_\_\_\_ % + Mail Order/Direct Marketing \_\_\_\_\_ % + Phone Order \_\_\_\_\_ % + Internet \_\_\_\_\_ % = **100%**

Do you use any third party to store, process or transmit cardholder data?  Yes  No (Examples include, but not limited to web hosting companies, Electronic Data Capture, Loyalty programs)

If yes, give name/address: \_\_\_\_\_

Please identify any Software used for storing, transmitting, or processing Card Transactions or Authorization Requests: \_\_\_\_\_

**(5) DESCRIBE EQUIPMENT DETAILS**

Network:  (206) CARDnet®  Nashville  BuyPass  Other Specify Security Code: ( )

Customer-Owned Lease (circle one)	QTY	IP	Equipment Type (i.e. Terminal/VAR/Internet)	Retail • Restaurant • MOTO/Internet Lodging • Supermarket • Car Rental Quick Service Restaurant • Petr	Model Code and Name	For Customer-Owned Equipment Track / Version/ Serial #
C L		<input type="checkbox"/>		R Re MOTO/I L S C QSR P		
C L		<input type="checkbox"/>		R Re MOTO/I L S C QSR P		
C L		<input type="checkbox"/>		R Re MOTO/I L S C QSR P		

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

Wireless Provider:  GPRS Cingular **or**  Other: \_\_\_\_\_

Check one:  Gateway Solutions  First Data Global Gateway (FDGG)  Dial Solutions  VSAT\*\*\*  Frame  Other: \_\_\_\_\_  First Data® Payment Software Serial # \_\_\_\_\_

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

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

**LEASE COMPANY: (04) First Data Global Leasing Lease Term: \_\_\_\_\_ Months Annual Tax Handling Fee: \$10.20**

**Monthly Lease Charge for This Location: \$ \_\_\_\_\_ 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.**

Client Initials \_\_\_\_\_

DBA Name: \_\_\_\_\_ Merchant #: \_\_\_\_\_ Loc. \_\_\_\_\_ of \_\_\_\_\_

**(6) PROVIDE YOUR OWNER INFORMATION** GenISO1305(ia)

Owner/Partner/Officer Name:	D.O.B:	Social Security #:	Home Phone:	% of Ownership:
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Home Address:	City:	State:	Zip:	Owner's E-Mail Address (Required for Click to Agree)
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Owner/Partner/Officer Name:	D.O.B:	Social Security #:	Home Phone:	% of Ownership:
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Home Address:	City:	State:	Zip:	Owner's E-Mail Address (Required for Click to Agree)
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**(7) FLAT RATE / IC PLUS / TIER PRICING SCHEDULE**

Start-Up Fees (One-Time Charge)	
<b>Non-Taxable Fees:</b>	
Application Fee (Non-Refundable) (247)	\$ _____
Reprogramming Fee (31A)	\$ _____
Debit Set-up Fee (31B)	\$ _____
Misc. Fee (31J)	\$ _____
Other: _____ ( )	\$ _____
<b>Total Amount</b>	\$ _____ <i>w/o tax</i>

Billed Monthly Fees (If Applicable)	
Monthly Service Fee (335)	\$ _____
ACH Reject Fee (401)	\$ _____
Minimum Processing Fee (954)	\$ _____
Wireless Access Fee (399)	\$ _____
FEE PER TID    # OF TIDS    TOTAL	
\$ _____ x _____	= \$ _____
Monthly ClientLine <sup>®</sup> Fee (32R)	\$ _____
eIDS Monthly Fee (29E)	\$ _____
Wireless Comm Monthly Fee (472)	\$ _____
Monthly Statement Fee (323)	\$ _____
Other: _____	\$ _____

Billed Annual Fees	
Compliance Service Fee (November) (331)	\$ _____
Annual Membership Fee* (294)	\$ _____
<small>*Billed on anniversary of account keyed date.</small>	

Authorization and AVS Fees	
MC Auth Fee (030, 031, 032, 033, 034, 03V, 03W, 03X, 03Y)	\$ _____
Visa Auth Fee (040, 041, 042, 043, 044, 04V, 04W, 04X, 04Y)	\$ _____
Discover/JCB Auth Fee (070, 071, 072, 073, 074, 07V, 07W, 07X, 07Y) (080, 081, 082, 083, 084, 08V, 08W, 08X, 08Y)	\$ _____
Amex Auth Fee (060, 061, 062, 063, 064, 06V, 06W, 06X, 06Y)	\$ _____
MC/Visa/Discover/Amex Voice AVS (039, 049, 069, 076)	\$ _____
MC/Visa/Discover/Amex Voice Auth Fee (035, 045, 075, 065)	\$ _____
AVS Fee (405, 406, 407, 408, 435) (07A, 07B, 07C)	\$ _____

Internet	
<b>Start-Up Fees</b>	
FDGG Set-up Fee (31X)	\$ _____
FEE PER TID    # OF TIDS    TOTAL	
\$ _____ x _____	= \$ _____
Internet Set-up Fee (30R)	\$ _____
FEE PER TID    # OF TIDS    TOTAL	
\$ _____ x _____	= \$ _____

Billed Monthly Fees	
FDGG (31Z)	\$ _____
FEE PER TID    # OF TIDS    TOTAL	
\$ _____ x _____	= \$ _____
Internet Service Fee (394)	\$ _____
FEE PER TID    # OF TIDS    TOTAL	
\$ _____ x _____	= \$ _____

Internet Authorization & Access Fees	
MC Internet Auth Fee (03R)	\$ _____
Visa Internet Auth Fee (04R)	\$ _____
Amex Internet Auth Fee (06I)	\$ _____
Discover/JCB Internet Auth Fee (07I, 08D)	\$ _____
Internet Access Fee (30N)	\$ _____

BuyPass Fees	
Datawire Micronode <input type="checkbox"/> Yes <input type="checkbox"/> No	
Datawire Micronode 960-AS Monthly Fee (354)	\$ _____ (each)
Authorization Fees	
Voyager (0D0, 0D1, 0DV)	\$ _____
WEX (0B0, 0B1, 0BV)	\$ _____
Other Payment Fees	
<b>Voyager:</b>	
Sales Discount Fee (766)	\$ _____

TeleCheck	
<b>TeleCheck Rates &amp; Fees:</b> <input type="checkbox"/> Yes <input type="checkbox"/> No	
Inquiry Rate	_____ %
December Risk Surcharge	<b>.10 %</b>
Per TXN Fee	\$ _____
Monthly Minimum Fee (Per Location)	\$ <b>25.00</b>
ACH Processing Fee	\$ <b>5.00</b>
Client Requested Operator Call (CROC)	\$ <b>2.50</b>
ECA Chargeback Fee	\$ <b>5.00</b>
<small>(Only charged when entitled with TeleCheck)</small>	

Other Fees	
Early Termination Fee	\$ _____
Chargeback Fee (205, 725)	\$ _____
Retrieval Fee (26A, 262)	\$ _____
Batch Settlement Fee (227)	\$ _____
EBT Cash (18E, 18I, 02X, 18H)	\$ _____
EBT Food Stamps (181, 02Y)	\$ _____
Network Access Fee - Debit (420)	\$ _____
Amer. Express Sales Trans. Fee (013)	\$ _____
MC Cross Border Fee USD (605)	_____ %
MC NABU Fee (60M)	\$ _____
Visa Int'l Service Fee (22A)	_____ %
Visa Int'l Acquirer Fee (22F)	\$ _____
Visa Zero Floor Limit Fee (04I)	\$ _____
Visa Misuse of Auth Fee (04G)	\$ _____
Visa Auth Processing Fee (04H)	\$ _____
Discover Int'l Processing Fee (22G)	<b>0.30 %</b>
Discover Int'l Service Fee (22H)	<b>0.45 %</b>
Other: _____	\$ _____
Other: _____	\$ _____
Other: _____	\$ _____

Discount Fees (Based On Gross Sales Volume)	
<b>Accept all MasterCard, Visa and Discover Transactions</b> (presumed, unless any selections below are checked)	
<b>MasterCard Acceptance</b>	
<input type="checkbox"/> Accept MC Credit transactions <u>only</u>	<input type="checkbox"/> Accept Visa Credit transactions <u>only</u>
<input type="checkbox"/> Accept MC Non-PIN Debit trans. <u>only</u>	<input type="checkbox"/> Accept Visa Non-PIN Debit transactions <u>only</u>
<b>Discover Acceptance</b>	
<input type="checkbox"/> Accept Discover Credit transactions <u>only</u>	
<input type="checkbox"/> Accept Discover Non-PIN Debit transactions <u>only</u>	
<small>See Section 1.9 of the Program Guide for details regarding limited acceptance. You are responsible for distinguishing Credit from Non-PIN Debit Cards. Even if you have agreed to limit your acceptance of certain cards as outlined above, you must continue to accept all foreign issued cards, whether Credit or Non-PIN Debit. If you agree to limit your acceptance to a particular type of card and, whether intentionally or in error, accept another type of transaction, the resulting transaction will downgrade to the highest cost interchange plus the applicable Non-Qualified Surcharge (See Section 18.1 of the Program Guide).</small>	

Client Initials \_\_\_\_\_

DBA Name: \_\_\_\_\_ Pricing Type: \_\_\_\_\_ Loc. \_\_\_\_\_ of \_\_\_\_\_

**(7) FLAT RATE / IC PLUS / TIER PRICING SCHEDULE (cont'd)**

<b>Tiered Pricing: (Select One)</b>					
	Discount Fee	Transaction Fee		Discount Fee	Transaction Fee
MC Qualified Credit	(800) _____ %	(001, 002) \$ _____	Visa Qual Non-PIN Debit	(854) _____ %	(134, 135) \$ _____
MC Mid-Qualified Credit	(810) _____ %	(611, 612) \$ _____	Visa Mid-Qualified Non-PIN Debit	(874) _____ %	(144, 145) \$ _____
MC Non-Qualified Credit	(820) _____ %	(621, 622) \$ _____	Visa Non-Qualified Non-PIN Debit	(864) _____ %	(154, 155) \$ _____
MC Qualified Non-PIN Debit	(850) _____ %	(130, 131) \$ _____	Discover Qualified Credit	(170) _____ %	(015, 016) \$ _____
MC Mid-Qualified Non-PIN Debit	(870) _____ %	(140, 141) \$ _____	Discover Mid-Qualified Credit	(990) _____ %	(717, 718) \$ _____
MC Non-Qualified Non-PIN Debit	(880) _____ %	(150, 151) \$ _____	Discover Non-Qualified Credit	(994) _____ %	(721, 722) \$ _____
Visa Qualified Credit	(804) _____ %	(005, 006) \$ _____	Discover Qualified Non-PIN Debit	(964) _____ %	(787, 788) \$ _____
Visa Mid-Qualified Credit	(814) _____ %	(615, 616) \$ _____	Discover Mid-Qualified Non-PIN Debit	(968) _____ %	(791, 792) \$ _____
Visa Non-Qualified Credit	(824) _____ %	(625, 626) \$ _____	Discover Non-Qualified Non-PIN Debit	(978) _____ %	(795, 796) \$ _____

<b>Flat Rate</b>								
	Discount	Transaction Fee		Discount	Transaction Fee		Discount	Transaction Fee
MC Qual Credit (800)	_____ %	(001, 002) \$ _____	Visa Qual Credit (804)	_____ %	(005, 006) \$ _____	Disc. Network Qual Credit (170)	_____ %	(015, 016) \$ _____
MC Qual Non-PIN Debit (850)	_____ %	(130, 131) \$ _____	Visa Qual Non-PIN Debit (854)	_____ %	(134, 135) \$ _____	Discover Network Qual Non-PIN Debit (964)	_____ %	(787, 788) \$ _____

Dues & Assessments (273, 274, 6AC)  Billback

**Non-Qualified Surcharge Fee** (excluding interchange pass-through fees, see Section 18.1)  
Applies to Non-qualified MC, Visa & Discover Credit and/or Non-PIN Debit Transactions. (30D, 20B) \_\_\_\_\_ %

**Pass Through Interchange — Includes Dues and Assessments. You will be charged the applicable interchange rate from MasterCard (560), Visa (550), or Discover (529) plus a MasterCard Assessment Fee (273) of .11%, a Visa Assessment Fee (274) of .0925%, or a Discover Assessment Fee (6AC) of .0925%, plus any other fees indicated on this Service Fee Schedule.**

Sales Credit & Non-PIN Debit Transaction Fee \$ (001, 002, 005, 006, 015, 016, 130, 131, 134, 135, 787, 788)	Discount (Based on Gross Sales Vol.)	Discount (Based on Gross Sales Vol.)	Discount (Based on Gross Sales Vol.)
MC Qual Credit (800)	_____ %	Visa Qual Credit (804)	_____ %
MC Qual Non-PIN Debit (850)	_____ %	Visa Qual Non-PIN Debit (854)	_____ %
		Discover Qual Credit (170)	_____ %
		Discover Qual Non-PIN Debit (964)	_____ %

**PIN Debit (Must complete only one of the following fees if PIN Debit is selected)**

**Bundled PIN Debit** (191, Key 0-593) \$ \_\_\_\_\_ **OR** **Unbundled PIN Debit** (018, Key 0-590, Key 0-593) \$ \_\_\_\_\_ (plus the applicable network fees)

**PIN Debit Declined Transaction Fee:** (42R) \$ \_\_\_\_\_

See Part IV A.3 of the Program Guide for early termination fees.

**(8) AGREEMENT APPROVAL**

The statements made in this Merchant Processing Application and Agreement are true. Client acknowledges having received and read a copy of the Program Guide (which includes terms and conditions for each of the services, Operating Procedures, Third Party Agreements and a Confirmation Page), and Merchant Processing Application (consisting of Sections 1-9) as modified from time to time in accordance with the provisions of this Agreement, and agrees to be bound by all provisions as printed therein. Client hereby consents to receiving commercial electronic mail messages from us 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 Application is approved based upon contrary information stated in the Provide More Business Data section above, you are authorized to accept transactions in accordance with the percentages indicated in that Section. This signature page also serves as the signature page to the Equipment Lease Agreement appearing in the Third Party Section of the Program Guide, if selected, the undersigned Client being the "Lessee" for purposes of such Equipment Lease Agreement.

By signing below, each of the undersigned authorizes us and our Affiliates to request and obtain from a consumer reporting agency, personal and business consumer reports. If the Application is approved, each of the undersigned also authorizes us and our Affiliates to obtain subsequent consumer reports in connection with the maintenance, updating, renewal or extension of the Agreement. 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 and our Affiliates. Each of the undersigned authorizes us and our Affiliates to provide amongst each other the information contained in this Merchant Processing Application and Agreement and any information received from all references, including banks and consumer reporting agencies. It is our policy to obtain certain information in order to verify your identity while processing your account application.

I further acknowledge and agree that I will not use my 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.

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 First Data Merchant Services Corporation 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 First Data Merchant Services Corporations and AXP and AXP agents and Affiliates to inform me directly, or through the entity above, of reports about me that 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 sent the Agreement and materials welcoming it, either to AXP's program for First Data Merchant Services Corporations 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 First Data Merchant Services Corporation servicing program, which 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.

THIS MERCHANT PROCESSING APPLICATION AND AGREEMENT HAS BEEN EXECUTED ON BEHALF OF AND BY THE AUTHORIZED MANAGEMENT OF CLIENT AS OF THE EFFECTIVE DATE.

Client's Business Principal: (Please sign below)

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

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

Title:  Pres.  V.P.  Member L.L.C.  Owner  Partner  Other: \_\_\_\_\_

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

Title:  Pres.  V.P.  Member L.L.C.  Owner  Partner  Other: \_\_\_\_\_

**(PROCESSOR): For First Data Merchant Services Corporation and Wells Fargo Bank, N.A.**

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

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

GenISOWF1305(ia) **(9) PERSONAL GUARANTY** GenISO1305(ia)

In exchange for First Data Merchant Services Corporation and Wells Fargo Bank, N.A.'s acceptance of, as applicable, the Agreement and/or the Equipment Lease Agreement, the undersigned unconditionally guarantees performance of the Client's obligations under the foregoing Agreements, and payment of all sums due thereunder, and in the event of default, hereby waives notice of default and agrees to indemnify the other parties for any and all amounts due from Client under any of the foregoing Agreements. I understand that this is a Guaranty of payment and not of collection and that Wells Fargo Bank N.A. and First Data Merchant Services Corporation are relying upon this Guaranty in entering into, as applicable, the Agreement and the Equipment Lease Agreement.

Signature (Please sign below):

Signature (Please sign below):

**X** \_\_\_\_\_, an individual **X** \_\_\_\_\_, an individual

Please read the 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 or the contents of your Agreement with TeleCheck and/or its affiliate, TRS. 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 and Visa. Any transactions that fail to qualify for these reduced rates will be charged an additional fee (see Section 18 of the 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 of Card Processing Operating Guide or see the applicable provisions of the TeleCheck Services Agreement.
4. **If you dispute any charge or funding,** you must notify us within 60 days of the date of the statement where the charge or funding appears for Card Processing or within 30 days of the date of a TeleCheck transaction.
5. **The Agreement limits our liability to you.** For a detailed description of the limitation of liability see Section 20 of the Card Processing General Terms; or Sections 1.17 and 1.28 of the TeleCheck/TRS Services Agreement; or Section 6.11 of the TRS Services Agreement.
6. **We have assumed certain risks** by agreeing to provide you with Card processing or check services. Accordingly, we may take certain actions to mitigate our risk, including termination of the Agreement, and/or hold monies otherwise payable to you (see Card Processing General Terms in Section 23, Term; Events of Default and Section 24, Reserve Account; Security Interest), (see TeleCheck/TRS Services Agreement in Sections 1.1, 1.3.2, 1.3.9, 1.5.2, 1.5.7, 1.7.2, 1.7.10, 1.8.2, 1.8.8, 1.9, and 1.10) (see Section 6.4 of the TRS Services Agreement), under certain circumstances.
7. **By executing this Agreement with us** you are authorizing us and our Affiliates to obtain financial and credit information regarding your business and the signers and guarantors of the Agreement until all your obligations to us and our Affiliates are satisfied.
8. **The Agreement contains a provision** that in the event you terminate the Agreement early, you will be responsible for the payment of an early termination fee as set forth in Part IV, A.3 under "Additional Fee Information" and Section 1.38 of the TeleCheck/TRS Services Agreement.
9. **If you lease equipment from Processor,** it is important that you review Section 1 in Third Party Agreements. **THIS IS A NON-CANCELABLE LEASE FOR THE FULL TERM INDICATED.**

#### 10. 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 has received the complete Program Guide [version GenISOWF1305(ia)] consisting of 42 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.

**NO ALTERATIONS OR STRIKE-OUTS TO THE PROGRAM GUIDE WILL BE ACCEPTED.**

#### Client's Business Principal:

**Signature** (Please sign below):

**X** \_\_\_\_\_

\_\_\_\_\_ Title

\_\_\_\_\_ Date

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