

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

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 _____

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 _____

PRICING SCHEDULE**Other Fees (if applicable)**

Retail (if any % is Swiped) Qualified Credit Card Discount Rate*: 1.69% Transaction Fee: \$0.00	MOTO/Internet (100% Keyed only) Qualified MOTO Credit Card Discount Rate*: 1.69% Transaction Fee: \$0.00 (Must use AVS)	Other Fees (if applicable)
<p>*For details regarding mid and non-qualified surcharges, please see page 7 section 32 of the terms and conditions. For purposes of this agreement the mid-qualified surcharge is 1.08% (\$1.08 per \$100.00) + \$0.10. For purposes of this agreement the non-qualified surcharge 2.16% (\$2.16 per \$100.00) + \$0.10. Card association assessments will be passed through.</p> <p>Mastercard Network Access Fee: \$0.0208. Visa Network Access Fee: \$0.0218. Discover Network Access Fee: \$0.0185. Amex Network Access Fee: 0.15%. PayPal Network Access Fee: \$0.0185.</p>	<p>*For details regarding non-qualified surcharges, please see page 7 section 32 of the terms and conditions. For purposes of this agreement the non-qualified surcharge is N/A% (\$N/A per \$100.00). Card association assessments will be passed through.</p> <p>Mastercard Network Access Fee: \$0.0208. Visa Network Access Fee: \$0.0218. Discover Network Access Fee: \$0.0185. Amex Network Access Fee: 0.15%. PayPal Network Access Fee: \$0.0185.</p>	<p>Touch Tone Transactions: \$ 0.50</p> <p>T & E Draft Capture Transactions: \$ 0.00 *</p> <p>Address Verification: \$ 0.05</p> <p>Batch Header: \$ 0.00 *</p> <p>Wireless Transaction Fee: \$ 0.00 *</p> <p>Wireless Network Access (Monthly) \$ 0.00 *</p> <p>Wireless Activation Fee: \$ 0.00</p> <p>Debit Transaction: \$ 0.00</p> <p>Debit Gateway (Monthly): \$ 0.00</p> <p>EBT Transaction Fee: \$ 0.20</p> <p>Internet Gateway Fee (Monthly): \$ 0.00 *</p> <p>Internet Transaction Fee: \$ 0.00 *</p> <p>PCI Compliance Fee: \$ 79.00</p> <p>Monthly Minimum Discount Fee: \$ 79.00</p> <p>Monthly Basic Service Fee: \$ 12.95</p> <p>Statement Mailing Fee: \$ 0.00</p> <p>Chargeback Fee: \$ 25.00</p> <p>Retrieval Fee: \$ 15.00</p> <p>Account Set-Up Fee: \$ 0.00 *</p> <p>Annual Fee: \$ 79.00</p> <p>Voice Authorization Fee: \$ 1.00</p>

See Terms and Conditions of Merchant Service Agreement for further information on Mid and Non-Qualified Surcharges.

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, 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 or call 877-898-1992.

\$ 11.95

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 ? ☐ Yes ☒ No If yes, provide date of compromise _____
- a) Have you validated Payment Card Industry Data Security Standard (PCI DSS) compliance? ☐ Yes ☒ No If yes, go to #1b; If no, go to #2
- b) Date of compliance, Report on Compliance or Self-Assessment Questionnaire "SAQ"? _____
- c) What is the name of your Qualified Security Assessor _____ 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 Data 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)? Verifone
- a) What is the name of the Service Provider/Software Developer's application? _____ Software Version #? Softpay
- 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? _____

MERCHANT ACCEPTANCE

A copy of the Card Services Terms and Conditions, revision number 07/14, 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. 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. In addition by your signature below on behalf of Merchant you authorize Global Direct and/or Member to order a consumer credit report on you, Merchant and each of Merchant's officers, partners, and/or owners, as well as subsequent consumer credit reports, which may be required or used in conjunction with the maintenance, updating, renewal or extension of the services provided hereunder, or in conjunction with reviewing, taking collection action on, or other legitimate purposes associated with the Merchant account. The undersigned, on behalf of the Merchant, authorizes (i) Global Direct, or (ii) the Member, or (iii) solely with respect to uncollected merchant fees, and subject to and only as pursuant to North American Bancard's separate written agreement with Global Direct, North American Bancard, 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 GLOBAL DIRECT SHALL BE DEEMED TO SIGNIFY MERCHANT'S ACCEPTANCE OF THE AGREEMENT, INCLUDING THE TERMS AND CONDITIONS HEREIN.

#1 From Application - Signature

Date

#2 From Application - Signature

Date

INDIVIDUAL GUARANTY (NO TITLES) I/We hereby irrevocably 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 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 Global Direct, Member, 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 Global Direct and Member 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 agree that Global Direct and Global Direct (on behalf of Member) may order a consumer credit report on me, Merchant and each of Merchant's officers, partners, and/or owners, as well as subsequent consumer credit reports, which may be required or used in conjunction with the maintenance, updating, renewal or extension of the services provided hereunder, or in conjunction with the reviewing, taking collection action on, or other legitimate purposes associated with the Merchant Account. I/We have read, understand, and agree to be bound by the terms and conditions contained in this Agreement on pages 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12.

#1 From Application - Signature

Date

#2 From Application - Signature

Date

For Office Use Only

X	Application Accepted by ISO	Date
X	Accepted by Wells Fargo Bank	Date
X	Accepted by Global Direct	Date

FREE TERMINAL PLACEMENT AGREEMENT



FREE Verifone Vx520 Terminal or Vx520 w/ CR1000i Check Imager



- EMV-ready, PCI PED approved, advanced security including SSL
- Integrated NFC capabilities and expandable memory exceeding 500MB
- Superior performance for faster transaction processing
- Ethernet connection for lightning-fast transactions
- Multiple payment and value-added applications
- Lower cost, higher performance
- Small size keeps countertops clutter free

FREE Verifone Vx520 Terminal or Vx520 w/ CR1000i Check Imager

This Agreement is a contract between the Merchant named below and Terminal Placement Solutions. (TPS).
NOW THEREFORE, Terminal Placement Solutions (TPS) and the Party (Merchant) agree as follows:

- I. Merchant agrees that the Equipment is the property of TPS, is being licensed to Merchant, and must be returned in good and working condition within ten (10) days of the termination or expiration of the Merchant Account with TPS. If the Equipment is not returned within ten (10) days, Merchant agrees to pay the equipment value (Vx520 = \$895, Vx520 Combo with check imager = \$1345, Pinpad \$100). Merchant authorizes TPS to ACH my account for said fees according to program. In addition, Merchant agrees to be responsible for any damage to the Equipment as a result of misuse or negligence. TPS reserves the right to replace the above models with comparable models and to add or discontinue models.
- II. Merchant agrees to indemnify and hold TPS harmless from and against any and all liabilities, losses, claims, damages, disputes, offsets, claims or counterclaims of any kind in any way related to the use (or misuse) of the Equipment. Merchant understands that TPS agrees to free overnight delivery of replacement equipment, fully programmed and ready to use, up to but not exceeding twice the first year, and that each additional incident will incur a fee of \$99.

Merchant has accepted the following equipment (the "Equipment") by checking one box below:

- ☒ Verifone Vx 520 Terminal (equipment value of \$895)
- ☐ Verifone Vx 520 Terminal, CR 1000i Check Imager, Stacker, and all necessary cables (equipment value of \$1345)
- ☐ Verifone Pinpad 1000SE and necessary cables (equipment value of \$100) – requires monthly \$5 debit gateway fee

Select Connection Type:

- ☐ Dial Up Connection
☐ IP Connection (Cable/DSL)

ISP Provider

ISP Phone Number

Except as herein otherwise expressly provided, the Merchant Agreement, as heretofore amended, shall remain in full force and effect.

Merchant's Authorized Signer:

Terminal Placement Solutions:

Owner's or Officer's Signature _____ Date _____

Account Executive Signature _____ Date _____

INDIVIDUAL GUARANTY (NO TITLES) I/We hereby guarantee to TPS, 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 undersigned, by signing below, agrees to be bound by the Agreement and this Guaranty.

Personal Guarantor Printed Name _____ Date _____

Personal Guarantor Signature _____ Date _____