



MERCHANT SERVICES, INC.

890 Mountain Ave., New Providence, NJ 07974 • 908-516-5900 • Fax: 908-516-5966 • www.msihq.com/terms

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MERCHANT APPLICATION

Office Use Only:	Associate: 3 6 2	Chain:	MCC Code:	Fair Isaac:	Analyst:
	Merchant No.:			Existing Merchant No.:	
	Rep Name		Rep Phone		Rep Code

- New Location
- Additional Location

I BUSINESS NAMES

Business Legal Name	Statement & Mailing Address (if different from DBA Address)
DBA (Doing Business As)	City, State, Zip
Location Address	Contact Name
City, State, Zip	Phone # Fax #
Federal Tax I.D. Number	E-mail address

BANKING INFORMATION

Name of Merchant's Bank _____ Contact _____ Bank Phone # _____

Acct. Type: Checking Savings Routing / ABA # _____ DDA / Checking Account _____

II MERCHANT PROFILE

Type of Ownership <input type="checkbox"/> Sole Prop. <input type="checkbox"/> Partnership <input type="checkbox"/> Corp. <input type="checkbox"/> LLC <input type="checkbox"/> Non Profit <input type="checkbox"/> Other	Number of Locations	Merchandise/Service Sold		
Years in Business	Length of Current Ownership	Percent of Business	Percent of Sales to	Merchant Type
Has this Business or any Principal been terminated as a Visa/MasterCard/DN Merchant (TMF)? <input type="checkbox"/> Yes <input type="checkbox"/> No		Card Swiped _____%	Consumer _____%	<input type="checkbox"/> Retail <input type="checkbox"/> Lodging
Has Merchant or any Principal disclosed below filed bankruptcy or been subject to any involuntary bankruptcy? <input type="checkbox"/> Yes <input type="checkbox"/> No		Manual Key with Imprint _____%	Business _____%	<input type="checkbox"/> Retail w/Tips <input type="checkbox"/> EZ Pay
Monthly Volume	Highest Ticket Amount	Mail Order/Tel. Order _____%	Total = 100%	<input type="checkbox"/> Retail w/Store & Forward Gateway
\$ _____	\$ _____	Total = 100%	Total = 100%	<input type="checkbox"/> Restaurant <input type="checkbox"/> MOTO
Seasonal Sales <input type="checkbox"/> Yes <input type="checkbox"/> No	Do you currently accept VISA/Mastercard/DN? <input type="checkbox"/> Yes <input type="checkbox"/> No	When is the Cardholder billed for Products/Services? <input type="checkbox"/> On Order <input type="checkbox"/> On Shipment	Is a fulfillment house used? If yes, please list: <input type="checkbox"/> Yes: _____ <input type="checkbox"/> No	
Delivery Method of Products/Services? <input type="checkbox"/> Time of Sale <input type="checkbox"/> 5-10 Days <input type="checkbox"/> 1-3 Days <input type="checkbox"/> 10-15 Days <input type="checkbox"/> 3-5 Days <input type="checkbox"/> 15+ Days	What is the Merchant's Return Policy?	What is the Merchant's Refund Policy?	Does the Business use any Third Parties in the payment process? If yes, please list: <input type="checkbox"/> Yes: _____ <input type="checkbox"/> No	

III OWNER OR OFFICER

Principal (print) _____ % Equity Ownership	Social Security No. _____	Phone No. _____
Residence Address _____	City, State & Zip _____	D.O.B. _____

REFERENCES	Trade Reference _____ Contact _____ Account No. _____ Phone No. _____
	Trade Reference _____ Contact _____ Account No. _____ Phone No. _____

BANK DISCLOSURE

Member Bank Information First National Bank of Omaha (FNBO) 1620 Dodge Street Omaha, Nebraska 68197 402-633-2900	Important Bank Responsibilities 1. FNBO is the only entity approved to extend acceptance of VISA products directly to a Merchant. 2. FNBO must be a principal (signor) to the Merchant Agreement. 3. FNBO is responsible for educating Merchants on pertinent VISA Operating Regulations with which Merchants must comply. 4. FNBO is responsible for and must provide settlement funds to the Merchant. 5. FNBO is responsible for all funds held in reserve that are derived from settlement.
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Merchant Information Merchant Name: _____ Merchant Address: _____ Merchant Phone: _____ Merchant Signature: X _____ Merchant's Printed Name: _____ Title: _____ Date: _____	Important Merchant Responsibilities 1. Ensure compliance with cardholder data security and storage requirements. 2. Maintain fraud and chargebacks below thresholds. 3. Review and understand the terms of the Merchant Agreement. 4. Comply with VISA Operating Regulations. The responsibilities listed above do not supersede terms of the Merchant Agreement and are provided to ensure the Merchant understands some important obligations of each party and that the VISA Member - FNBO - is the ultimate authority should the Merchant have any problems.
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MERCHANT NEW ACCOUNT ORDER FORM

INDICATES SERVICES APPLIED FOR

EQUIPMENT

Verifone/Nurit:

- VX510 8400
- VX 510LE PIN PAD 1000 SE
- VX570 (Dial Only) PIN PAD PV1310
- VX570 IP
- 2085

Wireless:

- Nurit 8000 Series
- Wireless fees billed through CHARGE Anywhere
CHARGE Anywhere Wireless Monthly Fees: 19.95
Statement fee 5.00
Wireless Transaction Fees: 0.15
Wireless Activation Fee: 35.00
SIM Card 25.00

Hypercom:

- T7P
- T7Plus
- PIN PAD P1300
- Other _____

Check Reader:

- Ingenico 2500
- Ingenico 3000
- RDM Imager

Software:

- PC-Charge

Manual Imprinter VISA/MC/DN regulation requires an imprint for non-swipe transactions, cost \$25 one time fee.

SPECIAL INSTRUCTIONS

INITIAL SETUP FEES

I understand that MSI Merchant Services, Inc. is registered as a Member Service Provider with MasterCard, an ISO with Visa for FNBO, and a Merchant Acquirer for Discover Network.

_____ is the company/Sales Representative from whom I am buying the credit card processing equipment;

(____-____-____)

I also understand that if I have any questions, concerns, comments or problems regarding my credit card processing or equipment I can call the appropriate number listed above for assistance.

Merchant Initials: _____

- Non Refundable App. Fee \$ _____
- Reprogramming Fee \$ _____
- First & Last Payment \$ _____
- Equipment Purchase \$ _____
- Misc. \$ _____

Subtotal \$ _____
Tax (____%) \$ _____
TOTAL \$ _____

CARD PRESENT

Please Select One: 3 TIER 4 TIER

	Discount Rate	Tran Fee
<input checked="" type="checkbox"/> VISA Rate 1 (Qualified)	_____ %	_____ ¢ ea.
<input checked="" type="checkbox"/> VISA Rate 2 (Mid-Qual)	Rate 1 + _____ %	10 ¢ ea.
<input checked="" type="checkbox"/> VISA Rate 3 (Non-Qual)	Rate 1 + _____ %	10 ¢ ea.
<input type="checkbox"/> VISA Rate 4 (Non-PIN Debit)	_____ %	_____ ¢ ea.

CARD NOT PRESENT

2 TIER

	Discount Rate	Tran Fee
<input checked="" type="checkbox"/> VISA Rate 1 (Qualified)	_____ %	_____ ¢ ea.
<input checked="" type="checkbox"/> VISA Rate 3 (Non-Qual)	Rate 1 + _____ %	10 ¢ ea.

Please refer to the Terms and Conditions for the Rate Descriptions

FEES

- Capture/Batch: _____ ea.
- Voice Auth: _____ ea.
- Chargeback: _____ ea.
- Retrieval: _____ ea.

RETAIL FEES

- Statement Fee: _____ per month
- Monthly Minimum: _____
- Debit Access Fee: _____ per month

MAIL / TELEPHONE / INTERNET FEES

- Statement Fee: _____ /month
- Monthly Minimum: _____
- Gateway Transaction Fee: _____ ea.
- Monthly Gateway Access Fee: _____

- PIN-Based Debit Fee: _____ ¢ ea.
- Debit Network Interchange Fee Pass Thru
- Debit Switch Auth Fee Pass Thru

- EBT Transaction Fee: N/A % _____ ¢ ea.
- AMEX Discount Rate: _____ % 20 ¢ ea.
- Interchange Auth Fee: N/A % 5 ¢ ea.

Regulatory & Compliance Fee \$9.99/month

PCI Validation \$99.00 Annually in July

MSI SUPPLY REPLACEMENT PROGRAM

Yes, I want to participate in the optional Merchant Program which includes equipment support, common repair and supplies for an additional \$9.50 per month.

Annual postage and handling fee (billed each December to cover the following years costs in ground surface shipment of forms/supplies, and the handling of defective equipment deemed repairable under manufacturer warranty), \$59.

IV MERCHANT SITE SURVEY REPORT (TO BE COMPLETED BY SALES REPRESENTATIVE)

Merchant Location:

- Retail Location With Store Front
- Office Building
- Residence
- Other _____

Area Zoned:

- Commercial
- Industrial
- Residential

Square Footage:

- 0-250
- 251-500
- 501-2,000
- 2,001+

Does the amount of inventory and merchandise on shelves and floor appear consistent with the type of business?

- Yes
- No
- If no, explain: _____

Nearest major cross streets or highways: _____

The Merchant:

- Owns
- Leases the business premises

Whom Does Merchant Lease From? (Name and Telephone Number) _____

Photo Attached?

- Yes
- No

Further Comments By Inspector (MUST COMPLETE): _____

I hereby verify that this application has been fully completed by merchant 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. Any misrepresentation may result in losses and/or liabilities.

Agent Name (please print) _____

Signature _____

Agent # _____

Date _____

X

Merchant Name (please print) _____

Merchant Signature _____

Title _____

Date _____

MSI - Original Merchant - Pink

MSI Merchant Services, Inc. is a registered ISO/MSP of First National Bank of Omaha, Omaha, NE.

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V EXISTING AMERICAN EXPRESS

AMEX

 Reverse PIP Hypercom Only

VI 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.

CHECK ONE: Retail: 10¢ Trans Fee + 0.30% CNP Downgrade Services, Wholesale & All Other: 15¢ Trans Fee

VII FUNDS TRANSFER AUTHORIZATION *Attach a Voided Check or Bank Letter*

Merchant authorizes FNBO/MSI to present Automated Clearing House credits, Automated Clearing House debits, wire transfers, or depository transfer checks to and from the account set forth in the submitted voided check and/or bank letter and to and from any other account for which FNBO/MSI are authorized to perform such functions under the Merchant Agreement for the purposes set forth in the Merchant Agreement. This authorization extends to such entries in said accounts concerning fees, lease, rental, or purchase agreements for POS terminals, termination fees, and/or accompanying equipment and/or guarantee fees and amounts due for supplies and materials.

VIII DISCLOSURE

MERCHANT has indicated above which additional services it is requesting. MERCHANT agrees that FNBO and MSI Merchant Services, Inc. ("MSI") are not a party to any agreement for services from the following companies: American Express, CHARGE Anywhere, and Authorize.NET, and any such agreement is strictly between MERCHANT and each individual company, nor is MSI a party to any leasing agreement with MERCHANT. MERCHANT also agrees that FNBO is not a party to any agreement for services from MSI other than merchant processing. MERCHANT must be approved by each company and each company may send its terms and conditions to the address of MERCHANT indicated herein upon such approval. MERCHANT agrees to be bound by such company's terms and conditions.

Association Fees, including but not limited to Visa International Service (including cash advance), MasterCard Cross Border (US/Non-US/Puerto Rico), Visa Zero Floor Limit, Visa Misuse, and all other applicable Association Fees will be passed through at Association rate unless otherwise notified.

If the AGREEMENT is terminated early during the 36 month INITIAL TERM or any 12 month RENEWAL TERM for any reason other than set out in paragraph 5.1, 5.2.A or 5.2.B, MERCHANT agrees to pay MSI an early termination fee ("EARLY TERMINATION FEE") equal to the greater of \$250.00 or \$35.00 multiplied by the number of months remaining in the then-current term, in addition to all other amounts merchant owes. MERCHANT agrees that the EARLY TERMINATION FEE is not a penalty, but rather is reasonable in light of the financial harm caused by MERCHANT's early termination. Termination of Services provided by MSI Merchant Services, Inc. must be by endorsed written notice to MSI Merchant Services, Inc.

IX PERSONAL GUARANTY (NO TITLES)

GUARANTY: THIS general, absolute, and unconditional continuing Guaranty ("GUARANTY") is undersigned (collectively "GUARANTOR" or "my" or "I" or "me"), is for the benefit of First National Bank of Omaha ("FNBO") and/or MSI Merchant Services, Inc. ("MSI"). For value received, and in consideration of the mutual undertakings contained in the merchant transaction processing agreement and allied agreements ("AGREEMENT") between FNBO/MSI and ("MERCHANT") as set forth below, I absolutely and unconditionally guarantee the full performance of all MERCHANT'S obligations to FNBO/MSI, together with all costs, expenses and attorneys' fees incurred by FNBO/MSI in connection with any actions, inactions, or defaults of MERCHANT. I waive any right to require FNBO/MSI to proceed against other entities or MERCHANT. There are no conditions attached to the enforcement of this GUARANTY, I authorize FNBO/MSI, its agents or assigns to make from time to time any personal credit or other inquiries and agree to provide, at FNBO/MSI request, financial statements and/or tax returns. I acknowledge MSI maintains the right to report to Credit Bureau(s) any and all non-payment of MERCHANT'S fees, cost of services, etc. I agree that this GUARANTY shall be governed and construed in accordance with the laws of the states of Nebraska and/or New Jersey, and that the courts of the states of Nebraska and/or New Jersey shall have and be vested with personal jurisdiction over me. This is a continuing GUARANTY and shall remain in effect until one hundred eighty (180) days after receipt by FNBO/MSI of written notice by me terminating or modifying the same. The termination of AGREEMENT or GUARANTY shall not release me from liability with respect to any obligations incurred before the effective date of termination. No termination of this GUARANTY shall be effected by any change in my legal status or any change in the relationship between MERCHANT and me. This GUARANTY shall bind and inure to the benefit of the personal representative, heirs, administrators, successors and assigns of GUARANTOR and FNBO/MSI.

AGREED AND ACCEPTED:

X

Merchant Legal Name

Principal from Application – Signature

Date

Principal from Application – Print Name

X SIGNATURE BLOCK

BY THEIR EXECUTION BELOW, THE UNDERSIGNED PARTIES AGREE TO ABIDE BY THE MERCHANT TRANSACTION PROCESSING AGREEMENT (THE "AGREEMENT"). MERCHANT MUST BE APPROVED BY MSI AND MSI MAY SEND ITS TERMS AND CONDITIONS TO THE ADDRESS OF MERCHANT INDICATED HEREIN UPON SUCH APPROVAL. MERCHANT AGREES TO BE BOUND BY MSI'S TERMS AND CONDITIONS READILY ACCESSIBLE AT WWW.MSIHQ.COM. THE AGREEMENT CONSISTS OF THE MERCHANT APPLICATION AND THE AFORE MENTIONED TERMS AND CONDITIONS. MERCHANT WARRANTS THAT THE INFORMATION PROVIDED ON THE APPLICATION IS COMPLETE AND ACCURATE. MERCHANT AUTHORIZES FNBO/MSI TO PROVIDE A COPY OF THEIR APPLICATION TO ANY THIRD PARTY FOR THE SERVICES REQUESTED. MERCHANT, AND ITS SIGNING OFFICER/OWNER/PARTNER, AUTHORIZE FNBO/MSI, OR ITS AGENTS OR ASSIGNS TO MAKE, FROM TIME TO TIME ANY BUSINESS AND PERSONAL CREDIT AND OTHER INQUIRIES.

In witness whereof the parties hereto have caused this Agreement to be executed by their duly authorized representatives effective on the date signed or approved by FNBO.

X

Print Legal Name of Business

Principal from Application – Signature

Date

Principal from Application – Print Name

Title

Accepted by MSI Merchant Services, Inc.

Date

Accepted by First National Bank of Omaha

Date