

MERCHANT APPLICATION

BUSINESS NAMES

Legal Name:	DBA Name:
Legal Address:	DBA Address (No PO Box):
Legal City, State, Zip:	DBA City, State, Zip:
Legal Phone #: Contact:	DBA Phone #: Mobile #:
Cust. Svc. # (if different):	Website Address: www.:
Fax #:	Email Address (required to receive E-statement availability notification):

MERCHANT PROFILE

Type of Ownership: Sole Proprietor Partnership Not For Profit Corporation Limited Liability Company

Type of Goods or Services Sold: _____ SIC Code: _____

Do you currently process Credit Cards? Yes No
If yes, submit three current months' processing statements

Name of current processor: _____

Has Merchant or any associated principal disclosed below filed bankruptcy or been subject to any involuntary bankruptcy? No Yes
If yes, date filed: _____

Processing Profile:

<input type="radio"/> Retail	Card Swiped	%
<input type="radio"/> Restaurant	Manual Key Entry with Imprint, Card Present with Signature	%
<input type="radio"/> Lodging	Mail/Telephone Order	%
<input type="radio"/> Service	eCommerce	%
<input type="radio"/> Mail/Telephone Order	TOTAL MUST EQUAL 100%	
<input type="radio"/> eCommerce		

Federal Tax # (9 digits, no dashes): [] [] [] [] [] [] [] [] [] # of Locations: _____ Years in Business: _____ Years Owned Business: _____

Bank Name: _____ Routing #: [] [] [] [] [] [] [] [] [] Checking Account #: _____ Bank Phone # (10 digits, no dashes): [] [] [] [] [] [] [] [] [] []

MEMBER BANK INFORMATION
 HSBC Bank USA, National Association, Merchant Support Group
 P. O. Box 3263, Buffalo, NY 14240 716-841-6360

IMPORTANT MEMBER BANK RESPONSIBILITIES

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

IMPORTANT MERCHANT RESPONSIBILITIES

1. Merchant must ensure compliance with cardholder data security and storage requirements.
2. Merchant must maintain fraud and chargebacks below thresholds.
3. Merchant must review and understand the terms of the Merchant Agreement.
4. Merchant must 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 these specific responsibilities.

**** Payment Card Industry Data Security Standards ("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 Payment Application Data Security Standard ("PA DSS") 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 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 SAQ (circle one): A, B, C, or D
 d) Date of last scan: _____ Approved Scanning Vendor's name: _____
2. Are you using a "dial-up" terminal or Touch Tone Capture ("TTC")? 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 Primary Service Provider Other Service Provider: _____
 Merchant's Headquarters/Corp office only Both Merchant and Service Provider(s) All Apply
4. What Primary Service Provider/Software Developer did you purchase your POS application from (i.e., 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 (i.e., web hosting companies, gateways, corporate office)? Yes No
 c) If yes, name the other Service Provider: _____

OR OFFICERS

(Individual Ownership Must be Equal to or Greater than 50%)

Name:	Title:	Date of Birth:	Social Security #:	% Equity Ownership:
Residence Address:	City:	State:	Zip:	# yrs: Home Phone #: Driver's Lic. #: ST:

Name:	Title:	Date of Birth:	Social Security #:	% Equity Ownership:
Residence Address:	City:	State:	Zip:	# yrs: Home Phone #: Driver's Lic. #: ST:

SURVEY REPORT

(To Be Completed by Sales Representative)

Merchant Location: Retail Location with Store Front Office Building Residence Other: _____

Area Zoned: Commercial Industrial Residential Is inventory/merchandise amount consistent with type of business? Yes No

If No, explain: _____

The Merchant: Owns Leases the Business Premises Landlord Name & Phone #: _____

Does the Merchant use a Fulfillment House? Yes No If yes, was the Fulfillment House inspected? Yes No

Further comments by Inspector (required): _____

I hereby verify that this application has been fully completed by merchant applicant 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. Merchant Initials (required) _____

Representative Print Name _____ Representative Signature _____ Date: _____



Interchange Plus		Discount Rate		American Express Discount Rate:	
Visa / MasterCard / Discover Credit Card Discount Rate:	_____ %	American Express Discount Rate:	_____ %		
Visa / MasterCard / Discover Offline Debit Discount Rate:	_____ %	EBT Transaction Fee:	_____ Per Item		
Bankcard Transaction Fee:	_____ Per Item	Loyalty/Gift Card Transaction Fee:	_____ Per Item		
Non-Bankcard Transaction Fee:	_____ Per Item	Equipment Maintenance Fee:	_____ Per Item		
Offline Debit Transaction Fee:	_____ Per Item	Voice Authorization Fee:	\$ 1.50 Per Call		
PIN Debit Discount Rate:	_____ %	AVS Surcharge:	\$ 0.05 Per Item		
Debit Transaction Fee (Plus Debit Network Fees):	_____ Per Item	Annual Fee (billed in advance for the following year):	\$99.00 Per Year		
Visa Authorization/Settlement Network Access/Usage Fee:	\$ 0.05 Per Item	ACH Reject Fee:	\$25.00 Per Item		
MasterCard Authorization/Settlement Network Access/Usage Fee:	\$ 0.05 Per Item	Retrieval Fee:	\$10.00 Per Item		
Discover Authorization/Settlement Network Access/Usage Fee:	\$ 0.05 Per Item	Chargeback Fee:	\$25.00 Per Item		
Bank Service Fee:	_____ Monthly	Online Access Fee:	\$10.00 Monthly		
Batch Fee:	_____ Per Batch	Statement Fee:	_____ Monthly		
Split Batch Fee (additional):	\$ 0.20 Per Batch	Gateway Activation Fee:	_____ One Time		
Monthly Minimum:	\$25.00 Monthly	Gateway Access Fee:	_____ Monthly		
Wireless Activation Fee (if applicable):	\$35.00 One Time	eCommerce/Gateway Item Fee:	_____ Per Item		
Wireless Access Fee (if applicable):	\$23.00 Monthly	MICROS Transaction Fee (if applicable):	\$ 0.09 Per Item		
Wireless Item Fee (if applicable):	\$ 0.12 Per Item	Set Up Fee:	_____ Per Item		

We understand and agree to the following: 1) That my/our discount rate as stated above will be charged on all electronically authorized payment card transactions that are in batches closed daily (qualified rate). 2) That all payment card transactions that do not meet the requirement stated in the preceding number 1, and transactions such as but not limited to: (a) cardholder and card not present at Merchant point of sale device, key entered, AVS without full match of billing zip code, settled after two days of authorization; settled amount does not equal authorized amount, card not present, single authorization only without order number required; (b) Discover, Visa rewards & Visa signature, MasterCard enhanced value & MasterCard World Card transactions, Bus, Corp, Int'l, Purch, & Comm cards; T & E.; or (c) Mail/Telephone, e-Commerce, lodging, car rental, small ticket, convenience and express service transactions; may be charged up to 2.19% + \$0.20 above the qualified rate. Merchants may also be assessed: Monthly and/or Annual PCI fee. 3) Merchants may be charged a Cross Border transaction assessment of up to 1.00%, in addition to the applicable rate, on transactions when the country code of the Card Issuer differs from the country code of the Merchant. 4) On international transactions Merchants may be charged a rate of up to 0.55% for Visa's International Acquirer Fee, Maestro U.S. and MasterCard Acquirer Program Support Fee and Discover's International Service Fee and International Processing Fee. 5) POS high speed processing and/or gateway activation may be subject to a one time set up fee of up to \$150.00, depending on provider. 6) If Interchange/Cost Plus: All transactions will be assessed the current, published interchange rates, dues, and assessments in addition to the basis points as stated above. The published rates for Visa and MasterCard can be viewed at: www.visa.com and www.mastercard.com. 7) An early closure fee of \$495.00 will be paid to Benchmark if the Merchant Processing Agreement is not terminated in accordance with the Terms and Conditions. 8) Merchant will also be assessed the following fees on Visa transactions: the Visa Misuse of Authorization System Fee, which will be assessed on authorizations that are approved but not settled in a timely manner; the Visa Zero Floor Limit Fee, which will be assessed on settled transactions that do not correspond to a valid authorization within the prior 30 days; and the Visa Zero Dollar Verification Fee, which will be assessed on transactions where Merchant requested an address verification response without an authorization. These fees of up to \$0.10 per transaction may include fees assessed by both the applicable card association and Bank or Global. American Express Fees: Retail: \$0.10 transaction fee; Services, Wholesale and All Other: \$0.15 transaction fee. A .30% CNP fee will be charged for any transaction where the Card is not presented at the time of the transaction.

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 American Express Travel Related Services Company, Inc. ("American Express") and American Express'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 agents, subcontractors, Affiliates, and other parties for any purpose permitted by law. I authorize and direct American Express and American Express's agent 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 American Express to use the reports from consumer reporting agencies for marketing and administrative purposes. I understand that upon American Express' approval of the application, the entity will be provided with the Agreement and materials welcoming it to American Express's Card acceptance program.

STABLE VOLUME CHECK HERE: Merchant authorizes any party to the Agreement to present Automated Clearing House credits, Automated Clearing House debits, wire transfers, or depository transfer checks to and from the following account and to and from any other account for which any such parties are authorized to perform such functions under the Merchant Processing Agreement, for the purposes set forth in the Merchant Processing Agreement. This authorization extends to such entries in said account concerning lease, rental or purchase agreements for POS terminals and/or accompanying equipment and/or check guarantee fees and amounts due for supplies and materials. This Automated Clearing House authorization cannot be revoked until all Merchant obligations under this Agreement are satisfied, and Merchant gives written notice of revocation as required by this Agreement.

INVESTIGATIVE CONSUMER REPORT: An investigative or consumer report may be made in connection with application. MERCHANT authorizes ANY PARTY TO THE AGREEMENT or any of their agents to investigate the references provided or any other statements or data obtained from MERCHANT, and from any of the undersigned personal guarantor(s), or from any other person or entity with any financial obligations under this Agreement. You have a right, upon written request, to a complete and accurate disclosure of the nature and scope of the investigation requested.

AVERAGE TICKET SIZE: _____ HIGHEST TICKET SIZE: _____ MONTHLY VOLUME: _____

Each person certifies that the average ticket size and sales volume indicated is accurate and agrees that any transaction or monthly volume that exceeds either of the above amounts could result in delayed and/or withheld settlement of funds. Also, see paragraphs 4.C, 8 and 13.B of the MERCHANT Processing Agreement regarding suspension and termination of MERCHANT. Highest ticket for informational purposes only.

IMPORTANT NOTICE: All information contained in this application was completed or supplied by all contracting parties. Any change in printed terms shall be of absolutely no force or effect unless specifically agreed to in writing by all contracting parties. By signing below on either the original or a facsimile you are agreeing to the provisions stated within the Terms and Conditions of the Merchant Processing Agreement and the Merchant Application on the reverse side, and you are acknowledging that you have carefully read each of those provisions before signing.

FOR ALL CORPORATIONS CORP. RESOLUTION
The indicated officer(s) identified in numbers 1 and/or 2 below have the authorization to execute the MERCHANT Processing Agreement on behalf of the herewithin named corporation. MERCHANT UNDERSTANDS THAT THIS AGREEMENT SHALL NOT TAKE EFFECT UNTIL MERCHANT HAS BEEN APPROVED BY BANK AND A MERCHANT NUMBER IS ISSUED.

By signing below, the undersigned Guarantor(s) jointly and severally, unconditionally and irrevocably, personally guarantee the continuing full and faithful performance and payment by Merchant of each of its duties and obligations under the attached Merchant Processing Agreement, as such Agreement now exists or as may be amended from time to time, with or without notice. Guarantor(s) understands further that any party to the Merchant Processing Agreement may proceed directly against Guarantor(s) without first exhausting their remedies against any other person or entity or any security being held pursuant to the Merchant Processing Agreement. Guarantor(s) waive trial by jury with respect to any litigation arising out of or relating to this personal guaranty. This guaranty will not be discharged or affected by the death of the undersigned, will bind all heirs, administrators, representatives and assigns, and may be enforced by or for the benefit of a successor of any party to the Merchant Processing Agreement. Guarantor(s) understand that the inducement to the parties to enter into the Merchant Processing Agreement is consideration for this guaranty, and that this guaranty remains in full force and effect even if the Guarantor(s) receive no additional benefit from the guaranty.

If Merchant submits a transaction hereunder, Merchant will be deemed to have accepted the Terms and Conditions of the Merchant Processing Agreement.

AGREED AND ACCEPTED

X
#1 From Application—Signature _____ Date _____

X
#2 From Application—Signature _____ Date _____

X
#1 From Application—Signature _____ Date _____

X
#2 From Application—Signature _____ Date _____

X
Accepted by _____

X
Accepted by HSBC Bank USA, National Association

X
Accepted by Global Payments Direct, Inc.