

CREDIT TERMINALS



Eclipse® Payment Terminal



LinkPoint® 3000



Email back to us at mfc@hfybro.com

MERCHANT PROCESSING APPLICATION

Merchant # _____ Loc: 1 of 1 Attached: Service Fee Schedule Reference ID: HFYbro

TELL US ABOUT YOUR BUSINESS

Your DBA/Outlet Name: _____		Store #: _____	
Same as DBA or Provide Your Business Legal Name: _____		First/Last Contact Person: _____	
Address (No P.O. Box): _____	Suite #: _____	City: _____	State: _____ Zip Code: _____
Your Business Phone: _____	Same as Business Phone or Merchant's Customer Service Phone: _____		
Your Fax Phone: _____	Select One for Retrieval Requests: <input type="checkbox"/> (02) Dedicated 24 Hour Fax <input type="checkbox"/> (03) No fax; mail		
Your Total Annual Cash and Credit Sales: _____	Average Ticket/Sales Amount: _____		
Total Annual MC/VISA Volume: _____	Annual MC/VISA Volume for this Outlet: <u>000</u> (For Multiple Outlets Only)		

PROVIDE MORE BUSINESS DATA

Company Type: _____	State Incorpor.: _____	Month/Yr. Started: _____
Mag Swiped: <u>0</u> % + Keyed Manually <u>0</u> % = <u>100</u> %	Products/Services You Sell: _____	
POS Cardswipe/Manual Imprint <u>100</u> % + Mail Order <u>0</u> % + Phone Order <u>0</u> % + Internet <u>0</u> % + Trade Shows <u>0</u> % = <u>100</u> %		
Fed Tax ID: _____	TIN Type: EIN (Fed Tax)	No. of Employees: _____

OTHER ENTITLEMENTS

TeleCheck (20) License # or MICR Check Warranty – ECA (33F) Check Warranty – Paper (33A) Check Non-Warranty – Verification (34A)

Vendor: _____

Signed Annual Check Sales Volume: _____ Average Check Ticket: _____

Non-Lic. Diners (EDC) (Existing Acct #) or Diners License

Non-Lic. JCB (EDC) (Existing Acct #) or JCB License

Discover (EDC) or easi

American Express or ESA Check one: Single Settle EDC PIP Reverse PIP

American Express CAP # _____ Franchise Name (40 characters): _____

Debit Package EBT FNS # (Xrel) _____

Other: SE# _____ Network: (206) CARDnet (957) Nashville Other Specify Security Code: _____

DESCRIBE EQUIPMENT DETAILS

Rental * Purchase **Customer-Owned *Lease	QTY	Equipment Type (i.e. Terminal)	Retail * Restaurant * Lodging * Supermarket * Car Rental * Quick Service Restaurant * MOTO	Model Code/Name	Unit Price W/O Tax	For Customer-Owned Equipment Track/Ver/Emer. Serial #

Special Instructions: _____

Sales Rep to train MAG to Train Merchant will Call Best Time to Call **10:00 am ET** (or receive training via phone dial 1-800-558-7101 8:00 am – 10 pm EST)

Imprinter Purchase: Yes No If Yes \$0.00 x Qty: 1 = \$.00 Wireless Provider: Cingular Other: _____

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

Check one: Gateway Solutions Lease Line Solutions Dial Solutions YourPay IC Verify Serial#: _____

Lease Company: 04) First Data (Processor) Lease Term: <u>0</u> Months (Equip. 1)	Total monthly lease charge: \$ 0.00 w/o Tax (Equip. 1)
This is a non-cancelable lease for the full term indicated. (Initial: _____)	

PROVIDE YOUR OWNER INFORMATION

Owner/Partner/Officer Name :	Social Security Number:	Home Phone:	% of Ownership:
Title:	Home Address:	City:	State: Zip:
Owner/Partner/Officer Name :	Social Security Number:	Home Phone:	% of Ownership:
Title:	Home Address:	City:	State: Zip:

The statements made in this Merchant Processing Agreement are true. Client acknowledges having received and read a copy of the attached Program Guide and Service Fee Schedule and agrees to be bound by all provisions as printed herein. 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 a signature page to the Equipment Lease Agreement appearing as Exhibit A, if the First Data box has been checked, the undersigned Client being the "Lessee" for purposes of such Equipment Lease Agreement. By signing below, each of the undersigned authorizes us 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 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.

Client's Business Principal: X Signature (Please sign here): _____	First Data Merchant Services Corporation, and JP Morgan Chase Bank
Please Print Name of Signer: _____	X Signature: _____ Date: _____
Title: _____ Date: _____	(E)MSLM701
C. Thomas, Account Executive	Page 1 of 3

MERCHANT PROCESSING APPLICATION (Continued)

SERVICE FEE SCHEDULE

DBA Name: _____

Loc of **1**

Start-Up Fees (One Time Charge)	Discount Fees (Based on Gross Trans Volume)	Transaction / Other Fees
<p>Non-Taxable Fees:</p> <p>Application Fee (Non-Refundable)(247S) \$ 0.00</p> <p>Reprogramming Fee (31AS) \$ 0.00</p> <p>Debit Set-up Fee (31BS) \$ 0.00</p>	<p style="text-align: center;">Accept <u>all</u> MasterCard and Visa transactions (presumed, unless any selections below are checked)</p> <p style="text-align: center;">MasterCard Acceptance Visa Acceptance</p> <p>Accept MC Debit transactions only <input type="checkbox"/> Accept <input type="checkbox"/> Accept Visa Credit transactions only</p> <p>Accept MC Off-Line Debit transactions only <input type="checkbox"/> Accept <input type="checkbox"/> Accept Visa Off-Line Debit transactions only</p> <p>See Section 1.9 of the Program Guide for details regarding limiting acceptance. You are responsible for distinguishing Credit from Off-Line 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 Off-Line 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-Qualification Fee (See section 18.1 of the Program Guide).</p> <p>MasterCard Qualified Credit Discount Rate (800S) .00%</p> <p>Visa Qualified Credit Discount Rate (804S) .00%</p> <p>MasterCard Qualified Debit Discount Rate (850S) .00%</p> <p>Visa Qualified Debit Discount Rate (854S) .00%</p> <p>Non-Qualification Fee: (excluding Interchange pass-through fees, see 18.1)</p> <p>Applies to Non-Qualified MC & VI Credit and/or Off-Line Debit Transactions (30D) 1.99</p> <p style="text-align: right;">or (30D) (requires special pricing)</p>	<p>MCM TXN Fee (001S, 002S, 005S, 006S) 0.150000%</p> <p style="text-align: center;">AUTHORIZATION CAPTURE</p> <p>American Express \$ 0 (068S) \$ 0.25 (068S)</p> <p>Discover \$ 0 (070S, 071S) \$ 0.25 (070S, 071S)</p> <p>Chargeback Fee \$ 25.00 (205S)</p> <p>MCM Foreign Handling \$ 0 (260S, 261S)</p> <hr/> <p>Debit (Bundled) \$ 0.25 (018S)</p> <p>Debit (Unbundled) \$ 0.00 (018S, Key, 0 to 590S)</p> <p>MC/Visa Voice \$ 0.75 (035S, 045S)</p> <p>MC/Visa VRU \$ 0.75 (036S, 046S)</p> <p>MC/Visa VRU/Voice \$ 0.75 (037S, 047S)</p> <p>AVS (Address Verification System) \$ 0.10 (405S, 406S, 407S, 408S)</p>
<p>Taxable Items:</p> <p>Sales Tax <u> </u> %</p> <p>Equipment Purchase (ACH) \$ 0.00</p> <p>Total Sales Tax \$ 0.00</p> <p>Total Amount \$ 0.00</p>		

Billed Monthly Fees (If Applicable)	TeleCheck Fees:*	Check Warranty - ECA (33F)	Other Payment Fees
Service Fee (206S) \$ 0.00	Inquiry Rate <u> </u> %	Transaction/Authorization Fee \$.	American Express Fees:*
ACH Reject Fee (401S) \$ 25.00	Monthly Minimum Per Location \$ 25.00	Chargeback Fee \$ 5.00	Amex Discount Rate 00%
Minimum Processing Fee (202S) \$ 25.00	TeleCheck Statement Fee (ACH) \$ 0.00		Amex Monthly Fee (Flat Fee) \$.00
Supplies FREE			Discover easi Fees:*
			Discover Rate (EAD) 1.69%
			Discover Transaction Fee \$ 0.10
			*Billed separately by AMEX, Discover, or TeleCheck

The individual who signs this Agreement has authority to do so and to bind its Establishment to the terms and conditions of this Agreement. You further represent that you are authorized to sign and enter into this Agreement on behalf of your establishment, subsidiaries and affiliates, and that you authorize American Express Travel Related Services Company, Inc. to verify the information on this Application.

You acknowledge that accepting a Discover® Card for payment, you agree to the terms and conditions of Discover Business Services ("Discover"). Such terms will be sent to you by Discover.

**Client acknowledges having received and read a copy of this Service Fee Schedule and agrees to the fees stated herein (as modified from time to time in accordance with the provisions of the Merchant Application/Processing Agreement). The party signing this Service Fee Schedule must be the same party signing the Merchant Application/Processing Agreement.

Client's Business Principal:

**X Signature (Please sign here): _____

	Owner	
	Title	Date
Please Print Name of Signer		
EMS701	PERSONAL GUARANTY	EMSRegFee701

In exchange for Express Merchant Processing Solutions and JP Morgan Chase Bank's acceptance of the Agreement, the undersigned unconditionally guarantees performance of the Client's obligations under the Agreement and First Data Lease, if applicable, 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 Agreement. I understand that this is a Guaranty of payment and not of collection and that JP Morgan Chase Bank and Express Merchant Processing Solutions are relying upon this Guaranty in entering into the Agreement.

X Signature (Please sign here) _____ X Signature (Please sign here) _____

, An individual , An individual

C. Thomas, account executive

CONFIRMATION PAGE

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 us. 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).
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 Charge backs 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.
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 with bankcard 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), under certain circumstances.
7. **By executing this Agreement with us** you are authorizing us to obtain financial and credit information regarding your business and the signer of the Agreement throughout the term of the Agreement.
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 Section 38.3.
9. **If you lease equipment from Processor**, it is important that you review Section 31.

Print Client's DBA/Outlet Name:

Print Client's Legal Name:.

Address:

City/State/Zip:

Business Phone:

By its signature below, Client acknowledges that it has received (either in person, by facsimile, or by electronic transmission) the complete Program Guide (version (E)EMSLM701) consisting of 34 pages (including this confirmation). Client understands that a copy of the Program Guide is also available for downloading from the Internet at:

<https://www.merchantapp.com/EXPRESSMPS/321/pages/operating.htm>. 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's Business Principal:

(Please sign below):

X _____, President

Date

Please Print Name of Signer

C. Thomas, Account Executive