

## Wireless Merchant Agreement Instructions

1. Print out packet Any Questions Call: (218) 340-2243
2. On page one legibly fill in all information requested. If not a sole proprietorship the federal tax id is required in the Business Information box.
3. In the Ownership Information box only one owner is needed if they have over 33% ownership. The social security number is required unless you attach the last two years of tax return statements or the last two years of profit and loss statements.
4. Initial at the bottom of page one.
5. On page two in the Electronic Debit/Credit Authorization box please put in the information for the bank account you want the money to be deposited into. You can find the transit and DDA numbers on the bottom of your checks.
6. In the Cards to be Accepted box you will see a check box for American Express. If you have a current account with Amex you can find your account number on the monthly statements they send to you. If you want to accept Amex and do not have a current account check the New Setup box, keep in mind that they are a separate entity than (TMS) and they have different rates. They have a setup fee of \$50 also.
7. There are five signature lines on this page that need to be signed.
8. On page three please attach a voided check to the page. If not a sole proprietorship the check must have the DBA name on it. If a sole proprietorship the check must have the owners name on it.
9. On page four is the full disclosure of rates and fees. If you have questions about these rates and fees please call me anytime at: (218) 340-2243.
10. Please sign on the bottom of the page.
11. On page five it goes into detail of how the different rates are determined by the type of business and cards that go through.
12. On page six please fill in the Business Description Profile. Where it asks, "does merchant use fulfillment house?" answer no if you do not know what that is.
13. On page seven there are two signatures needed on this page for the free wireless terminal.
15. If you are currently processing credit cards you must attach and send your most recent processing statement with the other documents. (We will not terminate your old processing company, which is your responsibility to do. Waite until your new equipment arrives before canceling your old service, so that you are not without processing for any amount of time.) If your current processing statement shows over \$10,000 in transaction volume, Total Merchant Services will refund cancellation fees if any, charged to your account from your old processing company up to \$295. Please contact me if this occurs to assist in getting the money refunded to you.
16. You will receive a copy of this agreement with your new terminal in a welcome package. Please file it in a safe place, thank you for your business.







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payment solutions for your business

Sub Agent: Ryan Theis  
BNG Holdings Inc.  
Fargo, ND

## VOIDED CHECK VERIFICATION FORM

Please attach a voided check below.

A T T A C H   V O I D E D  
C H E C K   H E R E

Do you have pre-printed checks showing the Business DBA Name listed on the application?  YES  NO

Bank Reference Name: \_\_\_\_\_

Bank Contact Person: \_\_\_\_\_

Bank Telephone Number: \_\_\_\_\_

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### SCHEDULE OF FEES

**BUSINESS DBA NAME:** \_\_\_\_\_

DISCOUNT RATE SCHEDULE			
QUALIFIED DISCOUNT RATES		SURCHARGE	
Visa / MasterCard / Discover	1.65%	Partially Qualified	0.92%
Other:	%	Non-Qualified	1.27%
	%		
	%		

  

<b>AVERAGE TRANSACTION:</b> (estimated)	<b>HIGH TRANSACTION:</b>	<b>MONTHLY VOLUME:</b> (estimated)
\$ _____	\$ _____	\$ _____

  

<b>FUNDS AVAILABILITY</b> <input checked="" type="checkbox"/> 2 Day <input type="checkbox"/> 5 Days (Auto-Approved Internet Accounts)
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**NOTE:** The Discount Rates listed above apply to all card types: Visa Credit, Visa Check, MasterCard Credit, Debit MasterCard, and Discover Credit, and Discover Debit cards. For MOTO/Internet accounts, to obtain the qualified discount rate noted above, settled transaction must include Address Verification (cardholder's billing information - specifically, the street address, and zip code), and a 6 digit order number.

**SURCHARGE:** Discount and cents per item in addition to the Qualified Discount Rate\* depending upon qualification of each transaction.

\* The Qualified Discount Rate set forth above applies to transactions meeting all QUALIFIED Transaction Conditions as established by Visa USA, Inc., MasterCard International Inc., and Discover Financial Services LLC, a current summary of which is provided for each industry type on the Schedule of Fees - Continued. Transactions which do not satisfy all QUALIFIED Transaction Conditions will be assessed a surcharge [either Partially Qualified or Non-Qualified], as set forth above. Discover transactions will receive an additional 0.45% rewards card surcharge added to Discover rate above.

**NETWORK COMMUNICATION FEES:** (Per Communication)

**ALL CARD TYPES:** \$ 0.09    **OR**    **VISA/MC/DISCOVER:** \$ 0.    **AND**    **AMEX:** \$ 0.    \_\_\_\_\_

OTHER FEES						
PER OCCURRENCE		MONTHLY		DEBIT NETWORK ACQUIRER FEES		
Visa/MC/Discover Credit	\$0.10 /each	Gateway Fee	\$0	NETWORK	ACQUIRER FEE	GROCERY
Visa/MC/Discover Debit	\$0.15 /each			Accel	\$0.03 + (.65% + \$0.12) (max of \$0.63)	\$0.25
Wireless	\$0.05 /each	Min. Discount Fee	\$25.00	AFFN	\$0.03 + (.55% + \$0.10) (max of \$0.53)	\$0.17
EBT	\$ /each			Alaska Option	\$0.12	
Voice Authorization	\$1.00 /each	Statement Fee	\$10.00	Credit Union 24	\$.25 + (.65% + \$0.03) (max of \$0.375)	\$0.19
Voice AVS	\$0.75 /each			Interlink	\$0.035 + (.75% + \$0.15) (max of \$0.5350)	\$0.28
Retrieval Request Rec'd	\$10.00 /each	Wireless Service (per activated terminal)	\$15.00	Maestro	\$0.025 + (.75% + \$0.15) (max of \$0.5250)	\$0.27
Chargeback Fee	\$20.00 /each			NYCE	\$0.0375 + (.65% + \$0.10) (max of \$0.6875)	\$0.28
ACH Reject/NSF Fee	\$20.00 /each	Debit Service Fee	\$0	Pulse*** (inc. Money Station & Tyne)	\$0.07 + (.65% + \$0.10)	\$0.28
ACH Change Fee	\$20.00 /each			Shazam	.75% + \$0.24 (max of \$0.69)	\$0.25
Batch Deposit Fee	\$0.25 /each	Other:	\$0	STAR (inc. MAC, Cash Station, & Honor)	\$0.0325 + (.75% + \$0.15) + \$0.01 (max \$0.6925)	\$0.2825
Other:	\$ /each			<b>IN ADDITION TO ABOVE ACQUIRER FEES</b>		
				<b>+ DEBIT TRANSACTION FEE (if applicable)</b> \$    /each		
				Annual Fee    \$0		
				Annual Fee Charge Month		

**WARRANTY:** Each of the undersigned owners/officers of merchant also represent and warrant that he/she has read and agrees to the fees set forth herein.

**Sign Here**

\_\_\_\_\_  
SIGNATURE / OWNER #1

\_\_\_\_\_  
DATE

**Sign Here**

\_\_\_\_\_  
SIGNATURE / OWNER #2

\_\_\_\_\_  
DATE

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**SCHEDULE OF FEES – CONTINUED**

RETAIL and RESTAURANT	LODGING / CAR RENTAL
<p><b>I. QUALIFIED Transaction Conditions</b></p> <ul style="list-style-type: none"> <li>Card is Present, full magnetic stripe is read by the terminal and signature is obtained; <i>and</i></li> <li>One electronic authorization request is made per transaction and transaction/purchase date is equal to the authorization date; <i>and</i></li> <li>Authorized transaction amount must match settled transaction amount, except for restaurants, where transaction amount may be within 20% of the original authorized amount; <i>and</i></li> <li>Additional Data (sales tax and customer code) is required in the settled transaction on all Commercial Cards at non Travel &amp; Entertainment (T&amp;E) locations (see <i>Commercial Card section</i>); <i>and</i></li> <li>Transaction electronically deposited (<i>batch transmitted</i>) no later than 1 day from transaction/purchase date</li> </ul> <p><b>II. PARTIALLY QUALIFIED Transaction Conditions</b></p> <ul style="list-style-type: none"> <li>One or more of the QUALIFIED Conditions were not met, <i>or</i></li> <li>Transaction electronically deposited (<i>batch transmitted</i>) greater than 1 day but within 2 days from transaction/purchase date</li> </ul> <p><b>III. NON-QUALIFIED Transaction Conditions</b></p> <ul style="list-style-type: none"> <li>One or more of the QUALIFIED OR PARTIALLY QUALIFIED Conditions were not met, <i>or</i></li> <li>Transaction electronically deposited (<i>batch transmitted</i>) greater than 2 days from authorization date, <i>or</i></li> <li>Transaction was from a non-US Cardholder, <i>or</i></li> <li>Commercial, World MasterCard, World Elite MasterCard, MasterCard Rewards, Visa Signature Preferred, Visa Rewards Card, Visa Signature Card, or Visa Infinite Card accepted at a T&amp;E location, unless qualifies for Level II, <i>or</i></li> <li>Commercial Cards at a non T&amp;E location without the required additional data (see <i>Commercial Card section</i>), <i>or</i></li> <li>Transaction was not electronically authorized</li> </ul>	<p><b>I. QUALIFIED Transaction Conditions</b></p> <ul style="list-style-type: none"> <li>Card is Present, full magnetic stripe is read by the terminal and signature is obtained; <i>and</i></li> <li>Incremental electronic authorization requests are permitted; <i>and</i></li> <li>Settled transaction amount must be within 15% of the total authorized amount; <i>and</i></li> <li>Transaction date must be equal to the hotel check out (departure) date / car rental check in (return date) check out /car rental date; <i>and</i></li> <li>Anticipated duration of the stay/car rental period included in authorization; <i>and</i></li> <li>All transactions must include additional data (such as <i>folio (room) number / rental agreement number</i>) when settled; <i>and</i></li> <li>Transaction electronically deposited (<i>batch transmitted</i>) no later than 1 day from check out/car return date</li> </ul> <p><b>II. PARTIALLY QUALIFIED Transaction Conditions</b></p> <ul style="list-style-type: none"> <li>One or more of the QUALIFIED Conditions were not met, <i>or</i></li> <li>Transaction electronically deposited (<i>batch transmitted</i>) greater than 1 day but within 2 days from check out/car return date</li> </ul> <p><b>III. NON-QUALIFIED Transaction Conditions</b></p> <ul style="list-style-type: none"> <li>One or more of the QUALIFIED OR PARTIALLY QUALIFIED Conditions were not met, <i>or</i></li> <li>Transaction was from a non-US Cardholder, <i>or</i></li> <li>Transaction electronically deposited (<i>batch transmitted</i>) greater than 2 days from check out/car return date, <i>or</i></li> <li>Commercial, World Elite MasterCard, MasterCard Rewards, Visa Signature Preferred, World MasterCard, Visa Rewards Card, Visa Signature Card, or Visa Infinite Card accepted at a T&amp;E location, unless qualifies for Level II, <i>or</i></li> <li>Transaction was not electronically authorized</li> </ul>
<p><b>DIRECT MARKETING / MOTO</b></p> <p><b>I. QUALIFIED Transaction Conditions</b></p> <ul style="list-style-type: none"> <li>One electronic authorization request is made per transaction and transaction date is equal to the shipping date; <i>and</i></li> <li>Authorization request message must include Address Verification (AVS); <i>and</i></li> <li>Transaction/shipping date must be within 7 days of authorization date; <i>and</i></li> <li>Settled transaction amount must equal authorization amount; <i>and</i></li> <li>Settled transaction must include customer service telephone number, 6 digit order number, and total authorized amount; <i>and</i></li> <li>Additional Data (<i>sales tax and customer code</i>) is required in the settled transaction on all Commercial Cards at non T&amp;E locations (see <i>Commercial Card section</i>); <i>and</i></li> <li>Transaction electronically deposited (<i>batch transmitted</i>) on or 1 day after transaction/shipping date</li> </ul> <p><b>II. PARTIALLY QUALIFIED Transaction Conditions</b></p> <ul style="list-style-type: none"> <li>One or more of the QUALIFIED Conditions were not met, <i>or</i></li> <li>Transaction electronically deposited (<i>batch transmitted</i>) greater than 1 day but within 2 days from transaction/shipping date</li> </ul> <p><b>III. NON-QUALIFIED Transaction Conditions</b></p> <ul style="list-style-type: none"> <li>One or more of the QUALIFIED OR PARTIALLY QUALIFIED Conditions were not met, <i>or</i></li> <li>Transaction electronically deposited (<i>batch transmitted</i>) greater than 2 days from transaction/shipping date, <i>or</i></li> <li>Transaction was from a non-US Cardholder, <i>or</i></li> <li>Commercial, World MasterCard, World Elite MasterCard, MasterCard Rewards, Visa Signature Preferred, Visa Rewards Card, Visa Signature Card, or Visa Infinite Card accepted at a T&amp;E location, unless qualifies for Level II, <i>or</i></li> <li>Commercial Cards at a non T&amp;E location without the required additional data (see <i>Commercial Card section</i>), <i>or</i></li> <li>Transaction was not electronically authorized</li> </ul>	<p><b>SUPERMARKETS</b></p> <p><b>I. QUALIFIED Transaction Conditions</b></p> <ul style="list-style-type: none"> <li>Card is Present, full magnetic stripe is read by the terminal and signature is obtained; <i>and</i></li> <li>One electronic authorization request is made per transaction and transaction/purchase date is equal to the authorization date; <i>and</i></li> <li>Authorized transaction amount must match settled (<i>deposit</i>) transaction amount; <i>and</i></li> <li>Additional Data (<i>sales tax and customer code</i>) is required in the settled transaction on all Commercial Cards (see <i>Commercial Card section</i>); <i>and</i></li> <li>Transaction electronically deposited (<i>batch transmitted</i>) no later than 1 day from transaction/purchase date</li> </ul> <p>NOTE: If Supermarket is not certified with Visa and MasterCard, Qualified rate is increased by 35%</p> <p><b>II. RETAIL QUALIFIED Transaction Conditions</b></p> <ul style="list-style-type: none"> <li>Meets all qualifications for Supermarket Qualified; <i>and</i></li> <li>Card accepted is either a MasterCard Commercial or International Card</li> </ul> <p><b>III. PARTIALLY QUALIFIED Transaction Conditions</b></p> <ul style="list-style-type: none"> <li>One or more of the QUALIFIED Conditions were not met, <i>or</i></li> <li>Transaction electronically deposited (<i>batch transmitted</i>) greater than 1 day but within 2 days from transaction/purchase date</li> </ul> <p><b>IV. NON-QUALIFIED Transaction Conditions</b></p> <ul style="list-style-type: none"> <li>One or more of the QUALIFIED OR PARTIALLY QUALIFIED Conditions were not met, <i>or</i></li> <li>Transaction was from a non-US Cardholder, <i>or</i></li> <li>Transaction electronically deposited (<i>batch transmitted</i>) greater than 2 days from authorization date, <i>or</i></li> <li>Commercial Cards without the required additional data (see <i>Commercial Card section</i>), <i>or</i></li> <li>World MasterCard, World Elite MasterCard, MasterCard Rewards, Visa Signature Preferred, Visa Rewards Card, Visa Signature Card, or Visa Infinite Card, unless qualifies for Level II, <i>or</i></li> <li>Transaction was not electronically authorized</li> </ul>
<b>COMMERCIAL CARDS – (Additional Data)</b>	
<p><b>VISA</b></p> <ul style="list-style-type: none"> <li>Purchasing Cards – Sales Tax and Customer Code (<i>supplied by cardholder at point of sale</i>)</li> <li>Corporate and Business Cards – Sales Tax (<i>prompt on all Visa transactions</i>)</li> </ul> <p><b>Discover</b></p> <ul style="list-style-type: none"> <li>Corporate and Business Cards – Sales Tax (<i>prompt on all Discover transactions</i>)</li> </ul>	<p><b>MasterCard</b></p> <ul style="list-style-type: none"> <li>Corporate Data Rate II (<i>Purchasing Cards</i>) – Sales Tax and Customer Code (<i>supplied by cardholder at point of sale</i>)</li> <li>Corporate Data Rate II (<i>Business and Corporate Cards</i>) – Sales Tax</li> <li>International Corporate Purchasing Data Rate II – Sales Tax and Customer Code (<i>supplied by cardholder at point of sale</i>)</li> </ul>

NOTE: In the event merchant utilizes the service of any third party in connection with merchant processing services (for example, integrated software products) then merchant is responsible for ensuring compliance by such third party with the requirements of VISA USA, Inc, Discover Financial Services LLC ("Discover") and MasterCard International Incorporated to avoid unnecessary surcharges.

The descriptions of partially-qualified and non-qualified transactions are not and are not intended to be a comprehensive list of all instances in which partially-qualified and non-qualified surcharges may apply. Partially qualified and non-qualified surcharges may apply in additional situations. All partially-qualified and non-qualified surcharges include additional fees assessed by the applicable card association and Global Direct.

Merchant will also be assessed Cross-Border fees for international MasterCard transactions. Any transactions between Merchant and a MasterCard cardholder outside the United States will be assessed an additional fee, which will be displayed as a separate item on Merchant's monthly statement.

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**SITE SURVEY**

**BUSINESS DBA NAME:** \_\_\_\_\_

SITE INSPECTION INFORMATION (To be completed by Sales Representative)		
Location Type: <input type="checkbox"/> Retail Store Front <input type="checkbox"/> Restaurant <input type="checkbox"/> Hotel / Lodging <input type="checkbox"/> Office Building <input type="checkbox"/> Industrial Building <input type="checkbox"/> Residence <input type="checkbox"/> Commercial <input type="checkbox"/> Other:		
Merchant: <input type="checkbox"/> Owns <input type="checkbox"/> Leases premises	Landlord Name:	Landlord Phone:
Does business appear legitimate? <input type="checkbox"/> Yes <input type="checkbox"/> No	By the signature below, signatory verifies that (i) she/he has physically inspected the Business Premises; and (ii) the information stated in this Agreement is correct to the best of her/his knowledge and as represented by her/his MERCHANT.	Signature of Sales Representative _____ Print Name _____ Date _____
Is business open and operating? <input type="checkbox"/> Yes <input type="checkbox"/> No		
Is photo included with application? <input type="checkbox"/> Yes <input type="checkbox"/> No		
Are MasterCard and Visa decals visible? <input type="checkbox"/> Yes <input type="checkbox"/> No		
Is inventory sufficient for business type? <input type="checkbox"/> Yes <input type="checkbox"/> No		
Any mail/telephone order sales activity? <input type="checkbox"/> Yes <input type="checkbox"/> No		
Are goods and services delivered at time of sale? <input type="checkbox"/> Yes <input type="checkbox"/> No		

**BUSINESS DESCRIPTION PROFILE**

**Description of product or services provided:**

**How will the product be advertised or promoted?**

**If advertised on the Internet, please provide the web page address (URL):**

PLEASE PROVIDE MARKETING MATERIALS, OR A PRINT OUT OF YOUR WEB SITE, THAT CLEARLY SHOW PRODUCTS/SERVICES WITH PRICING.

**Does Merchant use a fulfillment house?**  Yes  No

**Was the fulfillment house inspected?**  Yes  No

**What is your REFUND POLICY? Is there a restocking fee?**

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**FREE! Wireless Terminal Placement Program**



**NURIT 8000 GPRS  
SECURE TERMINAL**

The NURIT 8000 is a flexible, lightweight, handheld terminal that enables fast, secure, error-free transactions for on-the-go merchants.

This Agreement is a contract between the Merchant named below and Total Merchant Services, Inc. ("TMS").

Merchant has accepted the Nurit 8000 GPRS Secure Terminal (the "Equipment"), and acknowledges that its initial use of the Equipment shall serve as confirmation that it has been presented with, and has read, understands and agrees to be bound by the APRIVA End-User Airtime Agreement. Merchant will receive a copy of such End-User Airtime Agreement with the welcome kit sent to Merchant by TMS.

Merchant agrees that the Equipment is the property of TMS, 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 TMS. If the Equipment is not returned within ten (10) days, Merchant agrees to pay the equipment value (\$750). In addition, Merchant agrees to be responsible for any damage to the Equipment as a result of misuse or negligence.

Merchant agrees to indemnify and hold TMS 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 TMS agrees to free overnight delivery of replacement equipment, fully programmed and ready to use, up to but not exceeding twice yearly, and that each additional incident will incur a fee of (\$99).

The use of the Equipment will be subject to the availability of certain wireless related service, and will be subject to certain legal and regulatory requirements and/or third party license and use restrictions.

By signing below, Merchant understands that this Agreement constitutes a legal contract which binds Merchant.

**Merchant Owner/Partner/Officer:**

\_\_\_\_\_ \_\_\_\_\_ \_\_\_\_\_ \_\_\_\_\_  
Print Name Title Signature Date

The undersigned, who will derive a benefit by the entering into of the above Agreement between Merchant and TMS, herby guarantee to TMS, and to its successors and assigns, the full, prompt and complete performance of Merchant and all of Merchant's obligations under this Agreement. The undersigned, by signing below, agree to be bound by the Agreement and this Guaranty.

\_\_\_\_\_ \_\_\_\_\_ \_\_\_\_\_  
Personal Guarantor Printed Name Personal Guarantor Signature Date

Merchant's Email or Fax: \_\_\_\_\_