



MAIL OR TELEPHONE ORDER SALES				
(Complete if your sales are generated by mail, telephone or Internet orders, or if your product is not delivered at the point of sale.)				
NAME OF FULFILLMENT HOUSE (IF ANY)		DELIVERY TIME FRAME	IF USING A FULFILLMENT HOUSE, WHO OWNS THE MAJORITY OF THE INVENTORY? <input type="checkbox"/> MERCHANT <input type="checkbox"/> FULFILLMENT HOUSE	
FULFILLMENT HOUSE — STREET ADDRESS		CITY	STATE	ZIP
BANK REFERENCES (attach separate sheet with trade references if applicable)				
BANK NAME (Please attach preprinted voided check.)		TRANSIT ROUTING # (ABA #)	ACCOUNT NUMBER	
ADDRESS		CITY	STATE	ZIP
IF THE MERCHANT HAS PREVIOUSLY ACCEPTED CREDIT CARDS, THE LAST 3 MONTHS* MERCHANT STATEMENTS MUST BE PROVIDED				
CURRENT CREDIT CARD PROCESSING BANK, IF APPLICABLE		REASON FOR LEAVING CURRENT PROCESSOR (IF APPLICABLE)		
BANK OR PROCESSOR NAME:				
CITY	STATE	ZIP	CONTACT	PHONE
HAVE ANY OF THE PRINCIPALS EVER FILED FOR BANKRUPTCY? FIRST PRINCIPAL <input type="checkbox"/> YES <input type="checkbox"/> NO IF YES, STATE:		CHAPTER FILED:	DATE:	
SECOND PRINCIPAL <input type="checkbox"/> YES <input type="checkbox"/> NO IF YES, STATE:		CHAPTER FILED:	DATE:	
HAVE ANY OF THE PRINCIPALS EVER MANAGED OR OWNED ANOTHER BUSINESS THAT ACCEPTED CREDIT CARDS?				
FIRST PRINCIPAL <input type="checkbox"/> YES <input type="checkbox"/> NO IF YES, BUSINESS NAME:		CITY/STATE		
SECOND PRINCIPAL <input type="checkbox"/> YES <input type="checkbox"/> NO IF YES, BUSINESS NAME:		CITY/STATE		

THIS MERCHANT APPLICATION AND AGREEMENT (this "Agreement") is entered into by and between First Data Merchant Services Corporation ("FDMS"), for itself and on behalf of JPMorgan Chase Bank, N.A. and the Merchant identified in this Agreement. Under the terms of this Agreement, FDMS will be the sole provider to Merchant of the services necessary to authorize, process and settle all of Merchant's credit and debit card transactions set forth in Schedule A to this Agreement. If a third party referred you to us for the services provided under this Agreement, such third party may be party to the Agreement, but has no rights with respect to Merchant except as provided in such third party's agreement with us.

**FOR MERCHANT AND INDIVIDUAL GUARANTORS** – As the person signing below on behalf of the business designated on the above Application ("Merchant"), I certify that I am an owner, partner or officer of the Merchant and have been duly authorized to sign this Merchant Application and Agreement on behalf of the Merchant. Merchant and each guarantor signing below ("Guarantor") hereby acknowledge that they have each received and read (1) Terms and Conditions for Merchant Agreement, (2) Schedule A (Pricing) and (3) the Operating Guides - Retail and Mail Order/Telephone Order/Internet Transactions. Merchant agrees to be bound by the terms and conditions contained in those documents, and each Guarantor hereby agrees to be bound as a Guarantor of the Merchant's obligations under this agreement, according to the Personal Guaranty contained in the Terms and Conditions for Merchant Agreement. Merchant hereby authorizes FDMS to credit and debit Merchant's designated bank account(s) in accordance with this Agreement. Merchant represents and warrants that all information on this Application, and the related information submitted in conjunction with the Application, is true, complete and not misleading. The Application now belongs to FDMS. Merchant understands that the application fee is non-refundable. Merchant, each Owner/Officer and each Guarantor hereby authorizes and agrees that FDMS, or its designee, may investigate and verify the credit and financial information of Merchant, each Owner/Officer and any individual Guarantor and may obtain consumer and commercial credit reports on the Guarantors, Owners/Officers and Merchant from time to time. If the Application is approved, subsequent consumer and business credit reports may be required or used in connection with the maintenance, updating, renewal or extension of the Agreement. The Merchant, Owners/Officers and each Guarantor agrees that all business references, including banks, may release any and all credit and financial information to FDMS. ANY UNILATERAL ALTERATION, STRIKEOVER OR MODIFICATION TO THE PREPRINTED TEXT OR LINE ENTRIES OF THIS MERCHANT APPLICATION AND LEGAL AGREEMENT SHALL BE OF NO EFFECT WHATSOEVER, AND AT FDMS' SOLE DISCRETION, MAY RENDER THIS MERCHANT APPLICATION INVALID.

**MERCHANT:**

BUSINESS LEGAL NAME \_\_\_\_\_

By: \_\_\_\_\_  
Individual Signature (#1 from application)

By: \_\_\_\_\_  
Individual Signature (#2 from application)

Title: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

Print Individual Name: \_\_\_\_\_

Print Individual Name: \_\_\_\_\_

**GUARANTORS:**

\_\_\_\_\_  
Individual Signature

\_\_\_\_\_  
Individual Signature

Print Guarantor Name: \_\_\_\_\_ Date: \_\_\_\_\_

Print Guarantor Name: \_\_\_\_\_ Date: \_\_\_\_\_

**For FDMS to request an American Express Number on behalf of the merchant through the AMEX ESA Program:** By signing below, I represent that the information I have provided on the Application is complete and accurate and I authorize American Express Travel Related Services Company, Inc. ("American Express") to verify the information on this Application and to receive and exchange information about me, including, requesting reports from consumer reporting agencies. If I ask American Express whether or not a consumer report was requested, American Express will tell me, and if American Express received a report, American Express will give me the name and address of the agency that furnished it. I understand that upon American Express' approval of the business 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 business entity along with a Welcome Letter. By accepting the American Express Card for the purchase of goods and/or services, you agree to be bound by the Terms and Conditions.

**For FDMS to request a Discover Number on behalf of the merchant through the Discover Program:** Client acknowledges that by accepting a Discover card for payment, Client agrees to the terms and conditions of Discover Business Services ("Discover"). Such terms and conditions will be sent to Client by Discover.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

AMEX Volume: \_\_\_\_\_ Rate/Monthly Fee: \_\_\_\_\_

APPROVED:

**First Data Merchant Services Corporation, for itself and on behalf of JPMorgan Chase Bank, N.A.**

By: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_