total merchant services
set your business free

| Primary Sales Partner Name and Number: |
| Sub Sales Partner Name and Number: |

BUSINESS INFORMATION

Business LEGAL Name:

Taxpayer Identification Number: (9 digits)

Email Address (Required):

Business DBA (If different from legal name):

Business Mailing Address:

Business Physical Location Address:

City, State, ZIP:

City, State, ZIP:

Contact: (First)   (M.I.)   (Last)

Business Phone Number:

FAX Number:

OWNERSHIP / GUARANTOR INFORMATION

Owner / Partner / Officer: (First)   (M.I.)   (Last)

Social Security #:

Ownership Percentage: Mobile Number (Required):

Home Phone Number:

Date of Birth:

Home Address:

City, State, ZIP:

MERCHANT PROFILE

Type of Ownership:

Sole Proprietorship   Corporation   Limited Liability Company (LLC)   Partnership   Non-Profit

Type of Business:

Retail   Restaurant   Internet   MOTO

Type of Goods and Services Sold:

For card not present merchants (MOTO) please provide marketing materials and web address: WWW._____

Average Ticket:
$_____

Maximum Ticket:
$_____

Average Monthly Volume:
$_____

Swiped / Keyed Percentage (must total 100%):

Swiped Percentage _____ %   Keyed Percentage _____ %

Have you ever processed payment cards before?

Yes   No   If yes, with whom?_____   Reason for leaving? _____

Have you ever been terminated by a payment processor?

Yes   No

BANK ACCOUNT INFORMATION

Please provide a voided check

Routing Number:

Bank Account Number:

Bank Name:

Bank Phone Number:

IMPORTANT INFORMATION

For "Member" Bank: HSBC Bank USA, National Association, Merchant Support Group, P.O. Box 3263, Buffalo, New York 14240   (716) 841-6360

For "TMS":   255 Gold Rivers Court - Third Floor, Basalt, CO 81621

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 Merchant on pertinent Visa Operating Regulations with which the Merchant must comply
4.   The Visa Member is responsible for and must provide statement funds to the Merchant
5.   The Visa Member is responsible for all funds held in reserve that are derived from the settlement

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 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 these specific responsibilities.

SCHEDULE OF FEES

Qualified Discount Rates	Assessments	Account Servicing	
_____ % **Visa / MC / Discover / PIN Debit**	_____ **0.1100** % **Visa**	_____ **Monthly Minimum**	
_____ % **Other:** _____	_____ **0.1100** % **MasterCard**	_____ **Monthly Service Charge**	
Surcharge	_____ **0.1050** % **Discover**	_____ **Compliance Program***	
_____ **Partially Qualified**	**Pass-Thru Fees and Access**	_____ **Monthly Debit Service Fee**	
_____ **Non-Qualified**	$0.0195 _____ **Visa - Credit**	_____ **Termination Fee**	_____ **Annual Fee**
Communication	$0.0155 _____ **Visa - Debit**	**Monthly**	**Per Transaction**
_____ **Visa / MC / Discover / AMEX**	$0.0185 _____ **MasterCard**	_____ **Internet Gateway**	_____ **Internet Gateway**
_____ **PIN Debit**	_____ **Batch Deposit**	$0.0185 _____ **Discover**	_____ **Wireless****	_____ **Wireless**
Interchange	Visa FANF & MasterCard ALF fees based on business type and volume processed.	**Statement** (Select both if desired)	
_____ **Visa / MC / Discover Credit**		**U.S. Mail Statement** ($2) **Online eStatement** ($0)	
_____ **Visa / MC / Discover Debit**			

* Compliance Program Fee waived for first 12 months   ** Wireless Fee per terminal

SIGN HERE ▶   _____
Signature, Principal or Corporate Officer   Date

PLACEMENT / (RENTAL*) INFORMATION

Hypercom: ☐
☐ w/ External PIN Pad ☐ Check Imager

Other:
☐ Wireless ☐ Payment Jack * Qty:_____

Shipping (standard 2 day):
☐ Overnight ☐ Priority ☐ Saturday

Ship To:
☐ Merchant Physical ☐ Sales Partner ☐ Special *

REPROGRAM INFORMATION

Hypercom:
☐ T7 Plus ☐ T4100 ☐ T4220 ☐ M4230

Verifone:
☐ 3740 / 3740DC ☐ 3750 / 3750DC
☐ Vx510 / 3730 ☐ Vx510LE / 3730LE ☐ Vx570 / Vx570DC Qty:_____

Nurit:
☐ 8000GPRS ☐ 8320 ☐ 8020

Swap out existing PIN Pad:
☐ Yes ☐ No _____

FEATURE INFORMATION

Terminal Features:
☐ No-Tips Retail / Restaurant: AutoBatch Time: _____
☐ Tips Retail / Restaurant ☐ Lodging ☐ MOTO ☐ Special *

Configuration:
☐ Dial Config. ☐ IP Config.

Internal Debit:
☐ Yes ☐ No

Fanminder Offers:
☐ Yes $ _____ per month

*a rental terminal or selecting these features requires completion of the APPLICATION ADDENDUM FOR SPECIAL REQUESTS

CARDS TO BE ACCEPTED

Debit Service

Check all that you DO NOT want to accept: ☐ Visa Check ☐ Debit MasterCard

American Express

☐ New Setup ☐ Existing   Account # _____ (10 digits)

By signing this application 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 America Express Travel Related Services Company, Inc. ("American Express") to verify the information in this application and receive in 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.

REQUIRED SIGNATURES

All information contained in this application was completed, supplied and/or reviewed by the undersigned Merchant, and all information provided herein is true, complete, and accurate. Total Merchant Services, Inc. ("TMS") and HSBC Bank USA (the "Member Bank" and, collectively with TMS, the "Servicers") shall not be responsible for any change in printed terms unless specially agreed to in writing by an officer of each Servicer. By signing below you are agreeing to the provisions stated within this merchant application, and have acknowledged receipt and have read the Merchant Credit Card Processing Agreement (the "Merchant Agreement"). Those provisions must be read before signing. By signing below you agree to the terms and conditions contained in the merchant application and the Merchant Agreement. The indicated officers below have the authorization to execute the Merchant Agreement on behalf of the here within named business. MERCHANT UNDERSTANDS THAT THE MERCHANT AGREEMENT WILL NOT TAKE EFFECT UNTIL MERCHANT HAS BEEN APPROVED BY SERVICERS AND A MERCHANT NUMBER HAS BEEN ISSUED. Merchant authorizes Servicers 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 the Servicers are authorized to perform such functions under the Merchant Agreement, for the purposes set forth in the Merchant Agreement. This authorization extends to the entire amount in said account from time to time, and includes without limitation amounts due to and/or owed by Merchant under the Merchant Agreement, lease, rental, or purchase agreements for POS (Point of Sale) terminals and accompanying equipment and check guarantee fees and amounts due for supplies and materials. The Automated Clearing House authorization cannot be revoked until all Merchant obligations under the Merchant Agreement are satisfied, and Merchant gives Servicers written notice of revocation. An investigative or credit report may be made in connection with the application. Merchant authorizes Servicers and/or any of their agents to investigate the references provided or any other statements or data obtained from Merchant, or from any credit or financial investigative agencies. Merchant has a right, upon written request, to a complete and accurate disclosure of the nature and scope of the investigation requested. A complete copy of your Merchant Agreement can be obtained at the following URL:

IN ORDER TO DISPUTE ANY CHARGE OR FUNDING, MERCHANT MUST NOTIFY SERVICERS IN WRITING WITHIN 30 DAYS OF THE DATE OF THE STATEMENT WHERE SUCH CHARGE OR FUNDING APPEARS OR SHOULD HAVE APPEARED. THE LIABILITY OF SERVICERS IS LIMITED UNDER THE MERCHANT AGREEMENT. THE MERCHANT AGREEMENT CONTAINS MANDATORY PROCEDURES FOR RESOLVING DISPUTES. ARBITRATION IS REQUIRED IN ALL BUT CERTAIN LIMITED CIRCUMSTANCES, AND PURSUING CLAIMS ON A CLASS-WIDE BASIS IS PROHIBITED. Please review the Merchant Agreement for further details.

Merchant Advantage Program: All new merchants are automatically enrolled in a three month free trial of our Merchant Advantage Program. Merchants who choose to remain in this program will be charged a monthly fee of $9.95 plus $4.95 for each additional terminal following the free trial period. Merchants may opt out of this program at any time. For details please visit www.myaccountadvantage.com

SIGN HERE ▸ _____
Signature Principal or Corporate Officer   Print Name   Date

(Stamped signatures not accepted)

As a primary inducement to Servicers to enter into the Merchant Agreement, the undersigned Guarantor(s), by signing below, 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 to Servicers under the Merchant Agreement or any other agreement currently in effect or in the future entered into between Merchant or its principals and Servicers, as such agreements now exist or are amended from time to time, with or without notice. Guarantor(s) understands further that Servicers may proceed directly against Guarantor(s) without first exhausting their remedies against any other person or entity responsible to them or any security held by Servicers or Merchant. This guarantee 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 any successor of Servicers. Guarantor(s) understand that the inducement to Servicers to enter into the Merchant Agreement is consideration for this guaranty, and that this guaranty remains in full force and effect even if Guarantor(s) receive no additional benefit from this guaranty. An investigative or credit report of Guarantor(s) may be made in connection with this application. Guarantor(s) authorize Servicers and/or any of their agents or designees to investigate the references provided or any other statements or data obtained from Guarantor(s), or from any credit or financial investigative agencies. Guarantor(s) have a right, upon written request, to a complete and accurate disclosure of the nature and scope of the investigation requested.

SIGN HERE ▸ _____
Signature, an Individual   Print Name   Date

(Stamped signatures not accepted)

Internal Use Only

Placement / Rental Plan	☐ 100 UF ☐ WUF	Reprogram / Software Plan	☐ 100 UF ☐ WUF ☐ 70 / 30 ☐ NL		Other ☐ NDF

Signed for Total Merchant Services: _____ **Print Name:** _____ **Title:** _____ **Date:** _____

Signed for Global Direct / Member: _____ **Print Name:** _____ **Member Name:** HSBC Bank USA, National Assoc. **Date:** _____