



MERCHANT APPLICATION AND AGREEMENT



Sales Partner ID#:	Representative Name:	Representative ID#:
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New Account Additional Location Main Location MID

1. BUSINESS INFORMATION

<input type="checkbox"/> Sole Prop.		<input type="checkbox"/> Partnership		<input type="checkbox"/> Public Corp.		<input type="checkbox"/> Private Corp.		<input type="checkbox"/> LLC/LLP		<input type="checkbox"/> Non-Profit		State Filed:	
Business Name (DBA – doing business as):						Legal Business Name							
Location/Shipping Address						Corporate/Billing Information							
Business Address (No P.O. Box)						Mailing Address:							
City		State		ZIP		City		State		ZIP			
Telephone		Facsimile				Telephone		Facsimile					
Business Start Date (MM/YY)			Number of Locations			Federal Tax ID			Customer Service Telephone				
Contact Person				Contact E-Mail:				Web Site Address					
Description of Products/Service:				Card Holder Descriptor (21 Characters):				Do you currently accept Visa/MasterCard/Discover Network? <input type="checkbox"/> Yes <input type="checkbox"/> No (if yes, attach 3 months recent statements)					
Has the business or any Associated Principal been terminated as a Visa/MasterCard/Discover Network Merchant? <input type="checkbox"/> No <input type="checkbox"/> Yes If Yes, please provide date:						Has Merchant or any Associated Principal disclosed above filed for bankruptcy or been subject to an involuntary bankruptcy? <input type="checkbox"/> No <input type="checkbox"/> Yes							
Do you have a refund policy for Visa/MasterCard/Discover/American Express Network? Is the refund policy in writing that is obvious to the cardholder/customer? <input type="checkbox"/> Yes <input type="checkbox"/> No Please describe refund policy.													

2. OWNERS/OFFICERS (Must reflect ownership of 50% or more)

Name		Title		Equity / Ownership %	
Date of Birth		Driver's License Number / State		Social Security Number	
Home Address		City / State / ZIP		Home Telephone	
Name		Title		Equity / Ownership %	
Date of Birth		Driver's License Number / State		Social Security Number	
Home Address		City / State / ZIP		Home Telephone	

3. PROCESSING VOLUME (Visa®, MasterCard® and Discover® Network)

Average Ticket		Highest Ticket Amount		Average Monthly Volume	
\$		\$		\$	
Percent of Business (MUST = 100%)		Sales Method (MUST = 100%)			
% Card Swiped		% Store Front		% Internet Services	
% Keyed with Imprint		% Trade Show		% MOTO (Mail/Telephone order)	
% Keyed without Imprint		% Off Premise		% Other, specify:	

List ALL third parties who have access to cardholder data:

4. TRADE REFERENCES

Trade Name		Company		Telephone	
Bank Name		Company		Telephone	

5. BANKING INFORMATION

*****ATTACH A VOIDED CHECK FROM ACCOUNT*****

Banking Contact		Bank Telephone	
Routing Number		Account Number	

6. ASSOCIATION DISCLOSURE (Member Bank: Woodforest National Bank, P.O. Box 8339, The Woodlands, TX 77380 (800) 327-0093)

Merchant understands and agrees to the following language regarding responsibilities: (1) A VISA member is the only entity approved to extended acceptance of VISA products directly to a merchant. (2) A VISA member must be a principal (signer) to the Merchant Agreement. (3) Woodforest National Bank is responsible for and must provide settlement funds to the merchant. (4) Woodforest National Bank is responsible for all funds held in reserve that are derived from settlement. (5) Woodforest National Bank is responsible for educating merchants on pertinent VISA International Operating Regulations with which merchants must comply. **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 the Merchant Agreement. (4) Comply with VISA International Operating Regulations. (You may download "VISA Regulations" from VISA's website at: http://usa.visa.com/merchants/operations/op_regulations.html. You may download "MasterCard Regulations" from MasterCard's website at: <http://www.mastercard.com/us/merchants/support/rules.html>). **The responsibilities listed above do not supersede the terms of the Merchant Agreement and are provided to ensure the merchant understands some of the important obligations of each party and that the VISA Member – Woodforest National Bank – is the ultimate authority should the Merchant have any problems.**

Merchant Signature		Merchant Name		Merchant Title		Date	
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7. EQUIPMENT DETAILS

Terminal Provided by: Paysafe Merchant Sales Partner Ship to: Merchant Sales Partner
 Paysafe to Build Terminal Download File: Yes No Build Stage Only File: Yes No Paysafe to Conduct Training: Yes No

<input type="checkbox"/> Reprogram <input type="checkbox"/> New	Type	Quantity	Programming:
Terminal model			Existing manual imprinter? <input type="checkbox"/> Yes <input type="checkbox"/> No Number of imprinter plates ____ <input type="checkbox"/> Gift Cards <input type="checkbox"/> Purchase Cards <input type="checkbox"/> Retail <input type="checkbox"/> Retail with tips <input type="checkbox"/> Lodging MOTO (AVS Required) <input type="checkbox"/> Address Verification Service (AVS) <input type="checkbox"/> 4-Digit Verification <input type="checkbox"/> Invoice # <input type="checkbox"/> Server ID <input type="checkbox"/> Dial Out Code: _____ Auto Batch Closing Time: <input type="checkbox"/> Default 9:00PM Other: _____ <input type="checkbox"/> AM <input type="checkbox"/> PM Platforms: <input type="checkbox"/> Omaha <input type="checkbox"/> Nashville <input type="checkbox"/> North <input type="checkbox"/> TSYS <input type="checkbox"/> Bypass Communication: <input type="checkbox"/> Dial <input type="checkbox"/> Wireless* <input type="checkbox"/> IP* *Serial #: _____ SIM #: _____
Internet Gateway			
Software / PC Model			
PIN Pad			
Check Reader			
Printer			
Other			

Special Requests:

Leasing: First Data Global Leasing *(This is a non-cancelable lease for the full term indicated)*
 Lease Term: _____ months Annual Tax Handling Fee: \$30.20 *Applicable only in states with Property Tax.
 Total Monthly Lease Payment: \$ _____ without taxes, fees or other charges that may apply. See Lease Agreement on Page 12 of the Terms and Conditions for details. Equipment Description: _____ Quantity: _____

8. ACH PROCESSING

Methods used for ACH Authorization: (Total must equal 100%)		Products are Sold To: (Total must equal 100%)	
Written Contract _____% Attach a copy of the written contract	Internet Initiated _____% URL of payment Page: _____	Consumers _____%	Businesses _____%
Telephone Initiated _____% Inbound, Outbound, Attach a copy of call script		Total Consumer Base (Current):	
Current Monthly Sales	Average Transaction Amount	Estimated Transactions Per Month:	
Estimated Returns Per Month	Estimated Returns Per Month	Estimated Monthly Credits	
Transaction Fee..... \$ _____	Have you previously processed ACH transactions? <input type="checkbox"/> No <input type="checkbox"/> Yes		
Returned Item Fee..... \$ _____	If yes, please provide the name of processor and reason for leaving:		
Overdraft Fee..... \$ _____	Gateway Setup Fee:	\$ _____	
Discount Fee..... \$ _____	Monthly Gateway Fee:	\$ _____	
Monthly Minimum Fee \$ _____	Transaction Fee:	\$ _____	
Statement Fee \$ _____			

9. CHECK PROCESSING

<input type="checkbox"/> POS Guarantee Consumer Present Discount Rate _____% \$ _____ Mon. Service \$ _____ Return Fee \$ _____ Check 21+ Virtual Terminal \$ _____ (if applicable) Payroll Cashing Option Guarantee: Add 3% premium to discount rate Non-Guarantee: Add 1% premium to discount rate.	<input type="checkbox"/> Remote Guarantee Face-to-Face Transaction Fee _____ Mon. Minimum \$ _____ Mon. C21 Access \$ 5.00	<input type="checkbox"/> POS Non-Guarantee Consumer Present Discount Rate _____% Mon. Service \$ _____ Return Fee \$ _____ Check 21+ Virtual Terminal \$ _____ (if applicable) For all Check 21+ program types: For Non-Guarantee Checks \$10,000 and greater: Additional premium of .10% (ten basis points) will be applied. Merchant must retain check	<input type="checkbox"/> Remote Non-Guarantee Transaction Fee \$ _____ Mon. Minimum \$ _____ Mon. C21 Access \$ 5.00
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Merchant hereby accepts all terms and conditions of this agreement for ACH Processing (Please refer to Page 10 of the Terms and Conditions). Initials: _____

10. VISA, MASTERCARD AND DISCOVER NETWORK ACCEPTANCE

Accept all VISA, MasterCard, Discover Network and American Express Transactions (presumed, unless any section below are checked)
 Accept VISA Credit transactions ONLY Accept VISA Non-PIN Debit transactions ONLY Accept MasterCard Credit transactions ONLY
 Accept MasterCard Non-PIN Debit transactions ONLY Accept Discover Network Credit transactions ONLY Accept Discover Network Non-PIN Debit transactions ONLY

14. MERCHANT ACCEPTANCE

I. This Merchant Application and Agreement contains four (4) pages and the Terms and Conditions ("Terms and Conditions"), Lease Terms and Conditions when leasing equipment through First Data Global Leasing (FDGL), and one (1) additional Merchant ACH Agreement are hereby incorporated by reference and are available online at <http://www.merituspayment.com/forms/MPS20120109>. Each person signing below certifies that all information provided in this application is true, correct, and complete, and each person agrees to be bound by all provisions set forth in this four (4) page document and the Terms and Conditions available online. Each principal authorizes the Bank or any credit reporting agency employed by the Bank or any agent of the Bank, to make whatever inquiries the Bank deems appropriate to investigate, verify or research references, statements or data obtained from Merchant for the purpose of this application or any application for accompanying POS terminal(s) or equipment financing. An additional copy of the Terms and Conditions will be sent to the business entity indicated above along with the welcome letter upon approval of such business entity to accept payment cards by Woodforest National Bank. Monthly statements shall also be sent to the address provided. MERCHANT agrees to promptly notify BANK in the event the Terms and Conditions, the Welcome Letter or any monthly statement is not received. For detailed information related to the termination rights and obligations set forth in this Agreement, see Sections 2.14, 2.15, 2.17, 2.24, 2.27, 2.30, 2.35, 7.2, 7.3, Section 8 in its entirety, 10.12, and 10.16. This signature page also serves as a signature page to the Lease Agreement. If selected, the undersigned merchant being the "Lessee" for purposes of such Lease Agreement.

Merchant hereby authorizes Global eTelecom, Inc (GETI) in accordance with this merchant agreement to initiate debit/credit entries to merchant's checking account, as indicated per the attached copy of a voided check from same. The authority is to remain in full force and effect until (a) GETI has received written notification from merchant of its termination in such a manner as to afford GETI reasonable opportunity to act on it, and (b) all obligations of merchant to GETI that have arisen under this agreement have been paid in full.

Notice: All information contained on this application was completed by owners and/or officers of merchant and they warrant that all check information and sales volume indicated throughout this application are accurate and acknowledge that any variance to this information could result in delayed and/or withheld settlement of funds. No blank spaces were left incomplete. N/A or none has been filled in any spaces where applicable. This agreement shall not be binding or take effect until merchant has been approved by a GETI officer and a merchant number has been issued with check limit.

Principal Signature	Principal Name	Title	Date
Principal Signature	Principal Name	Title	Date

SIGN HERE

SIGN HERE

II. **Personal Guaranty.** The undersigned Guarantor(s) hereby, individually, agree to the terms set forth in section 2.35 of the Terms and Conditions. The undersigned Guarantors further agree to pay to the BANK all expenses (including attorney fees and court costs) paid or incurred by the BANK in collecting such obligations and in enforcing this Guaranty.

Guarantor Signature	Guarantor Name	Date
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SIGN HERE

FOR ALL MERCHANTS who are LLCs, Partnerships and/or Corporations

The indicated officers/partner identified signing above have the authorization to execute the Merchant Payment Card Agreement with Woodforest National Bank on behalf of the here within named corporation, LLC or partnership.

Signature	Secretary of the Board of Directors Name	Date
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15. SPECIAL REQUESTS

16. IRS REPORTING – BACKUP WITHHOLDING CERTIFICATIONS

TIN: _____ LEGAL NAME: (As shown on your income tax return) _____

- TAXPAYER I.D. NUMBER** - The Tax Payer Identification Number shown above (TIN) is my correct taxpayer identification number.
 - BACKUP WITHHOLDING** - I am not subject to backup withholding, either because I have not been notified that I am subject to backup withholding as a result of a failure to report all interest or dividends, or the IRS has notified me that I am no longer subject to backup withholding.
 - Exempt Recipients** - I am an exempt recipient under the Internal Revenue Service Regulations.
- SIGNATURE: I certify under penalties of perjury the statements checked in this section are true and accurate and that I am a U.S. citizen or other U.S. person.**

Principal Signature	Date
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SIGN HERE

17. Bank Acceptance – Internal Use Only

Woodforest National Bank Principal Signature	Date
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