



1081 Holland Drive, Boca Raton, FL 33487
Toll Free: (800) 793-3250 www.touchsuite.com

Main Location Other

Merchant Services Application & Agreement

Add'l Location Add-On (Renter)

App Date: _____

Agent ID#: _____

Agent Name: _____

Phone/Ext: _____

1a. BUSINESS / ORGANIZATION INFORMATION

Legal/Corporate Name: (filing name as shown on Income Tax Return) (hereinafter "Merchant")		Trading/DBA (Doing Business As) Name:	
Federal Tax ID: (as shown on Income Tax Return)		Entity Type: <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Corporation <input type="checkbox"/> LLC <input type="checkbox"/> Partnership <input type="checkbox"/> Tax Exempt (501c) <input type="checkbox"/> Other _____	
TIN Type: <input type="checkbox"/> SSN <input type="checkbox"/> EIN (Fed Tax ID)		<input type="checkbox"/> I certify that I am a foreign entity/nonresident alien (if checked, please attach IRS Form W-8)	State Registered:
The Merchant's Legal Name and Federal Tax ID Number shown on this application is the Merchant's correct taxpayer information on file with the IRS. NOTE: Failure to provide accurate information may result in a withholding of Merchant funding per IRS regulations. (See Part III, Section A.4 of your Program Guide for further information.)		Date Registered:	Initial Here

1b. BUSINESS / ORGANIZATION CONTACT AND LOCATION INFORMATION

Legal/Mailing Street Address:		Location Street Address (No P.O. Box):	
City:	State:	Zip Code:	City: State: Zip Code:
Customer Service Phone:	Customer Service Email:	Location Phone:	Location Fax:
Business Email Address:	Date Business Started:	Location # _____ of _____	
Business Website:	Contact Name:		Contact Cell/Alt Number:
Send Retrieval Requests to:	<input type="checkbox"/> Legal Address <input type="checkbox"/> Location Address	Contact Email Address:	
Send Merchant Monthly Statement to:	<input type="checkbox"/> Legal Address <input type="checkbox"/> Location Address		

2. BANK INFORMATION (A bank letter or voided check -NO starter checks- MUST be attached.)

Bank Name:	Phone:	Routing Number:	Account Number:
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3. OWNER / OFFICER INFORMATION (Equity ownership MUST be 51% or greater. If MORE than two owners are required, please attach additional page.)

Owner 1 Legal Name (First, MI, Last):	% Owned	Owner 2 Legal Name (First, MI, Last):	% Owned
Residential Street Address (No P.O. Box):	Home Phone #:	Residential Street Address (No P.O. Box):	Home Phone #:
City:	State:	Zip Code:	City: State: Zip Code:
Social Security Number:	Date of Birth:	Prior Bankruptcy?	Social Security Number: Date of Birth: Prior Bankruptcy?
		<input type="checkbox"/> No <input type="checkbox"/> Yes	<input type="checkbox"/> No <input type="checkbox"/> Yes
Driver's License Number:	State Issued:	Driver's License Number:	State Issued:

4. TRANSACTION INFORMATION

Do You Currently Accept Credit Cards?	Previous Processor:	Check Reason for Leaving: <input type="checkbox"/> Rate <input type="checkbox"/> Service <input type="checkbox"/> Terminated	
<input type="checkbox"/> No <input type="checkbox"/> Yes		<input type="checkbox"/> Other:	
Where is Sale Transacted? (Must = 100%)	Gross YEARLY Sales Volume (Cash+Credit+Debit+Check):	Highest TICKET Amount:	
Store Front/Swiped: _____%			
Internet: _____%	Average YEARLY MC/Visa/Discover Network Volume:	Average TICKET MC/Visa/Discover Network:	
Mail Order: _____%			
Telephone Order: _____%	Average YEARLY American Express Volume:	Average TICKET American Express:	
Total: 100%			
Detailed Explanation of Type of Merchandise, Products, or Services Sold:	*SIC/MCC:	IATA/ARC:	(MCC 4722 Only)

Note: *If your business is classified as High Risk and assigned (or is later assigned based upon your business activity) any of the following Merchant Category Codes (MCC): 4814, 5966, 5967, 7272, and 7841¹, then registration is required with Visa and/or MasterCard within 30 days from when your account becomes active. An Annual Registration Fee of \$500 may apply for Visa and/or MasterCard (total registration fees could be \$1,000). Failure to register could result in fines in excess of \$10,000 for violating Visa and/or MasterCard regulations².

¹Registration for MCC 7841 is only required for non-face-to-face adult content.

²Information herein, including applicable MCCs, is subject to change.

5a. EQUIPMENT DETAILS (Please attach additional sheet for more terminals.)

(R)eprogram (V)alue Program	(F)ree/EUF (P)urchase	(L)ease	Equipment Type/Model and Quantity (i.e. Terminal/POS/PINpad)			Comm Type Dial/IP/GPRS	PIN Debit? (PINpad Req.)	Auto Close Time AM/PM	Other Special Features (CVV2/AVS/EMV/Fraud1)
R	F	V	P	L					
R	F	V	P	L					
R	F	V	P	L					
R	F	V	P	L					
R	F	V	P	L					
R	F	V	P	L					

5b. FIRST DATA GLOBAL LEASING (FDGL) - Terminals ONLY - Lease MUST be indicated for the above equipment via circling "L".

LEASE COMPANY: (04) First Data Global Leasing

Lease Term: _____ Months

Annual Tax Handling Fee (required; select one)
 \$30.20 AL, AR, CA, CT, GA, IN, KY, LA, MS, MO, NE, NV, MN, NC, OK, OR, RI, SC, TN, TX, VT, VA, WA, WV, WI, WY
 \$10.20 All other States

Total Monthly Lease Charge \$ _____ **Total Cost to Lease (without tax) \$** _____

(w/o taxes, late fees, or other charges that may apply - See Lease Agreement in Program Guide for details. This is a non-cancelable lease for the full term indicated.)

Option to purchase: If you wish to buyout the equipment, please contact 877-257-2094 to obtain the cost.

Address: _____ City: _____ State: _____ Zip Code: _____

6. CARDHOLDER DATA STORAGE COMPLIANCE

Do you use any third party to store, process, or transmit cardholder data? No Yes

If yes, identify the Third Party Processor used:
 None Yahoo Authorize.net Verifone Merchant Link Shift 4 Apriva
 FIS Six Payment Services Corp Verisign Other:

7. COMPLETE IF ANY OF YOUR SALES ARE GENERATED THROUGH MAIL/TELEPHONE/INTERNET

Who owns the product? Merchant Vendor Description of product sold: _____

List the name(s) of vendors from which the product is purchased: _____

How do you advertise? TV/Radio Catalog/Direct Mail Internet (list web page address): www. _____

How does the customer order the product? Phone Mail Fax Website Do customers sign a service agreement? No Yes What is the time frame for the service agreement? Monthly Quarterly Yearly Other: _____

Name of Fulfillment House (if any): _____ Have you inspected? No Yes Date inspected: _____

Are your customers required to leave a deposit? No Yes Deposit % Required: _____ Delivery Time Frame (in days): 0-2 3-7 8-14 15-30 30+ What shipping providers do you use? _____

When you receive an authorization, how long before the merchandise is shipped? _____ What geographic areas will the product be marketed and sold? _____

What is your return or refund policy? Full Exchange None Other Explain Other: _____

8a. PROPERTY INFORMATION

Own Lease Office Building Warehouse Residence Storefront Other: _____

Landlord Name: _____ Landlord Phone: _____ Lease Term (in months): _____ Start Date: _____

8b. SITE SURVEY REPORT (To Be Completed by Agent)

I hereby verify that this application has been fully completed by Merchant Applicant and that I have inspected the business premises of the Merchant at this address and the information state above is true and correct to the best of my knowledge and belief.

Verified and Inspected by (Print Name): _____ Representative Signature: _____ Date: _____

9. VENDOR REFERENCES

Vendor 1 - Business Name: _____ Contact Name: _____ Phone: _____

Vendor 2 - Business Name: _____ Contact Name: _____ Phone: _____

10. ACCEPT ALL MASTERCARD, VISA, DISCOVER NETWORK, AND American Express OptBlue® TRANSACTIONS (Presumed, unless any selections below are checked)

MasterCard Acceptance	Visa Acceptance	Discover Network Acceptance	AmEx Acceptance
<input type="checkbox"/> MC Credit Transactions	<input type="checkbox"/> Visa Credit Transactions	<input type="checkbox"/> Discover Network Credit Transactions	<input type="checkbox"/> American Express OptBlue® Credit Trans.
<input type="checkbox"/> MC Non-PIN Debit Trans.	<input type="checkbox"/> Visa Non-PIN Debit Trans.	<input type="checkbox"/> Discover Network Non-PIN Debit Trans.	

See Part II, Section 1.9 of the Program Guide for details regarding limited acceptance.

11. ADDITIONAL CARD TYPES (Additional fees may apply for these entitlements. Please see Pricing Schedule/Other Fees in Section 12 for details.)

American Express	Account / SE# (if existing):	Discount Rate (Based on Gross Sales Volume):
<input type="checkbox"/> American Express ESA/Pass Through ¹		
<input type="checkbox"/> Pass Through Applicable American Express Program Pricing ² :		Pass Through Applicable AMEX Program Pricing ONLY

¹American Express will either charge a Flat Fee of \$7.95 or Discount Rate and Transaction Fee directly to the Merchant.

²American Express OptBlue® Program Pricing includes program rates, which are available on the Interchange Qualification Matrix and American Express OptBlue Program Pricing Document and range from 1.60% - 3.70% + \$0.10 and vary based on a variety of factors including the qualification criteria met for each transaction. Processing fees for American Express card Transactions are the same for non-American Express card transactions, which are set forth in the Application (e.g., chargeback, authorization, address verification).

The 0.30% non-swiped fee is applied to any Charge for which American Express did not receive both (i) the full Magnetic Stripe and (ii) the indicator as to whether the Card swiped. 0.30% downgrade will be charged by American Express for transactions whenever a CNP or Card Not Present Charge occurs. CNP mean a Charge for which the Card presented at the point of purchase (eg., Charges by mail, telephone, fax, or the Internet). Note: The CNP fee is applicable to transactions made on all American Express including Prepaid Cards. This fee applies to all American Express programs.

Electronic Benefits Transfer (EBT):	PIN Debit:	Voyager:	Wright Express (WEX):
<input type="checkbox"/> Cash Benefits (SNAP) Account #:	<input type="checkbox"/> Add PIN Debit	<input type="checkbox"/> Add Voyager	<input type="checkbox"/> Add WEX
<input type="checkbox"/> Food Stamp	Requires PINpad		Separate WEX App Req.

12a. PRICING SCHEDULE

<input type="checkbox"/> Interchange Passthrough For Visa, MasterCard, and Discover Network ONLY Interchange Plus _____% Authorization Fee \$ _____		Discount Collected: <input type="checkbox"/> Daily <input type="checkbox"/> Monthly* *based on credit or previous processing 12b. OTHER FEES (if applicable) Account Setup Fee: \$ Annual Account Fee: \$ Monthly Statement Fee: \$ Monthly Minimum Discount Fee: \$ Monthly Access One Fee: \$ Monthly Poynt Access Fee: \$ Monthly Poynt Register Product Fee: \$ Monthly TouchSuite POS Access Fee: \$ Monthly Debit Network Access Fee: \$ Monthly Wireless Network Access Fee: \$ Monthly Internet Gateway Fee: \$ Monthly Clover Service Fee: \$ Wireless Activation Fee: \$ Internet Activation Fee: \$ Batch Header Fee: \$ Address Verification Fee: \$ Poynt Register Authorization Fee: \$ TouchSuite POS Authorization Fee: \$ PIN Debit Authorization Fee: \$ Wireless Authorization Fee: \$ Internet Authorization Fee: \$ American Express Authorization Fee: \$ Voice Authorization Fee: \$ EBT Authorization Fee: \$ Annual PCI Compliance Fee: \$ Monthly PCI Non-Compliance Fee: \$ Monthly PCI Liability Product (\$50K): \$ Chargeback Fee: \$ Retrieval Fee: \$ Enhanced Billback Discount Rate: _____% Voyager Discount Rate: _____% Minimum Early Termination Fee: \$
<input type="checkbox"/> Tiered Retail (if any % is Swiped) For Visa, MasterCard, and Discover Network ONLY Qualified CREDIT Discount Rate _____% Authorization Fee \$ _____ Qualified Signature DEBIT Discount Rate _____% Authorization Fee \$ _____ For details regarding mid and non-qualified surcharges, please see Part III, Section A.3 of your Program Guide. For purposes of this agreement, the mid-qualified surcharge is _____% (\$ _____ per \$100.00) + \$ _____. For purposes of this agreement, the non-qualified surcharge is _____% (\$ _____ per \$100.00) + \$ _____.	<input type="checkbox"/> Tiered MOTO/Internet (100% is Keyed Only) For Visa, MasterCard, and Discover Network ONLY Qualified CREDIT Discount Rate _____% Authorization Fee \$ _____ (AVS Required) Qualified Signature DEBIT Discount Rate _____% Authorization Fee \$ _____ (AVS Required) For details regarding mid and non-qualified surcharges, please see Part III, Section A.3 of your Program Guide. For purposes of this agreement, the non-qualified surcharge is _____% (\$ _____ per \$100.00) + \$ _____.	

13. ACCEPTANCE OF MERCHANT APPLICATION AND TERMS & CONDITIONS / MERCHANT AUTHORIZATION

Merchant certifies that all information set forth in this completed Merchant Processing Application & Agreement ("Application") is true and correct and that Merchant has received a copy of the Program Guide (Version TS1904ia) and Confirmation Page, which is part of this Application (consisting of sections 1-13), and by this reference incorporated herein. Merchant acknowledges and agrees that we, our Affiliates, and our third party subcontractors and/or agents may use automatic telephone dialing systems to contact Merchant at the telephone number(s) Merchant has provided in this Application and/or may leave a detailed voice message in the event that Merchant is unable to be reached, even if the number provided is a cellular or wireless number or if Merchant has previously registered a Do Not Call list or requested not to be contacted for solicitation purposes. Merchant hereby consents to receiving commercial electronic mail messages from us, our Affiliates and our third party subcontractors and/or agents from time to time. Merchant further agrees that Merchant 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 Section 4, Transaction Information 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 in the Third Party Section of the Program Guide, if selected, the undersigned Client being the "Lessee" for purposes of such Equipment Lease Agreement. By signing below, each of the undersigned authorizes TouchSuite®, our Affiliates and our third party subcontractors and/or agents to verify the information contained in this Application and to request and obtain from any consumer reporting agency and other sources, including bank references, personal and business consumer reports and other information and to disclose such information amongst each other for any purpose permitted by law. If the Application is approved, each of the undersigned also authorizes us, our Affiliates and our third party subcontractors and/or agents to obtain subsequent consumer reports and other information from other sources, including bank references, in connection with the review, maintenance, updating, renewal or extension of the Application or Agreement or for any other purpose permitted by law and disclose such information amongst each other. 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, our Affiliates and our third party subcontractors and/or agents. Each of the undersigned authorizes us, our Affiliates and our third party subcontractors, and/or agents to provide amongst each other the information contained in this Application and any information received subsequent thereto from all references, including banks and consumer reporting agencies for any purpose permitted by law. It our policy to obtain certain information in order to verify your identity while processing your account Application.

As part of our approval, processing services, continuing fraud prevention and account review processes, the undersigned consents to the use of information gathered online or that you submit to us, and/or automated electronic computer security screening, by us or our third party vendors.

By signing below, I represent that I have read and am authorized to sign and submit this application for the above entity which agree to be bound by the Acceptance Agreement ("Agreement"), and that all information provided herein is true, complete and accurate. I authorize TouchSuite® agents and Affiliates to verify the information in this application and receive and exchange information about me personally, including by requesting reports from consumer reporting agencies from time to time, and disclose such information to their agent, subcontractors, Affiliates and other parties for any purpose permitted by law. I authorize and direct TouchSuite® agents and Affiliates to inform me directly, or inform the entity above, about the contents of reports about me that they have requested from consumer reporting agencies. Such information will include the name and address of the agency furnishing the report. I am able to read and understand the English language.

Please read the American Express Privacy Statement at <http://www.americanexpress.com/privacy> to learn more about how AXPs protects your privacy and how AXP uses your information. I understand that I may opt out of marketing communications by visiting this website or contacting American Express at (800)-528-5200. I understand that in the event I decline to receive marketing communications from American Express, I may continue to receive messages from American Express regarding American Express services.

Merchant authorizes TouchSuite® and Bank and their affiliates to debit Client's designated bank account via Automated Clearing House (ACH) for costs associated with hardware, software and shipping. You further acknowledge and agree that you will not use your merchant account and/or the Services for illegal transactions, for example, those prohibited by the Unlawful Internet Gambling Enforcement Act, 31 U.S.C. Section 5361 et seq, as may be amended from time to time, or processing and acceptance of transactions in certain jurisdictions pursuant to 31 CFR Part 500 et seq. and other laws enforced by the Office of Foreign Assets Control (OFAC).

Merchant certifies, under penalties of perjury, that the federal taxpayer identification number and corresponding filing name provided herein are correct. Merchant agrees to all the terms of this Merchant Processing Application & Agreement. This Merchant Processing Application & Agreement shall not take effect until Merchant has been approved and this Merchant Processing Application & Agreement has been accepted by TouchSuite® and Bank.

AUTHORIZED MERCHANT OWNER(S)/OFFICER(S):

X

Owner/Officer Signature	Print Name	Title	Date
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X

Owner/Officer Signature	Print Name	Title	Date
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PERSONAL GUARANTEE:

In exchange for TouchSuite® and Wells Fargo Bank, N.A., (a member of Visa USA, Inc. and MasterCard International, Inc.), (the Guaranteed Parties) acceptance of, as applicable, the Agreement, and/or the Equipment Lease Agreement, the undersigned unconditionally and irrevocably guarantees the full payment and performance of Merchant's obligations under the foregoing agreements, as applicable, as they now exist or as modified from time to time, whether before or after termination or expiration of such agreements and whether or not the undersigned has received notice of any amendment of such agreements. The undersigned waives notice of default by Merchant and agrees to indemnify the Guaranteed Parties for any and all amounts due from Merchant under the foregoing agreements. The Guaranteed Parties shall not be required to first proceed against Merchant to any remedy before proceeding against the undersigned. This is a continuing personal guaranty and shall not be discharged or affected for any reason. The undersigned understands that this is a Personal Guaranty of payment and not of collection that the Guaranteed Parties are relying upon this Personal Guaranty in entering into the foregoing agreements, as applicable.

X

Personal Guarantee Signature	Print Name	Date
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X

Personal Guarantee Signature	Print Name	Date
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Accepted by TouchSuite®

Signature:	Print Name:	Title:	Date:
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Wells Fargo Bank, N.A., (a member of Visa USA, Inc. and MasterCard International, Inc.) 1200 Montego Way, Walnut Creek, CA 94598

Signature:	Print Name:	Title:	Date:
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PROCESSOR INFORMATION: Name: TouchSuite
 Address: 1081 Holland Drive, Boca Raton, FL 33487
 URL: TouchSuite.com Customer Service #: 1-800-793-3250

Please read the 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 Bank and/or Processor. 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, Visa, Discover and PayPal. Any transactions that fail to qualify for these reduced rates will be charged an additional fee (see Section 25 of the Program Guide).
2. **We may debit your bank account** (also referred to as your Settlement 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 Chargebacks see Section 14 of the Your Payments Acceptance Guide.
4. **If you dispute any charge or funding,** you must notify us within 60 days of the date of the statement where the charge or funding appears for Card Processing.
5. **The Agreement limits our liability to you.** For a detailed description of the limitation of liability see Section 27, 37.3, and 39.10 of the Card General Terms.
6. **We have assumed certain risks** by agreeing to provide you with Card processing or check services. Accordingly, we may take certain actions to mitigate our risk, including termination of the Agreement, and/or hold monies otherwise payable to you (see Card Processing General Terms in Section 30, Term; Events of Default and Section 31, Reserve Account; Security Interest), under certain circumstances.
7. **By executing this Agreement with us** you are authorizing us and our Affiliates to obtain financial and credit information regarding your business and the signers and guarantors of the Agreement until all your obligations to us and our Affiliates are satisfied.
8. **The Agreement contains a provision** that in the event you terminate the Agreement prior to the expiration of your initial three (3) year term, you will be responsible for the payment of an early termination fee as set forth in Part IV, A.3 under "Additional Fee Information".
9. **If you lease equipment from Processor,** it is important that you review Section 1 in Third Party Agreements. Bank is not a party to this Agreement. **THIS IS A NON-CANCELABLE LEASE FOR THE FULL TERM INDICATED.**

10. Card Organization Disclosure

Visa and MasterCard Member Bank Information: Wells Fargo Bank N.A.

The Bank's mailing address is 1200 Montego, Walnut Creek, CA 94598, and its phone number is (925) 746-4143.

Important Member Bank Responsibilities:

- a) The Bank is the only entity approved to extend acceptance of Visa and MasterCard products directly to a merchant.
- b) The Bank must be a principal (signer) to the Agreement.
- c) The Bank is responsible for educating merchants on pertinent Visa and MasterCard rules with which merchants must comply; but this information may be provided to you by Processor.
- d) The Bank is responsible for and must provide settlement funds to the merchant.
- e) The Bank is responsible for all funds held in reserve that are derived from settlement.
- f) The Bank is the ultimate authority should a merchant have any problems with Visa or MasterCard products (however, Processor also will assist you with any such problems).

Important Merchant Responsibilities:

- a) Ensure compliance with Cardholder data security and storage requirements.
- b) Maintain fraud and Chargebacks below Card Organization thresholds.
- c) Review and understand the terms of the Merchant Agreement.
- d) Comply with Card Organization Rules and applicable law and regulations.
- e) Retain a signed copy of this Disclosure Page.
- f) You may download "Visa Regulations" from Visa's website at: <https://usa.visa.com/support/merchant.html>.
- g) You may download "MasterCard Regulations" from MasterCard's website at: <http://www.mastercard.com/us/merchant/support/rules.html>.
- h) You may download "American Express Merchant Operating Guide" from American Express' website at: www.americanexpress.com/merchanttopguide.

Print Client's Business Legal Name: _____

By its signature below, Client acknowledges that it has received the Merchant Processing Application, Program Terms and Conditions [version TS1904(ia)] consisting of 45 pages [including this Confirmation Page and the applicable Third Party Agreement(s)].

Client further acknowledges reading and agreeing to all terms in the Program Terms and Conditions. Upon receipt of a signed facsimile or original of this Confirmation Page by us, Client's Application will be processed.

NO ALTERATIONS OR STRIKE-OUTS TO THE PROGRAM TERMS AND CONDITIONS WILL BE ACCEPTED.

Client's Business Principal:

Signature (Please sign below):

X _____

_____ Title

_____ Date

_____ Please Print Name of Signer