



MERCHANT SERVICES, INC.

890 Mountain Ave., New Providence, NJ 07974 • 908-516-5900 • Fax: 908-516-5954

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BANK DISCLOSURE PAGE

MERCHANT NEW ACCOUNT ORDER FORM

✓ INDICATES SERVICES APPLIED FOR

Member Bank Information

First National Bank of Omaha (FNBO)
1620 Dodge Street
Omaha, Nebraska 68197
402-633-2900

Important Bank Responsibilities

1. FNBO is the only entity approved to extend acceptance of VISA products directly to a Merchant.
2. FNBO must be a principal (signor) to the Merchant Agreement.
3. FNBO is responsible for educating Merchants on pertinent VISA Operating Regulations with which Merchants must comply.
4. FNBO is responsible for and must provide settlement funds to the Merchant.
5. FNBO is responsible for all funds held in reserve that are derived from settlement.

Merchant Information

Merchant Name: _____
 Merchant Address: _____
 Merchant Phone: _____

Important 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 Operating Regulations.

The responsibilities listed above do not supersede terms of the Merchant Agreement and are provided to ensure the Merchant understands some important obligations of each party and that the VISA Member – FNBO – is the ultimate authority should the Merchant have any problems.

Merchant's Signature _____ Date _____

Merchant's Printed Name & Title _____

EQUIPMENT

- | | | | |
|--------------------------------------|--|--|--|
| Hypercom: | NURIT: | Verifone: | Wireless: |
| <input type="checkbox"/> T7P | <input type="checkbox"/> 2085 | <input type="checkbox"/> OMNI 3730 LE | <input type="checkbox"/> Nurit 8000/8000S |
| <input type="checkbox"/> T7P-thermal | <input type="checkbox"/> 2085+ | <input type="checkbox"/> OMNI 3730 | <input type="checkbox"/> Comstar Charge Anywhere* |
| <input type="checkbox"/> T7 PLUS | <input type="checkbox"/> 3020 | <input type="checkbox"/> OMNI 3740 | <input type="checkbox"/> WaySystems 1510 (credit only) |
| <input type="checkbox"/> T77 | <input type="checkbox"/> 3020+ | <input type="checkbox"/> OMNI 3750 | <input type="checkbox"/> WaySystems 1570 (credit/debit) |
| <input type="checkbox"/> T77-thermal | <input type="checkbox"/> 8320 | <input type="checkbox"/> OMNI 3750 IP | |
| <input type="checkbox"/> ICE 5500 | <input type="checkbox"/> 8320+ | <input type="checkbox"/> OMNI 3200 SE | |
| <input type="checkbox"/> ICE 5700 | <input type="checkbox"/> PIN PAD-222 | <input type="checkbox"/> TRANZ 330 | Wireless Monthly Fees: 19.95 |
| <input type="checkbox"/> S-8 | <input type="checkbox"/> PIN PAD-292 | <input type="checkbox"/> TRANZ 380 | Wireless Trans. Fees: 0.10 |
| <input type="checkbox"/> S-9 | <input type="checkbox"/> Nurit 700 Pak | <input type="checkbox"/> P-250 | Wireless Activation Fee: 35.00 |
| | | <input type="checkbox"/> PIN PAD-1000 SE | * Comstar: \$19.95 (includes first 50 free transactions, then 10¢ each additional) |
| | | Check Reader: | Software: |
| | | <input type="checkbox"/> MAGTEK | <input type="checkbox"/> PC-Charge |
| | | <input type="checkbox"/> Ingenico 2500 | |
| | | <input type="checkbox"/> Ingenico 3000 | |
| | | <input type="checkbox"/> RDM Imager | |

Other _____
Manual Imprinter VISA/MC regulation requires an imprint for non-swipe transactions, cost \$25 one time fee.

MSI SUPPLY REPLACEMENT PROGRAM

- Yes, I want to participate in the optional Merchant Program which includes equipment support, common repair and supplies for an additional \$9.50 per month.
- Annual postage and handling fee (billed each December to cover the following years costs in ground surface shipment of forms/supplies, and the handling of defective equipment deemed repairable under manufacturer warranty), 59 dollars.

INITIAL SETUP FEES

<input type="checkbox"/> Non Refundable App. Fee	\$ _____
<input type="checkbox"/> Reprogramming Fee	\$ _____
<input type="checkbox"/> Trade In Rebate	\$ _____
<input type="checkbox"/> First & Last Payment	\$ _____
<input type="checkbox"/> Equipment Purchase	\$ _____
<input type="checkbox"/> Misc.	\$ _____
	Subtotal \$ _____
	Tax (____%) \$ _____
	Total \$ _____

I understand that MSI Merchant Services, Inc. is registered as a Member Service Provider with MasterCard and an ISO with Visa for FNBO (908-516-5900)

_____ is the company/ Sales Representative from whom I am buying the credit card processing equipment from;
(____-____-____)

I also understand that if I have any questions, concerns, comments or problems regarding my credit card processing or equipment I can call the appropriate number listed above for assistance.

Merchant Initials: _____

SPECIAL INSTRUCTIONS



MERCHANT SERVICES, INC.
 890 Mountain Ave., New Providence, NJ 07974
 908-516-5900 • Fax: 908-516-5954

E-APP

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ONLINE RESOURCES: www.msihq.com/info

MERCHANT APPLICATION

Office Use Only:	Associate: 3 6 2	Chain:	MCC Code:	Fair Isaac:	Analyst:	<input type="checkbox"/> New Location <input type="checkbox"/> Additional Location
	Merchant No.:			Existing Merchant No.:		
	Rep Name			Rep Phone		Rep Code

I BUSINESS NAMES

Business Legal Name	Statement & Mailing Address (if different from DBA Address)
DBA (Doing Business As)	City, State, Zip
Location Address	Contact Name
City, State, Zip	Phone # Fax #
Federal Tax I.D. Number	E-mail address

BANKING INFORMATION	Name of Merchant's Bank	Contact	Bank Phone #
Acct. Type: <input type="checkbox"/> Checking <input type="checkbox"/> Savings	Routing / ABA #	DDA / Checking Account	

II MERCHANT PROFILE

Type of Ownership <input type="checkbox"/> Sole Prop. <input type="checkbox"/> Partnership <input type="checkbox"/> Corp. <input type="checkbox"/> LLC <input type="checkbox"/> Non Profit <input type="checkbox"/> Other	Number of Locations	Merchandise/Service Sold		
Years in Business	Length of Current Ownership	Percent of Business	Percent of Sales to	Merchant Type
Has this Business or any Principal been terminated as a Visa/MasterCard Merchant (TMF)? <input type="checkbox"/> Yes <input type="checkbox"/> No		Card Swiped _____%	Consumer _____%	<input type="checkbox"/> Retail <input type="checkbox"/> Lodging
Has Merchant or any Principal disclosed below filed bankruptcy or been subject to any involuntary bankruptcy? <input type="checkbox"/> Yes <input type="checkbox"/> No		Manual Key with Imprint _____%	Business _____%	<input type="checkbox"/> Retail w/Tips <input type="checkbox"/> EZ Pay
Monthly Volume	Highest Ticket Amount	Mail Order/Tel. Order _____%	Total = 100%	<input type="checkbox"/> Retail w/Store & Forward <input type="checkbox"/> Internet Gateway
\$	\$	Total = 100%	Total = 100%	<input type="checkbox"/> Restaurant <input type="checkbox"/> MOTO
Seasonal Sales <input type="checkbox"/> Yes <input type="checkbox"/> No	Do you currently accept VISA/Mastercard? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes Submit 3 months bankcard statements.	When is the Cardholder billed for Products/Services? <input type="checkbox"/> On Order <input type="checkbox"/> On Shipment	Is a fulfillment house used? If yes, please list: <input type="checkbox"/> Yes: _____ <input type="checkbox"/> No	
Delivery Method of Products/Services? <input type="checkbox"/> Time of Sale <input type="checkbox"/> 5-10 Days <input type="checkbox"/> 1-3 Days <input type="checkbox"/> 10-15 Days <input type="checkbox"/> 3-5 Days <input type="checkbox"/> 15+ Days	What is the Merchant's Return Policy?	What is the Merchant's Refund Policy?	Does the Business use any Third Parties in the payment process? If yes, please list: <input type="checkbox"/> Yes: _____ <input type="checkbox"/> No	

III OWNER OR OFFICER

Principal (print)	_____ % Equity Ownership	Social Security No.	Phone No.
Residence Address		City, State & Zip	D.O.B.

REFERENCES	Trade Reference _____ Contact _____ Account No. _____ Phone No. _____
	Trade Reference _____ Contact _____ Account No. _____ Phone No. _____

IV MERCHANT SITE SURVEY REPORT (TO BE COMPLETED BY SALES REPRESENTATIVE)

Merchant Location <input type="checkbox"/> Retail Location With Store Front <input type="checkbox"/> Office Building <input type="checkbox"/> Residence <input type="checkbox"/> Other _____	Square Footage <input type="checkbox"/> 0-250 <input type="checkbox"/> 251-500 <input type="checkbox"/> 501-2,000 <input type="checkbox"/> 2,001+
Area Zoned <input type="checkbox"/> Commercial <input type="checkbox"/> Industrial <input type="checkbox"/> Residential	Nearest major cross streets or highways
Does the amount of inventory and merchandise on shelves and floor appear consistent with the type of business? <input type="checkbox"/> Yes <input type="checkbox"/> No If no, explain:	
The Merchant <input type="checkbox"/> Owns <input type="checkbox"/> Leases the business premises	Whom Does Merchant Lease From? (Name and Telephone Number)
Further Comments By Inspector (MUST COMPLETE)	Photo Attached <input type="checkbox"/> Yes <input type="checkbox"/> No

I hereby verify that this application has been fully completed by merchant and that I have physically inspected the business premises of the merchant at this address and the information stated above is true and correct to the best of my knowledge and belief. Any misrepresentation may result in losses and/or liabilities.

Agent Name (please print) _____ Signature _____ Agent # _____ Date _____

MSI - Original Bank - Yellow Merchant - Pink

Merchant Type: Retail Restaurant Fuel Lodging MOTO E-Commerce Supermarket Other: _____

CARD PRESENT

CARD NOT PRESENT

Please Select One: 3 TIER 4 TIER

2 TIER

	Discount Rate	Tran Fee
<input checked="" type="checkbox"/> Rate 1 (Qualified)	_____ %	_____ ¢
<input checked="" type="checkbox"/> Rate 2 (Mid-Qual)	Rate 1 +1.09 %	10 ¢
<input checked="" type="checkbox"/> Rate 3 (Non-Qual)	Rate 1 +1.79 %	10 ¢
<input type="checkbox"/> Rate 4 (Non-PIN Debit)	_____ %	_____ ¢

	Discount Rate	Tran Fee
<input checked="" type="checkbox"/> Rate 1 (Qualified)	_____ %	_____ ¢
<input checked="" type="checkbox"/> Rate 3 (Non-Qual)	Rate 1 +1.79 %	10 ¢

MSI Merchant Services, Inc. is a registered ISO/MSP of First National Bank of Omaha, Omaha, NE

Please refer to the Terms and Conditions for the Rate Descriptions, Standard Fees and Early Termination Fee

RETAIL FEES

Statement Fee: _____

Monthly Minimum: \$25.00

Debit Access Fee: _____

Other: _____

MAIL / TELEPHONE / INTERNET FEES

Statement Fee: \$12.00

Monthly Minimum: \$25.00

Gateway Transaction Fee: _____

Monthly Gateway Access Fee: _____

PIN-Based Debit Fee: N/A % _____ ¢

Interchange Auth Fee: N/A % 5 ¢

DISCOVER Discount Rate: _____ % 20 ¢

EBT Transaction Fee: N/A % _____ ¢

Debit Interchange Fee: _____ % _____ ¢

AMEX Discount Rate: _____ % 20 ¢

V EXISTING NON-BANKCARD TYPES

DISCOVER	AMEX	<input type="checkbox"/> Reverse PIP Hypercom Only
6 0 1 1 0		

VI AMERICAN EXPRESS

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.

VII FUNDS TRANSFER AUTHORIZATION Attach a Voided Check or Bank Letter

FNBO is authorized to perform such functions under the Terms and Conditions, for the purposes set forth in the Terms and Conditions.

VIII DISCLOSURE

MERCHANT has indicated above which additional services it is requesting. MERCHANT agrees that FNBO is not a party to any agreement for services from American Express and any such agreement is strictly between MERCHANT and American Express. MERCHANT also agrees that FNBO is not a party to any agreement for services from MSI Merchant Services, Inc. other than merchant processing and any such agreement is strictly between MERCHANT and MSI merchant Services, Inc. MERCHANT must be approved by each company and each company may send its terms and conditions to the address of MERCHANT indicated herein upon such approval. MERCHANT agrees to be bound by such company's terms and conditions.

IX PERSONAL GUARANTY (NO TITLES)

GUARANTY: THIS general, absolute, and unconditional continuing Guaranty ("GUARANTY") is undersigned (collectively "GUARANTOR" or "my" or "I" or "me"), is for the benefit of First National Bank of Omaha ("FNBO"). For value received, and in consideration of the mutual undertakings contained in the merchant transaction processing agreement and allied agreements ("AGREEMENT") between FNBO and ("MERCHANT") as set forth below, I absolutely and unconditionally guarantee the full performance of all MERCHANT'S obligations to FNBO, together with all costs, expenses and attorneys' fees incurred by FNBO in connection with any actions, inactions, or defaults of MERCHANT. I waive any right to require FNBO to proceed against other entities or MERCHANT. There are no conditions attached to the enforcement of this GUARANTY, I authorize FNBO, its agents or assigns to make from time to time any personal credit or other inquiries and agree to provide, at FNBO's request, financial statements and/or tax returns. I agree that this GUARANTY shall be governed and construed in accordance with the laws of the state of Nebraska, and that the courts of the state of Nebraska shall have and be vested with personal jurisdiction over me. This is a continuing GUARANTY and shall remain in effect until one hundred eighty (180) days after receipt by FNBO of written notice by me terminating or modifying the same. The termination of AGREEMENT or GUARANTY shall not release me from liability with respect to any obligations incurred before the effective date of termination. No termination of this GUARANTY shall be effected by any change in my legal status or any change in the relationship between MERCHANT and me. This GUARANTY shall bind and inure to the benefit of the personal representative, heirs, administrators, successors and assigns of GUARANTOR and FNBO.

AGREED AND ACCEPTED:

Merchant Legal Name _____ Principal from Application – Signature _____ Date _____ Principal from Application – Print Name _____

X SIGNATURE BLOCK

BY THEIR EXECUTION HEREOF, THE UNDERSIGNED PARTIES HEREBY AGREE TO THE TERMS AND CONDITIONS OF THE DOCUMENTS, AGREEMENTS AND RULES WHICH ARE INCLUDED HEREIN. THE "AGREEMENT" CONSISTS OF THE MERCHANT APPLICATION, TERMS AND CONDITIONS, AND THE RATE DESCRIPTIONS AND MERCHANT ACKNOWLEDGES RECEIPT OF SAME. MERCHANT WARRANTS THAT THE INFORMATION PROVIDED ON THE APPLICATION IS COMPLETE AND ACCURATE. MERCHANT AUTHORIZES FNBO TO PROVIDE A COPY OF THIS APPLICATION TO ANY THIRD PARTY FOR THE SERVICES REQUESTED. MERCHANT, AND ITS SIGNING OFFICER/OWNER/PARTNER, AUTHORIZE FNBO, OR ITS AGENTS OR ASSIGNS, TO MAKE, FROM TIME TO TIME, ANY BUSINESS AND PERSONAL CREDIT AND OTHER INQUIRIES.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE EXECUTED BY THEIR DULY AUTHORIZED REPRESENTATIVES EFFECTIVE ON THE DATE SIGNED OR APPROVED BY FNBO.

Print Legal Name of Business _____ Principal from Application – Signature _____ Date _____ Principal from Application – Print Name _____ Title _____

Accepted by MSI Merchant Services, Inc. _____ Date _____ Accepted by First National Bank of Omaha _____ Date _____