



Meridian Star Merchant Services  
 1688 Meridian Avenue, Ste. 400  
 Miami Beach, FL 33139  
 Ph: (305) 967-7393  
 Fax: (305) 967-7395  
 www.MeridianStarMS.com

**MERCHANT SETUP / ORDER FORM**

OFFICE NAME: \_\_\_\_\_ / OFFICE NUMBER: \_\_\_\_\_

SALES REP NAME: \_\_\_\_\_ / SALES REP CONTACT #: \_\_\_\_\_ / DATE: \_\_\_\_\_

MERCHANT DBA: \_\_\_\_\_

LEGAL NAME: \_\_\_\_\_

PROCESSING ONLY  CASH ADVANCE & PROCESSING  AMEX  GIFT CARDS  LOYALTY  TELECHECK  OTHER

**EQUIPMENT:** VENDOR: \_\_\_\_\_ MODEL: \_\_\_\_\_  DIAL  IP  DUAL COMM  WIRELESS

S/N: \_\_\_\_\_  SALES AGENT DEPLOYMENT/PROGRAMMING  MDS DEPLOYMENT/PROGRAMMING

OWNED / REPROGRAM CONTACT NAME: \_\_\_\_\_ / PHONE: \_\_\_\_\_

PURCHASE ( NEW /  REFURBISHED)  LEASE/LEASE TERM \_\_\_\_\_ MONTHS  SWAP  ENCRYPTION

PULL EQUIPMENT FROM:  TASQ /  MDS BUFFER SHIPPING METHOD:  OVERNIGHT  2 DAY  SATURDAY

SHIP EQUIPMENT TO:  LOCATION /  CORPORATE /  OTHER (Enter other address below):

ATTENTION: \_\_\_\_\_ PHONE: \_\_\_\_\_  HOME  OFFICE

ADDRESS: \_\_\_\_\_ SUITE # / FLOOR #: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

DEBIT PIN EXISTING PIN PAD VENDOR: \_\_\_\_\_ MODEL: \_\_\_\_\_  SWAP  ENCRYPTION

TERMINAL APPLICATION:  RETAIL  RESTAURANT  QSR  MOTO/DIRECT MARKETING  LODGING  PETROLEUM

TIPS  SERVER ID  INVOICE #  AVS  CVV2  FRAUD FLAG ON  AUTO CLOSE TIME: \_\_\_\_\_ MCC CODE: \_\_\_\_\_

**PC SOFTWARE / VAR OR INTERNET GATEWAY:**

PRODUCT NAME: \_\_\_\_\_ / VENDOR: \_\_\_\_\_ / VERSION: \_\_\_\_\_

OWNED  PURCHASE / CONNECTION MODE:  DIAL  IP  LEASED LINE / CERTIFIED NETWORK: \_\_\_\_\_

NASHVILLE PRODUCT ID: \_\_\_\_\_ / VENDOR ID: \_\_\_\_\_ / APPLICATION:  RETAIL  RESTAURANT  MOTO/INTERNET  PETRO

MERCHANT'S TECH SUPPORT CONTACT NAME: \_\_\_\_\_ / PHONE: \_\_\_\_\_

EMAIL: \_\_\_\_\_ / COMPANY: \_\_\_\_\_

SPECIAL NOTES: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

As the person signing below on behalf of the business designated above ("Merchant"), I certify that I am an owner, partner or officer of the Merchant and have been duly authorized to sign this Merchant Setup Form on behalf of the Merchant. Merchant hereby agrees to be bound by the terms and conditions contained in this Merchant Setup Form, the Merchant Application, Merchant Operating Agreement and any lease or rental agreement Merchant enters into in connection with this Merchant Setup Form.

PRINT NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_





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Sales Group: \_\_\_\_\_  
 ISO Name: \_\_\_\_\_  
 Sales Rep: \_\_\_\_\_

BUSINESS INFORMATION		MERCHANT APPLICATION	
Business Legal Name:		Business Open Date:	Current Ownership:      Locations:
Business Name/DBA Name:		Seasonal Sales: <input type="checkbox"/> Yes <input type="checkbox"/> No	High Volume Months: _____
Business Location Address:		Mailing Address (If Different):	
City:	State:      Zip:	City:	State:      Zip:
Location Phone:	Location Fax**:	Corporate Phone:	
Customer Service Phone:		Corporate Fax**:	
Contact Name:		Business Email Address**:	
Contact Email**:		Business Website Address:	
[All individuals directly or indirectly owning 50% or more of the business must be listed below; if none, then the CEO/President and the CFO must be listed below] Ownership Type: <input type="checkbox"/> Sole Prop <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> LLC <input type="checkbox"/> Other _____ State of Incorporation: _____			
<b>Note:</b> Failure to provide accurate information may result in a withholding of merchant funding per IRS regulations. (See Part III Section 36.2 of your Program Guide for further information.)			
Legal Name (as it appears on your income tax return)	<input type="checkbox"/> Federal Tax ID#: (as it appears on your income tax return)	<input type="checkbox"/> I certify that I am a foreign entity/nonresident alien. (if checked, please attach IRS form W-8)	
Owner 1/Partner/Officer Name:	Title:	Social Security*:	
Home Address:	City:	State:	Zip:
Home Phone:	Cell Phone:	DOB*:	Equity Ownership:
Have you or any company for which you were an owner, partner or officer ever declared bankruptcy? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, please explain on a separate page and attach to this application.			
Owner 2/Partner/Officer Name:	Title:	Social Security*:	
Home Address:	City:	State:	Zip:
Home Phone:	Cell Phone:	DOB*:	Equity Ownership:
Have you or any company for which you were an owner, partner or officer ever declared bankruptcy? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, please explain on a separate page and attach to this application.			
<input type="checkbox"/> <b>New Merchant Account</b> <input type="checkbox"/> <b>Additional Location</b> <input type="checkbox"/> <b>Ownership Change</b> <input type="checkbox"/> <b>Processor Change</b>			
Type of Business: <input type="checkbox"/> Retail/Restaurant <input type="checkbox"/> MOTO/Internet <input type="checkbox"/> Supermarket <input type="checkbox"/> Petro <input type="checkbox"/> Lodging <input type="checkbox"/> QSR			
Type of Product/Service Offered: _____			
[Merchant Data Systems, Inc. will rely on the estimates set forth below. In the event that actual amounts differ from the estimates, Merchant Data Systems, Inc. reserves the right to modify its fees.]			
Average Ticket Visa/MC/Discover \$ _____		Monthly Visa/MC/Discover Vol. \$ _____	
Average Ticket Amex OnePoint \$ _____		Monthly Volume Amex OnePoint \$ _____	
Settled Batches/Month _____			
Card Present (swiped) _____%   Card Present (keyed) _____%   Card Not Present (keyed) _____%   Card Not Present (Internet) _____%			
Sales to Consumer _____%   Business to Business _____%   Sales to Government _____%			

\*Federal regulations require us to collect information to verify customer identity and retain this information for our records.

\*\*By providing your fax number and email address, you agree that we may fax and email information to you from time to time regarding products and services offered by Merchant Data Systems and its partners and affiliates.

**EQUIPMENT**

<u>Equipment/ Software</u>	<u>Qty</u>	<u>Per Unit Price</u>	<u>Type of PinPad</u>	<u>Qty</u>	<u>Per Unit Price</u>
1. _____	_____ <input type="checkbox"/> Own <input type="checkbox"/> Lease <input type="checkbox"/> Purchase	\$ _____	_____	_____ <input type="checkbox"/> Own <input type="checkbox"/> Lease <input type="checkbox"/> Purchase	\$ _____
2. _____	_____ <input type="checkbox"/> Own <input type="checkbox"/> Lease <input type="checkbox"/> Purchase	\$ _____	_____	_____ <input type="checkbox"/> Own <input type="checkbox"/> Lease <input type="checkbox"/> Purchase	\$ _____
3. _____	_____ <input type="checkbox"/> Own <input type="checkbox"/> Lease <input type="checkbox"/> Purchase	\$ _____	_____	_____ <input type="checkbox"/> Own <input type="checkbox"/> Lease <input type="checkbox"/> Purchase	\$ _____
Equipment/Software \$ _____ Miscellaneous Fee \$ _____ Shipping Fee \$ _____ Tax \$ _____ Total \$ _____ <input type="checkbox"/> ACH					

**ADDITIONAL CREDIT/SITE SURVEY INFORMATION—ALL MERCHANTS**

<p>1) Does the address match that of the application? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>2) Does the Merchant <input type="checkbox"/> Own <input type="checkbox"/> Lease Is the business currently operating? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>3) Zone: <input type="checkbox"/> Business District <input type="checkbox"/> Industrial <input type="checkbox"/> Residential</p> <p>4) Location: <input type="checkbox"/> Mall <input type="checkbox"/> Office <input type="checkbox"/> Home <input type="checkbox"/> Shopping Area <input type="checkbox"/> Mixed <input type="checkbox"/> Apartment <input type="checkbox"/> Isolated <input type="checkbox"/> Other: _____</p> <p>5) Is the Merchant's DBA name displayed at the facility (exterior signage)? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>6) Where is the merchant name displayed at the site? <input type="checkbox"/> Window <input type="checkbox"/> Door <input type="checkbox"/> Store Front</p> <p>7) Is the Merchant located within another Merchant's facility? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>8) Merchant Occupies: <input type="checkbox"/> Ground Floor <input type="checkbox"/> Other: _____</p> <p>9) Number of Floors/Levels: <input type="checkbox"/> 1 <input type="checkbox"/> 2-4 <input type="checkbox"/> 5-10 <input type="checkbox"/> 11+</p> <p>10) Approximate Square Footage: <input type="checkbox"/> 0-250 <input type="checkbox"/> 251-500 <input type="checkbox"/> 501-2,000 <input type="checkbox"/> 2,001 plus</p> <p>11) How many employees: _____ How many registers / terminals: _____</p> <p>12) Is proper license visible? <input type="checkbox"/> Yes <input type="checkbox"/> No, explain: _____</p> <p>13) Does the Merchant currently accept Visa/MasterCard? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>14) Are customers required to leave a deposit? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, % of deposit required: _____%</p> <p>15) Has Merchant ever been notified by a processor/acquirer/ISO that it has violated any Payment Brand Rules? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, please explain on a separate page and attach to application.</p>	<p>16) Return Policy: MC/Visa/Discover Network: <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, check one: <input type="checkbox"/> Full Refund <input type="checkbox"/> Exchange <input type="checkbox"/> Store Credit Am. Express OnePoint Sales? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, check one: <input type="checkbox"/> Full Refund <input type="checkbox"/> Exchange <input type="checkbox"/> Store Credit If MC/Visa/Discover Network/American Express OnePoint Credit, within how many days do you submit credit transactions? <input type="checkbox"/> 0-3 <input type="checkbox"/> 4-7 <input type="checkbox"/> 8-14 <input type="checkbox"/> Over 14</p> <p>17) Advertising Method (Attach at least one): <input type="checkbox"/> Catalog <input type="checkbox"/> Brochure <input type="checkbox"/> Direct Mail <input type="checkbox"/> TV/Radio <input type="checkbox"/> Internet <input type="checkbox"/> Phone <input type="checkbox"/> Newspaper/Journals <input type="checkbox"/> Other</p> <p>18) Is the Merchant's telephone # / address verifiable? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>19) Does Merchant bill customers on a recurring basis? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>20) Does Merchant have appropriate and sufficient inventory? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>21) Has Merchant suffered a data security breach in the last 24 months? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, please explain on a separate page and attach.</p> <p>22) Your Previous Processor: _____ MID # _____</p> <p>23) Reason for Leaving: <input type="checkbox"/> Rate <input type="checkbox"/> Service <input type="checkbox"/> Terminated <input type="checkbox"/> Other: _____</p>
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**CARD NOT PRESENT QUESTIONNAIRE**

1) Does the Merchant house inventory?  Yes  No

2) Is the business home based?  Yes  No

3) Describe billing method:  Monthly  Quarterly  Yearly  One time  All methods

4) How does the consumer order product and/or service?  Telephone  Internet  Fax  Mail  In-Person

5) How is the cardholder's information obtained?  Telephone  Internet  Fax  Mail  In-Person

6) From the time the order is received, how many days will expire before the product is received by consumers?  
 48 hrs  2 - 5 days  2 - 4 weeks  Other \_\_\_\_\_

7) MC/Visa/Discover Network/American Express OnePoint sales are deposited (check one):  
 Date of order  Date of delivery  Other (specify): \_\_\_\_\_

8) Who performs product / service fulfillment?  Direct  Vendor  Other If vendor, add Name: \_\_\_\_\_

9) Does any of your cardholder billing involve automatic renewals or recurring transactions (i.e. cardholder authorizes initial sale only)?  Yes  No

10) Describe the refund policy: \_\_\_\_\_

**ELECTRONIC DEBIT / CREDIT AUTHORIZATION**

By signing this Merchant Application, Merchant hereby authorizes, in accordance with the Merchant Operating Agreement, MDS and/or its affiliates and designees to initiate debit/credit entries to any of Merchant's deposit accounts, including the account identified below (which Merchant agrees to use as its primary operating account during the term of the Merchant Operating Agreement). This authority is to remain in full force and effect in such a manner as to afford MDS reasonable opportunity to act in the event Merchants' obligations under the Merchant Operating Agreement have been breached.

Bank Name: \_\_\_\_\_ Phone Number: ( ) \_\_\_\_\_

Transit/Routing Number: \_\_\_\_\_ Demand Deposit Account ("DDA") Number: \_\_\_\_\_

**Print Name** \_\_\_\_\_ **Signature** \_\_\_\_\_ **Title** \_\_\_\_\_ **Date** \_\_\_\_\_ **SIGN HERE**



**MERCHANT ACCEPTANCE AGREEMENT**

This Merchant Application and Merchant Operating Agreement are entered into by and among Wells Fargo Bank, N.A. ("Bank"), Merchant Data Systems, Inc. ("MDS", "we", "us", "our" and the like) and the business designated above ("Merchant", "you", "yours" and the like). As the person signing below on behalf of the 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 Merchant Operating Agreement on behalf of the Merchant. Merchant hereby represents that it has received a copy of the Merchant Operating Agreement and has read this Merchant Application and Merchant Operating Agreement and agrees to be bound by the terms and conditions hereof and thereof. By signing below, I authorize MDS and its agents, affiliates and designees to verify the information in this application and receive and exchange information about Merchant from time to time, including by requesting reports from credit reporting agencies and/or business references, and disclose such information to its agents, affiliates and designees for any purpose permitted by law. Merchant hereby authorizes MDS and/or its designees to credit and debit Merchant's designated bank account(s) in accordance with this Merchant Application and Merchant Operating Agreement. Merchant represents that all representations made herein and therein are true, complete and accurate, and may be enforced by MDS against the Merchant. ANY UNILATERAL ALTERATION, STRIKEOVER OR MODIFICATION TO THE PREPRINTED TEXT OR LINE ENTRIES OF THIS MERCHANT APPLICATION AND MERCHANT OPERATING AGREEMENT SHALL BE OF NO EFFECT WHATSOEVER, AND AT MDS' SOLE DISCRETION, MAY RENDER THIS MERCHANT APPLICATION AND MERCHANT OPERATING AGREEMENT VOID.

Merchant Legal Name: \_\_\_\_\_

Signor 1: \_\_\_\_\_



Signor 2: \_\_\_\_\_

Print: \_\_\_\_\_

Print: \_\_\_\_\_

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

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

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

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

Merchant Data Systems, Inc.

Wells Fargo Bank, N.A. [This Application is deemed accepted by the bank upon its signature below or upon processing the first transaction for Merchant's account, whichever occurs first]

By: \_\_\_\_\_

By: \_\_\_\_\_

Print: \_\_\_\_\_

Print: \_\_\_\_\_

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

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

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

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

**PERSONAL GUARANTY**

By signing below, I represent that I have received a copy of the Merchant Operating Agreement, I have reviewed it, and I agree to all terms and conditions of this guaranty, the Merchant Application and Merchant Operating Agreement. I further represent that all representations made herein and therein are true, complete and accurate, and may be enforced by MDS against the Merchant and me personally. I authorize MDS and its agents, affiliates and designees to verify the information in this Merchant Application and receive and exchange information about me personally from time to time, including by requesting reports from consumer and credit reporting agencies and business and/or personal references, and disclose such information to its agents, affiliates and designees for any purpose permitted by law. As a primary inducement to MDS to enter into this Merchant Application and Merchant Operating Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I unconditionally, irrevocably, and jointly and severally with all other guarantors signing below, guarantee the continuing full and faithful performance and payment by the Merchant of each of its duties and obligations to MDS pursuant to the Merchant Application and Merchant Operating Agreement, as it now exists or as amended from time to time with or without notice, and all indebtedness, liabilities and obligations without restriction of the Merchant at any time created or arising under or related to the Merchant Application and Merchant Operating Agreement. This guaranty is one of payment and not of collection. I understand that MDS may proceed directly against me without first suing or otherwise enforcing its rights and remedies against the Merchant or any other person or entity responsible to it. I hereby waive notice of acceptance of this guaranty obligation and notice of any liability to which it may apply, and waive presentment, demand for payment, protest, notice of default, notice of dishonor or non-payment of any kind, and all other notices and demands of any kind. I hereby represent and warrant that I have received or will receive direct or indirect benefit from the making of this guaranty, that I am familiar with the financial condition of the Merchant and the value of any collateral security for any debt that may arise, and that MDS has made no representations to me in order to induce me to execute this guaranty. My obligations hereunder shall be enforceable against me irrespective of the validity, legality, or enforceability of Merchant's obligations, and MDS may at any time and from time to time, without notice to me, without obtaining my consent, and without impairing or releasing any of my obligations hereunder: (a) agree to any assignment, modification, alteration, amendment, renewal or extension of, or change in the terms of, the Merchant Application and/or Merchant Operating Agreement, (b) grant any forbearance, compromise or waivers to the Merchant, (c) take or fail to take any action of any kind in respect of the Merchant Application and/or Merchant Operating Agreement, even if such action or inaction in any manner varies my risks hereunder or might constitute a legal or equitable defense or discharge of the Merchant, me or any other guarantor hereunder, (d) exercise or refrain from exercising any rights against the Merchant under the Merchant Application and/or Merchant Operating Agreement, or (e) release, in whole or in part, Merchant or any guarantor hereunder from liability. I hereby waive all defenses based on occurrences of the types described in clauses (a) through (e) above. I agree that I may not, without the prior written consent of MDS, assign any of my rights, powers, duties, or obligations hereunder. I agree to pay reasonable attorneys' fees and all other costs and expenses which may be incurred by MDS in the enforcement of this guaranty. MDS' rights hereunder shall be cumulative of any and all other rights that MDS may have against me or any other guarantors hereunder.



\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Guarantor Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Co-Guarantor Signature

\_\_\_\_\_  
Date

# MERCHANT DATA SYSTEMS' CONFIRMATION PAGE

Please read the Merchant Processing 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 or the contents of your agreement with TeleCheck. The following information summarizes portions of your Agreement in order to assist you in answering some of the questions we are most commonly asked.

- Your discount rates are assessed** on transactions that qualify for certain reduced interchange rates imposed by MasterCard, Visa and Discover Network. Any transactions that fail to qualify for these reduced including rates will be charged an additional fee (see Section 18 of the Card Processing Program Guide).
- We may debit your bank account** from time to time for amounts owed to us under the Agreement.
- 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 10.
- If you dispute any charge or funding**, you must notify us within 45 days of the date of the statement where the charge or funding appears or should have appeared.
- The Agreement limits our liability to you.** For a detailed description of the limitation of liability see Section 20.
- We have assumed certain risks** by agreeing to provide you with Card processing. Accordingly, we may take certain actions to mitigate our risk, including termination of the Agreement, and/or hold monies otherwise payable to you (see Section 23, Term; Events of Default and Section 24, Reserve Account; Security Interest).
- By executing this Agreement with us** you are authorizing us to obtain financial and credit information regarding your business and the signer and guarantors of the Agreement until all your obligations to us are satisfied.
- The Agreement contains a provision** that in the event you terminate the Agreement early you may be responsible for the payment of early termination fees described in Section 23 in this Agreement.

## 9. Association Disclosure

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

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

#### Important Member Bank Responsibilities:

- The Bank is the only entity approved to extend acceptance of Visa and MasterCard products directly to a Merchant.
- The Bank is a principal to the Merchant Agreement.
- 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.
- The Bank is responsible for and must provide settlement funds to the Merchant.
- Any Reserve Account shall be established at Bank, will contain commingled reserve funds of Servicers' clients and will not be accessible by Merchant.

#### Important Merchant Responsibilities:

- Ensure compliance with cardholder data security and storage requirements.
- Maintain fraud and chargebacks below Association thresholds.
- Review and understand the terms of the Merchant Agreement.
- Comply with Association rules.

Print Client's Business Legal Name: \_\_\_\_\_

By its signature below, Client acknowledges that it received (either in person, by facsimile, or by electronic transmission) the complete Program Guide [Version MDS-0711-PG] consisting of 37 pages.

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

Client understands that a copy of the Program Guide is also available for downloading from the Internet at: [www.merchantdatasystems.com](http://www.merchantdatasystems.com).

**NO ALTERATIONS OR STRIKE-OUTS TO THE PROGRAM GUIDE WILL BE ACCEPTED AND, IF MADE, ANY SUCH ALTERATIONS OR STRIKE-OUTS SHALL NOT APPLY.**

Client's Business Principal:

Signature (Please sign below):

X \_\_\_\_\_



Title

Date

\_\_\_\_\_  
Please Print Name of Signor