

BUSINESS INFORMATION

Legal Business Name (As registered with IRS)			Doing Business As (Appears on Cardholder statements)		
Location Address			City	State	Zip
Billing Address			City	State	Zip
Contact Name(s)			Federal Tax ID#		
Business Phone		Customer Service Phone		Fax	
E-mail			URL (Use additional sheets if needed to list all URLs)		
Years in Business	Type of Ownership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Non-Profit <input type="checkbox"/> LLC <input type="checkbox"/> Government			State of Incorporation	
Do you currently process Bankcards? <input type="checkbox"/> Yes (Provide 3 most recent statements) <input type="checkbox"/> No		Has this merchant or any of the principals ever had a merchant relationship terminated? <input type="checkbox"/> Yes Explain <input type="checkbox"/> No			
Describe Products/Services Sold			Do you use a Fulfillment House? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, name of service: _____ Phone Number _____		
Product/Service is received <u>(select one)</u> after card is processed. <input type="checkbox"/> Immediately <input type="checkbox"/> 1-10 Days <input type="checkbox"/> 11-30 Days <input type="checkbox"/> 31-90 Days <input type="checkbox"/> 91-180 Days <input type="checkbox"/> >180 Days				Publicly traded company? (NASDAQ/NYSE/AMEX) <input type="checkbox"/> Yes Provide Symbol <input type="checkbox"/> No	
Refund Policy (select one) <input type="checkbox"/> No Refunds <input type="checkbox"/> Refund Within 30 Days <input type="checkbox"/> Damaged/Defective Merchandise Only <input type="checkbox"/> Restocking Fee Charged <input type="checkbox"/> Store Credit Only <input type="checkbox"/> Return Authorization Required (RM/RMA) <input type="checkbox"/> Other _____					
Marketing Methods <input type="checkbox"/> Newspaper/Magazine <input type="checkbox"/> Television/Radio <input type="checkbox"/> Yellow Pages <input type="checkbox"/> Direct Mail <input type="checkbox"/> Internet <input type="checkbox"/> Other _____					

SECURITY

Do you store account data electronically? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, indicate what you store (select all that apply): <input type="checkbox"/> Card Numbers <input type="checkbox"/> Expiration Date <input type="checkbox"/> CVV2/CVC2/CID <input type="checkbox"/> Cardholder Name <input type="checkbox"/> Cardholder Zip Code <input type="checkbox"/> Cardholder Address <input type="checkbox"/> Mag Stripe Data					
Are you currently PCI DSS compliant? <input type="checkbox"/> Yes <input type="checkbox"/> No			Have you been subject to any ongoing or previous compromise investigations? <input type="checkbox"/> Yes <input type="checkbox"/> No		
Do you utilize a shopping cart service? <input type="checkbox"/> Yes <input type="checkbox"/> No Name of service: _____			Do you utilize a hosting provider? <input type="checkbox"/> Yes <input type="checkbox"/> No Name of provider(s): _____		

PRINCIPAL INFORMATION

Principal 1 Name			Principal 2 Name		
Position/Title		% Ownership	Position/Title		% Ownership
Social Security #		Date of Birth	Social Security #		Date of Birth
Driver's License #		State	Driver's License #		State
Home Address <input type="checkbox"/> Own <input type="checkbox"/> Rent			Home Address <input type="checkbox"/> Own <input type="checkbox"/> Rent		
City	State	Zip	City	State	Zip
Home Phone			Home Phone		
Relative Not Living With You		Phone	Relative Not Living With You		Phone

ACH

Bank Name			Phone		
Transit & Routing/ABA # (Include Voided Check)			Account #/DDA		

SITE SURVEY

Zoning: <input type="checkbox"/> Commercial <input type="checkbox"/> Industrial <input type="checkbox"/> Residential		Type of Building: <input type="checkbox"/> Shopping Center <input type="checkbox"/> Office Building <input type="checkbox"/> Residence <input type="checkbox"/> Retail Storefront <input type="checkbox"/> Other			
Business Premises: <input type="checkbox"/> Own <input type="checkbox"/> Rent <input type="checkbox"/> Lease		Permanent Signage: <input type="checkbox"/> Yes <input type="checkbox"/> No		Is inventory consistent with business? <input type="checkbox"/> Yes <input type="checkbox"/> No	
				Business appears legitimate? <input type="checkbox"/> Yes <input type="checkbox"/> No	
By signing below, I certify that I have inspected the business premises of the merchant identified in this Application AND I have personally confirmed the identity of each person listed in the Business Information and Principal Sections of this Application AND I have conducted my review of this merchant to the best of my ability and that, to the best of my knowledge and belief, the information set forth in this Application is true and accurate.					
Signature			To Be Completed by Sales Representative		Date

SECTION 25 - FEES

Merchant agrees to pay FNBN and HMS all fees, discount rates, and other charges set forth herein or in any other document issued contemporaneously herewith, and any other charges as may be shown on the monthly statement or that arise out of this Agreement, as amended from time to time. Merchant agrees that all charges are considered accurate and final unless Merchant disputes them within sixty (60) calendar days of receipt of documentation showing the charges. No charges will be prorated for partial months including the month in which the Merchant's account is closed, and all charges commence on the date that the Merchant Bankcard Application is approved by FNBN and HMS. The following charges are applicable to this Agreement as of the effective date hereof (Merchant acknowledges that such charges may be changed and that other fees and/or charges may be added by FNBN and HMS pursuant to this Agreement):

See Processing Information on Application for Qualified Discount Rate for sales and credits, Online PIN Debit Fees, Electronic Benefits Transfer Fees, Auth/Batch Fee, and Device Monthly Fee.

Rewards Discount Rate for sales and credits: An additional 0.25% over the credit Qualified Discount Rate.

Mid-Qualified Discount Rate (MQR) for sales and credits: An additional 0.70% over the credit Qualified Discount Rate or as otherwise noted in the Adjustments section on Application.

Non-Qualified Discount Rate (NQR) for sales and credits: An additional 1.79% over the credit Qualified Discount Rate or as otherwise noted in the Adjustments section on Application.

Monthly Minimum: \$25.00/month or as otherwise noted in the Adjustments section on Application.

Annual Fee: See Processing Information on Application; to be charged annually on Anniversary Date.

Early Cancellation Fee: \$159.00 if Merchant cancels this Agreement prior to its one year term.

Voice Auth Fee: \$1.00 each.

Address Verification Service (AVS): \$0.10 each.

ISA Rate: 0.40% of Visa International Sales Volume.

Maintenance Fee: \$10.00/month per account.

eMerchant View: \$5.00/month per account.

Lighthouse Club: \$14.95/month per terminal.

Retrieval Fee: \$7.00 each.

Chargeback Fee: \$25.00 each.

Overlimit Fee: \$35.00 per occurrence.

ACH Reject Fee: \$25.00 per occurrence.

Settlement Account Change Fee: \$15.00 per occurrence.

Merchant DBA Name Change Fee: \$15.00 per occurrence.

Documentation Research Fee: \$20.00 per hour.

Requests for refunds of fees or statements or questions relating to fees must be addressed in writing to HMS within sixty (60) days of receipt of statement, but in no event more than ninety (90) days following imposition of the fee in question. FNBN's and HMS' liability with respect to any fee is limited to ninety (90) days from date statement issued.

LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to conflicts of laws principles. Any action or dispute arising from, or related to, this Agreement shall not be deemed proper unless brought in a court of competent jurisdiction located in Humboldt County, California.

AGREEMENT

IN WITNESS WHEREOF, the Merchant, HMS, and FNBN have caused their names to be signed hereto by their respective officers thereunto duly authorized as of the _____ day of _____, 20____, have read and hereby agree to all terms and conditions of the Merchant Bankcard Agreement (OA-006) available for viewing and/or downloading at: <https://www.merchantapply.com/agreement006>.

MERCHANT:

Principal or Corporate Officer Signature

Date

Principal or Corporate Officer Signature

Date

Print Name

Print Name

ACCEPTED BY:

Humboldt Merchant Services, P.O. Box 1479, Eureka, CA Date

1st National Bank of Nevada

Date

Sign Here

GUARANTEE

PERSONAL GUARANTEE: As a primary inducement to FNBN and HMS to enter into this Merchant Bankcard Processing Agreement with Merchant, and in consideration of FNBN's and HMS' acceptance of this Merchant Bankcard Application and Agreement, the undersigned Guarantor, jointly and severally if more than one, by signing this Agreement unconditionally and irrevocably guarantees the full and faithful performance by Merchant of each of its obligations to FNBN and HMS pursuant to this Agreement, as it now exists or as it may be amended from time to time, whether before or after termination or expiration and whether or not Guarantor has received any notice of any amendment and, in the event of any breach by Merchant, hereby waives Notice of Default and agrees to indemnify FNBN and HMS for any and all funds due from Merchant and perform any other obligation of Merchant pursuant to the terms of the Agreement. FNBN and HMS may proceed directly against Guarantor without first exhausting its remedies against any other person or entity responsible to, or any security held by, FNBN and HMS. Guarantor waives any and all rights of subrogation, reimbursement, or indemnity derived from Merchant and all other rights and defenses available to Guarantor under California Civil Code Section 2787 to 2856, inclusive, (or any similar suretyship laws), and further waives any and all rights or defenses arising by reason of any modification or change in the terms of the Agreement whatsoever, including, without limitation, the renewal, extension, acceleration, or other change in the time any payment or other performance thereunder is due, and/or any change in any interest, discount rate, or fee thereunder. Guarantor confirms that Guarantor, collectively or individually, is a party to the Agreement, and unconditionally and specifically authorizes FNBN and HMS, or its authorized agent, to debit any overdue fees, costs, chargebacks, fines, penalties, expenses, or obligations under the Agreement and/or any other contractual relationship between FNBN/HMS and Merchant from any personal checking account or other account owned or controlled by Guarantor, and further, to report any default hereunder or inquiries hereof on Guarantor's personal Credit Bureau Report. Guarantor agrees to pay all costs and expenses of whatever nature, including attorney's fees and other legal expenses, incurred by or on behalf of FNBN and HMS in connection with the enforcement of this Guarantee.

_____, An Individual, _____
Signature Date

_____, An Individual, _____
Signature Date

Sign Here