



# MERCHANT APPLICATION

## VISA DISCLOSURE

MEMBER BANK (ACQUIRER) INFORMATION	MERCHANT INFORMATION
ACQUIRER NAME: <u>First National Bank of Omaha</u> ACQUIRER ADDRESS: <u>1620 Dodge Street, Omaha, NE 68197</u> ACQUIRER PHONE: <u>(402) 633-2900</u>	MERCHANT NAME: _____ MERCHANT ADDRESS: _____ MERCHANT PHONE: _____
<b>IMPORTANT MEMBER BANK (ACQUIRER) RESPONSIBILITIES</b> 1. A Visa Member is the <b>only</b> entity approved to extend acceptance of Visa products directly to a Merchant. 2. A Visa Member must be a principal (signer) to the Merchant Agreement. 3. The Visa Member is responsible for educating Merchants or pertinent Visa Operating Regulations with which Merchants must comply. 4. The Visa Member is responsible for and must provide settlement funds to the Merchant. 5. The Visa Member is responsible for all funds held in reserve that are derived from settlement.	<b>IMPORTANT MERCHANT RESPONSIBILITIES</b> 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 supercede terms of the Merchant Agreement and are provided to ensure the Merchant understands some important obligations of each party and that the Visa Member (Acquirer) is the ultimate authority should the Merchant have any problems.



\_\_\_\_\_  
MERCHANT'S SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
MERCHANT'S NAME AND TITLE

**UNITED BANK CARD, INC.**  
 Post Office Box 4006  
 Clinton, NJ 08809

Tel: 800-201-0461  
 Fax: 908-730-7437  
[www.unitedbankcard.com](http://www.unitedbankcard.com)



NEW LOCATION  OWNERSHIP CHANGE  ADDITIONAL LOCATION

CHANNEL: ISO SOURCE: NA GROUP: UBC PARTNER: NA PROMO CODE:

ISO AGENT NAME REP CODE ISO OFFICE PHONE ISO OFFICE CODE ASSOC MERCHANT # 20 OFFICE USE ONLY SIC CODE FAIR ISAAC SCORE ANALYST

SECTION A - PLEASE COMPLETE MERCHANT'S BUSINESS INFORMATION

A1 MERCHANT INFORMATION

NAME OF ACCOUNT (DOING BUSINESS AS) EXACT LEGAL NAME DBA ADDRESS (IF DIFFERENT FROM LEGAL) LEGAL ADDRESS CITY STATE ZIP CITY STATE ZIP CONTACT TELEPHONE # FAX # E-MAIL ADDRESS WEBSITE ADDRESS FEDERAL TAX I.D. NUMBER TYPE OF OWNERSHIP: SOLE PROPRIETOR PARTNERSHIP CORPORATION LLC NON-PROFIT OTHER:

A2 MERCHANT PROFILE

MERCHANDISE/SERVICE SOLD YEARS IN BUSINESS PERCENT OF BUSINESS LENGTH OF CURRENT OWNERSHIP # OF LOCATIONS MONTHLY VOLUME AVERAGE TICKET AMOUNT HIGHEST TICKET AMOUNT CARD SWIPED MANUAL KEY WITH IMPRINT MAIL ORDER/TELEPHONE ORDER TOTAL HAS MERCHANT OR ANY PRINCIPAL BEEN TERMINATED AS A VISA/MASTERCARD MERCHANT (TMF)? HAS MERCHANT OR ANY PRINCIPAL DISCLOSED BELOW FILED BANKRUPTCY OR BEEN SUBJECT TO ANY INVOLUNTARY BANKRUPTCY? HAS MERCHANT PREVIOUSLY ACCEPTED CREDIT CARDS? DOES MERCHANT CONDUCT BUSINESS SEASONALLY? WHEN IS THE CARDHOLDER BILLED FOR PRODUCTS/SERVICES? DOES THE BUSINESS USE ANY THIRD PARTIES IN THE PAYMENT PROCESS? DELIVERY OF PRODUCTS: TIME OF SALE 1-3 DAYS 3-5 DAYS 5-15 DAYS 15 DAYS+ REFUND POLICY: Each merchant certifies that the average ticket size, highest ticket and sales volume indicated is accurate and acknowledges any variance to this information could result in delayed and/or withheld settlement of funds and/or termination of merchant.

E-COMMERCE MERCHANTS ONLY

SERVICE PROVIDER: DOES YOUR SITE HAVE A SECURE CERTIFICATE? YES NO LIST ALL APPLICABLE URL'S FOR YOUR WEBSITE: IF E-COMMERCE, DO YOU USE A FULFILLMENT CENTER? YES NO IF YES, PLEASE LIST CONTACT INFORMATION:

A3 OWNERS OR OFFICERS

PRINCIPAL #1 % OF EQUITY OWNERSHIP PRINCIPAL #2 % OF EQUITY OWNERSHIP SOCIAL SECURITY NUMBER DATE OF BIRTH TELEPHONE # SOCIAL SECURITY NUMBER DATE OF BIRTH TELEPHONE # RESIDENCE ADDRESS RESIDENCE ADDRESS CITY STATE ZIP CITY STATE ZIP

A4 REFERENCES

TRADE REFERENCE CONTACT ACCOUNT # TELEPHONE # TRADE REFERENCE CONTACT ACCOUNT # TELEPHONE #

A5 BANKING INFORMATION PLEASE INCLUDE A VOIDED CHECK OR BANK LETTER

NAME OF MERCHANT'S BANK CONTACT BANK LOCAL TELEPHONE # ROUTING/ABA # DBA/CHECKING ACCOUNT

**SECTION B – PLEASE SELECT CARD TYPES AND INPUT THE ACCOUNT RATES AND CHARGES**

**B1 REQUESTED CARD TYPES**

All card types will be applied for unless otherwise instructed.

- VISA DEBIT       VISA CREDIT       AMERICAN EXPRESS       JCB       VOYAGER       EBT  
 MASTERCARD DEBIT       MASTERCARD CREDIT       DISCOVER       DEBIT       WRIGHT EXPRESS

**B2 MERCHANT ACCOUNT RATES\***

MERCHANT TYPE:  RETAIL  RESTAURANT  FUEL  LODGING  MOTO  E-COMMERCE  SUPERMARKET  OTHER

SELECT ONE:  2 - TIER (MOTO/E-COMMERCE ONLY)      RATE 1: \_\_\_\_\_      RATE 2: RATE 1 + 1.79 + 10¢  
 3 - TIER      RATE 1: \_\_\_\_\_      RATE 2: RATE 1 + 1.39 + 10¢      RATE 3: RATE 1 + 1.79 + 10¢  
 4 - TIER      RATE 1: \_\_\_\_\_      RATE 2: \_\_\_\_\_      RATE 3: RATE 2 + 1.39 + 10¢      RATE 4: RATE 2 + 1.79 + 10¢  
 IC PLUS      INTERCHANGE, DUES & ASSESSMENTS + \_\_\_\_\_ + \_\_\_\_\_ ¢

\*PLEASE REFER TO THE TERMS AND CONDITIONS FOR THE RATE DESCRIPTIONS.

**B3 TRANSACTION CHARGES**

<input checked="" type="checkbox"/> VISA/MASTERCARD	SECTION B2 % + _____ ¢	<input checked="" type="checkbox"/> BATCH	\$ <u>\$0.35</u>
<input checked="" type="checkbox"/> DISCOVER	SET BY DISCOVER % + <u>25</u> ¢	<input checked="" type="checkbox"/> VOICE AUTHORIZATION FEE	\$ <u>\$1.75</u>
<input type="checkbox"/> JCB	N/A % + <u>25</u> ¢	<input checked="" type="checkbox"/> CHARGEBACK FEE	\$ <u>\$30.00</u>
<input checked="" type="checkbox"/> PIN DEBIT <input type="checkbox"/> INCLUDE NETWORK PASS-THROUGH	N/A % + <u>69</u> ¢	<input checked="" type="checkbox"/> RETRIEVAL REQUEST	\$ <u>\$25.00</u>
<input type="checkbox"/> EBT	N/A % + _____ ¢	<input checked="" type="checkbox"/> NSF FEE	\$ <u>\$25.00</u>
<input type="checkbox"/> AMERICAN EXPRESS	SET BY AMEX % + <u>25</u> ¢	<input checked="" type="checkbox"/> DDA CHANGE FEE	\$ <u>\$25.00</u>

CHECK ONE FOR AMERICAN EXPRESS:  
 RETAIL  \$0.10 TRANS FEE + 0.30% CNP DOWNGRADE  
 SERVICES, WHOLESALE + ALL OTHER  \$0.15 Trans Fee

**SPECIAL PETROLEUM CARD TYPES** (WRIGHT EXPRESS SETUP REQUIRES ADDITIONAL PAPERWORK. A \$25.00 SETUP FEE PER LOCATION, PER SPECIAL CARD TYPE WILL BE ASSESSED)

WRIGHT EXPRESS (WEX)      SET BY WEX % + 20 ¢       VOYAGER      3.5 % + 20 ¢

Please refer to the terms and conditions for standard fees and the early termination fee. Early termination of this agreement may result in a minimum penalty of \$250.00.

**B4 SERVICE CHARGES**

**SERVICE FEES**

MONTHLY SERVICE FEE      \$ \_\_\_\_\_  
 MONTHLY MINIMUM      \$ 25.00  
 DEBIT ACCESS FEE      \$ \_\_\_\_\_  
 HARBORTOUCH QUARTERLY SERVICE FEE (PER TERMINAL)      \$ \_\_\_\_\_

**ONLINE ACCOUNT REPORTING - IMS**

Online reporting includes daily transaction history, settlements, deposits, fees, chargebacks and end of month statements. Included in the IMS service is a reasonable amount of processing supplies including printer paper and ribbons. The 60 day free trial is valued at more than \$26.00.

60 Day Trial

**SECTION C – PLEASE SELECT OPTIONAL SERVICES**

**C1 FE PROGRAM**

For complete terms and conditions, please see the attached agreement or ask your sales representative for more information.

- NURIT 8500x TERMINAL       HYPERCOM T4100 TERMINAL       NURIT 8000 WIRELESS TERMINAL       WAY SYSTEMS MTT       EN CHECK 2500 CHECK READER

**C2 ONLINE GATEWAY & VIRTUAL TERMINAL SERVICE**

AUTHORIZE.NET  
 OTHER: \_\_\_\_\_  
 SETUP FEE (COLLECTED BY SALES AGENT)      \$ \_\_\_\_\_  
 GATEWAY ACCESS FEE      \$ \_\_\_\_\_  
 PER TRANSACTION FEE      \$ \_\_\_\_\_  
 E-MAIL ADDRESS: \_\_\_\_\_

**C3 SIGNATURE CAPTURE SERVICES**

MONTHLY FEE      \$ \_\_\_\_\_  
 PER IMAGE BATCH UPLOAD      \$ \_\_\_\_\_

**C4 WIRELESS TERMINALS (PER TERMINAL) WHEN APPLICABLE**

SETUP FEE      \$ 35.00  
 MONTHLY FEE      \$ 19.95  
 TRANSACTION FEE      \$ 0.05

**C5 MANUAL IMPRINTER**

YES      If yes, the cost is \$35.00. Visa/MC regulations require an imprint for non-swipe transactions.  
 NO, DO NOT WANT ONE      By checking this box and initialing below, the merchant acknowledges that an imprint is required for non-swiped transactions.  
 Merchant Initials: \_\_\_\_\_

**C6 FREE GIFT CARD ENROLLMENT**

By choosing this option, I understand that I will be enrolled in a 60 day trial gift card program and will receive 25 free gift cards (customized with the business name, address and telephone number), 25 gift card sleeves with envelopes, 2 window decals and an acrylic stand with insert and gift card pocket.

- YES! PLEASE ENROLL ME IN UNITED BANK CARD'S GIFT CARD PROGRAM AND SEND ME 25 FREE GIFT CARDS**  
 **YES! PLEASE CONTACT ME ABOUT UNITED BANK CARD'S PREMIUM CUSTOM GIFT CARDS**

During the 60 Day Trial, merchant will pay no monthly fees or cost for the 25 Free Gift Card Package or the service. After the 60 day trial, merchant will be assessed a monthly gift card service fee of \$19.95. After the trial has expired, Merchant is entitled to receive additional trial gift cards while participating in the program. A per-item fee of \$0.20 will apply for each gift card transaction, inquiry attempt, activation or decline.

**SECTION C (CONTINUED) — PLEASE SELECT OPTIONAL SERVICES**

**C7**  **CHECK SERVICES**



CURRENT SERVICE PROVIDER

CURRENT RATE

CURRENT MONTHLY CHECK SALES

TOTAL MONTHLY CHECK LOSSES

\$

\$

PLEASE SELECT CHECK CONVERSION PLUS OR STANDARD CHECK SERVICE (SEE TERMS AND CONDITIONS FOR DETAILS)

**CHECK CONVERSION PLUS** (MAXIMUM APPROVAL LIMIT OF \$1,000.00)

SELECT ENHANCEMENT PACKAGE:

- ENHANCEMENT PACKAGE #1 (INCLUDES BUSINESS CHECKS) \$5.00/MONTH
- ENHANCEMENT PACKAGE #2 (INCLUDES STOP PAYMENT CHECKS) \$10.00/MONTH

DISCOUNT RATE \_\_\_\_\_

CHECK IMAGER  YES  NO

**STANDARD CHECK SERVICE** (MAXIMUM APPROVAL LIMIT OF \$1,000.00)

SELECT PREMIUM:

- MULTIPLE CHECK PREMIUM \$0.02/TRANSACTION
- STOP PAYMENT PREMIUM \$0.02/TRANSACTION
- ENHANCEMENT PACKAGE (INCLUDES ALL PREMIUMS) \$5.00/MONTH

DISCOUNT RATE \_\_\_\_\_

STANDARD FEES: TRANSACTION FEE: \$0.25/TRANSACTION, SUBSCRIPTION FEE: \$10.00/MONTH, MONTHLY MINIMUM FEE: \$30.00/MONTH, RETURNED ITEM FEE: \$3.00/ITEM, CHARGEBACK FEE: \$25.00/ITEM. CANCELLATION FEE: \$199.00

BY INITIALING HERE, I AGREE TO THE ABOVE: \_\_\_\_\_

**C8**  **SUPPLY/MEMBERSHIP PROGRAMS**

**TERMINAL SUPPLY PROGRAM** (INCLUDED WITH IMS IN SECTION B4)

For \$6.50 /month per terminal, merchant elects to participate in a terminal supply program. Included in this program will be a reasonable amount of paper, ribbon and supplies. The fee will automatically be debited and included on a monthly statement.

**ANNUAL MEMBERSHIP ENROLLMENT**

An annual membership fee of \$79.00 per merchant number is billed within 30 to 60 days after this application has been approved and is debited directly from merchant's designated account. The annual membership covers notification and postage expenses plus account maintenance. Merchants participating in the FE Program (C1) are required to have an Annual Membership Fee.

**C9**  **CHARITABLE DONATIONS — "PENNIES FOR HUMANITY" A UBC PHILANTHROPIC PROGRAM**

Donate a tax deductible portion from every transaction to one of the following charitable organizations.

Please check all that apply. A sticker and marketing collateral signifying the charity(s) of your choice and participation in this program will be sent to Merchant. Proceeds raised by Merchant under this program will be recapped on a monthly and annual statement. Please see the Terms & Conditions for complete details.



AMERICAN CANCER SOCIETY



Make-A-Wish Foundation®



NATIONAL FEDERATION OF THE BLIND



NATIONAL CANCER COALITION

DONATION AMOUNT PER TRANSACTION:

- 1 CENT
- 2 CENTS
- 5 CENTS
- OTHER: \_\_\_\_\_

**C10**  **AMERICAN EXPRESS BUSINESS CARD APPLICATION**

By selecting a box and signing below, merchant understands that they are applying for an American Express Small Business Card. (Applicants who sign below but do not check a box or check both boxes will be deemed to be applying for a SimplyCash<sup>SM</sup> Business Card.



**PLEASE ALSO CONSIDER ME FOR A Business Gold Rewards™ Card**

\*First year fee-free - then a \$125.00 annual fee (see Appendix A in Terms and Conditions booklet for details).



**PLEASE ALSO CONSIDER ME FOR A SimplyCash<sup>SM</sup> Business Card**

\*Low introductory APR on purchases, then the standard APR on purchases will apply (see Appendix A in Terms and Conditions booklet for details).

PLEASE SHOW US HOW YOU WOULD LIKE YOUR NAME AND COMPANY NAME TO APPEAR ON THE CARD:

\_\_\_\_\_  
NAME ON CARD (PLEASE DO NOT EXCEED 20 SPACES)

\_\_\_\_\_  
COMPANY NAME ON CARD (PLEASE DO NOT EXCEED 20 SPACES)

IT'S EASY TO ADD CARDMEMBERS. ADDITIONAL CARDS FOR EMPLOYEES:

1. \_\_\_\_\_  
NAME OF ADDITIONAL CARDMEMBER

2. \_\_\_\_\_  
NAME OF ADDITIONAL CARDMEMBER

1. \_\_\_\_\_  
SOCIAL SECURITY NUMBER

2. \_\_\_\_\_  
SOCIAL SECURITY NUMBER

By signing below, I represent that I have read and am authorized to sign and submit this application on behalf of the entity above and all information I have provided herein is true, complete, and accurate. I authorize American Express Travel Related Services Company, Inc. ("American Express") to verify the information in this application and receive and exchange information about me personally, including by requesting reports from consumer reporting agencies. I authorize and direct American Express to inform me directly, or through the entity above, of reports about me that American Express has requested from consumer reporting agencies. Such information will include the name and address of the agency furnishing the report. I understand that upon American Express' approval of the 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 entity along with a Welcome Letter. By accepting the American Express Card for the purchase of goods and/or services, or otherwise indicating its intention to be bound, the entity agrees to be bound by the Terms and Conditions.

SIGNATURE on behalf of you and the company\* \_\_\_\_\_ DATE \_\_\_\_\_

\*By signing the above I certify that I am a partner, proprietor, or other officer of the firm who is authorized to open the account on behalf of the company. Enter your name to certify the application on behalf of the company.

SECTION D – PLEASE REVIEW AND COMPLETE WITH SIGNATURES

D1 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.

D2 DISCLAIMER

MERCHANT has indicated above which additional optional services it is requesting. MERCHANT agrees that FNBO is not a party to any agreement for the optional services and any such agreement is strictly between MERCHANT and the company providing the service. 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.

D3 FUNDS TRANSFER AUTHORIZATION

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

D4 SITE SURVEY REPORT (TO BE COMPLETED BY SALES REPRESENTATIVE)

MERCHANT LOCATION:  RETAIL LOCATION WITH STOREFRONT  OFFICE BUILDING  RESIDENCE  OTHER:

WHOM DOES THE MERCHANT LEASE FROM? (NAME & TELEPHONE #)

SQUARE FOOTAGE:  0-250  251-500  501-2000  2000+ THE MERCHANT:  OWNS  LEASES THE BUSINESS PREMISES PHOTOS ATTACHED?  YES  NO

DOES THE AMOUNT OF INVENTORY AND MERCHANDISE ON SHELVES APPEAR TO BE CONSISTENT WITH THE TYPE OF BUSINESS?  YES  NO

FURTHER COMMENTS BY INSPECTOR (MUST BE COMPLETED):

I hereby verify that this application has been fully completed by merchant and that I 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.

X AGENT SIGNATURE AGENT NAME (PLEASE PRINT) SALES REP ID DATE

D5 PERSONAL GUARANTY (NO TITLES)

GUARANTY: THIS general, absolute, and unconditional continuing Guaranty ("GUARANTY") by the undersigned (collectively "GUARANTOR" or "my" or "I" or "me"), is for the benefit of First National Bank of Omaha and SPC, Inc. (collectively referred to as "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 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

X PRINCIPAL#1 FROM APPLICATION - SIGNATURE DATE X PRINCIPAL#2 FROM APPLICATION - SIGNATURE DATE PRINT NAME PRINT NAME

D6 SIGNATURES

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 the 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 MERCHANT BUSINESS

[Empty box for Merchant Business Name]

X PRINCIPAL#1 FROM APPLICATION - SIGNATURE DATE X PRINCIPAL#2 FROM APPLICATION - SIGNATURE DATE PRINT NAME TITLE PRINT NAME TITLE

X ACCEPTED BY UNITED BANK CARD X ACCEPTED BY FIRST NATIONAL BANK OF OMAHA

SPECIAL INSTRUCTIONS:

[Empty box for Special Instructions]