



U.S. MERCHANT SYSTEMS™

U.S. MERCHANT SYSTEMS
 3125 Skyway Court
 Fremont, CA 94539
 Tel: 510-771-2100
 Toll-free: 800-655-8767
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- NEW ACCOUNT
- REPROGRAM
- ADDITIONAL PRODUCTS
- MID ONLY
- OWNERSHIP CHANGE

HealthTranz Payment Solutions MERCHANT APPLICATION

ISO/MSP for HSBC Bank USA, N.A. Buffalo, NY. Member FDIC.

AGENT USE ONLY

APPLICATION DATE	AGENT/REP NAME Ron Barnett	AGENT/REP ID # 14417
OFFICE NAME	OFFICE ID #	OFFICE PHONE 254-772-8131

MERCHANT INFORMATION

BUSINESS LEGAL NAME		DBA NAME			
LOCATION ADDRESS	CITY	STATE	ZIP	HOW LONG AT ADDRESS	
SHIPPING ADDRESS	CITY	STATE	ZIP	TIME IN BUSINESS	
CONTACT	BUSINESS PHONE	BUSINESS FAX	BUSINESS HOURS	SOLE OWNER PARTNERSHIP CORPORATION LLC NON-PROFIT OTHER	
FEDERAL TAX ID# (CORPORATION/LLC ONLY)	E-MAIL	WEB ADDRESS			
TYPE OF BUSINESS	PRODUCT / SERVICE SOLD				
ARE YOU PROCESSING BANKCARDS NOW OR HAVE YOU IN THE PAST? <input type="checkbox"/> NO <input type="checkbox"/> YES	IF YES, NAME OF PROCESSOR	HAVE ANY OF THE PRINCIPALS EVER HAD A BANKCARD RELATIONSHIP TERMINATED? IF YES, ATTACH LETTER OF EXPLANATION			NO YES
HAVE YOU OR ANY ASSOCIATED PRINCIPAL DISCLOSED BELOW EVER FILED FOR BANKRUPTCY OR BEEN SUBJECT TO ANY INVOLUNTARY BANKRUPTCY? NO YES DATE:	# OF LOCATIONS	SIC/MCC CODE			

PRINCIPAL OWNERS (COMPLETED INFORMATION REQUIRED IN ORDER TO COMPLY WITH SECTION 326, USA PATRIOT ACT OF 2001)

PRINCIPAL NO. 1 NAME	TITLE	% OWNERSHIP	RESIDENCE PHONE		
SOCIAL SECURITY #	DOB	DRIVER LICENSE #	STATE	E-MAIL	
RESIDENCE ADDRESS	CITY	STATE	ZIP	HOW LONG	
PREVIOUS ADDRESS	CITY	STATE	ZIP	HOW LONG	
PRINCIPAL NO. 2 NAME	TITLE	% OWNERSHIP	RESIDENCE PHONE		
SOCIAL SECURITY #	DOB	DRIVER LICENSE #	STATE	E-MAIL	
RESIDENCE ADDRESS	CITY	STATE	ZIP	HOW LONG	
PREVIOUS ADDRESS	CITY	STATE	ZIP	HOW LONG	

REFERENCE

NAME (BUSINESS)	CONTACT NAME	PHONE
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MEMBER BANK RELATIONSHIP INFORMATION

MEMBER BANK INFORMATION HSBC Bank USA, National Association Merchant Support Group P.O. Box 3263 Buffalo, NY 14240 Tel: 716-841-6360	DEBIT SPONSOR INFORMATION Concord EFS National Bank 2525 Horizon Lake Drive Suite 120 Memphis, TN 38133-8119 Tel: 901-371-8000	DEBIT SPONSOR INFORMATION JP Morgan Chase, N.A. 1111 Polaris Parkway, Suite 1A OH1-0242 Columbus, OH 43240-2050 Tel: 614-213-3263
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IMPORTANT MEMBER BANK RESPONSIBILITIES:

- A Visa Member is the only entity approved to extend acceptance of Visa products directly to the merchant.
- A Visa Member must be a principal (signer) to the Merchant Agreement.
- The Visa Member is responsible for educating Merchants on pertinent Visa Operating Regulations with which Merchant must comply.
- The Visa Member is responsible for and must provide settlement funds to the Merchant.
- The Visa Member is responsible for all funds held in reserve that are derived from the settlement.

IMPORTANT MERCHANT RESPONSIBILITIES:

- Merchant must ensure compliance with cardholder data security and storage requirements.
- Merchant must maintain fraud and chargebacks below thresholds.
- Merchant must review and understand the terms of the Merchant Agreement.
- Merchant must comply with the Visa Operating Regulations.

The responsibilities listed in this section do not supersede terms of the Merchant Agreement and are provided to ensure the Merchant understands these specific responsibilities.

CARDHOLDER ELECTRONIC DATA STORAGE COMPLIANCE (Required)

IS (OR WILL) CARDHOLDER DATA BE STORED ELECTRONICALLY? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	IF YES, WHERE IS CARDHOLDER DATA STORED ELECTRONICALLY? <input type="checkbox"/> MERCHANT ONLY <input checked="" type="checkbox"/> CERTIFIED APPLICATION PROVIDER (CAP) ONLY <input type="checkbox"/> BOTH MERCHANT AND CAP <input type="checkbox"/> GAA EXPORT ONLY	HAVE YOU EVER EXPERIENCED A DATA COMPROMISE EVENT? YES NO
NAME OF PRIMARY CAP/VALUE ADDED RESELLER* (if applicable) Modern Payments	NAME OF SECONDARY CAP/VALUE ADDED RESELLER* (if applicable)	

*Note that CAPs and VARs are third party solutions that may transmit or store data.

MERCHANT INITIALS (Required):

X

BANKCARD SERVICES

VISA, MASTERCARD & Discover (NOTE: You will be enrolled for Visa/MasterCard & Discover Credit and Debit Services unless otherwise specified below.)

DO NOT ENROLL ME IN VISA/MASTERCARD CREDIT SERVICES DO NOT ENROLL ME IN VISA/MASTERCARD DEBIT SERVICES

Single Tier Downgrade *VISA/MC/DISCOVER IC/ Assessments Plus

QUALIFIED DISCOUNT RATE	N/A	%	AUTHORIZATION FEE	\$ 0.20	QUALIFIED E-COMMERCE / CARD NOT PRESENT / KEY ENTERED RATE	2.25%	BANKCARD SALES PROFILE		
*SIGNATURE DEBIT RATE	N/A	%	SIGNATURE DEBIT PER ITEM FEE	\$ N/A	NON-QUAL SURCHARGE	1%			
MAINTENANCE FEE (Includes Statement Fee)	\$ 8.00		AVS SURCHARGE	\$ 0	REQUESTED AVERAGE MONTHLY VOLUME	\$		CARD SWIPE	%
MONTHLY MINIMUM	\$ 0		IVR (VOICE AUTH) FEE	\$ 1.50	REQUESTED AVERAGE TICKET AMOUNT	\$		MANUALLY KEYPED WITH IMPRINT	%
ONLINE ACCESS FEE	\$ N/A		RETRIEVAL FEE	\$ 10.00	REQUESTED MAXIMUM TICKET AMOUNT	\$		VIRTUAL TERMINAL	90 %
ANNUAL FEE	\$ 0		CHARGEBACK FEE / ACH REJECT FEE	\$ 25.00	BATCH HEADER FEE	\$ 0.25		INTERNET (CAT)	10 %
					NON-BANKCARD FEE	\$ 0.25	TOTAL	100 %	

I/We understand and agree to the following: 1) Qualified Discount Rate as stated above will be charged on: a) Electronically authorized and swiped bankcard transactions that are batched and closed daily; b) Exceptions may apply for transactions qualifying for Car Rental, Lodging, Card Not Present, and Ecommerce Business types. 2) A Mid Qualified Surcharge of up to 1.48% + \$0.10 higher than the Qualified Discount Rate will be added under the following circumstances: a) Cardholder and card present at merchant's point of sale device, key entered, signature obtained, Address Verification Service (AVS) with full match of billing zip code, settled within three days of authorization; settle amount must equal authorized amount; b) Card not present, single auth only, order number required, AVS with full match of billing zip code, settled within two days of authorization, settle amount must equal authorized amount. 3) Bankcard transactions that do not meet the minimum requirements stated above may be surcharged a Non Qualified surcharge up to 1.98% + \$0.10 higher than the Qualified rate. Non Qualified surcharges may also apply to transactions on Business, Corporate, Int'l Purchase & Commercial Cards; T&E, Mail/Telephone, Ecommerce transactions may also be surcharged a Non Qualified Rate. 4) Visa Rewards Cards may be assessed a surcharge of up to .49%. 5) World, World Elite, and Enhanced Value Mastercard transactions may be assessed from .39% to 2.09%, based on Mastercard Interchange. 6) Certain Discover transactions may be assessed a .15% surcharge. 7) Cross Border transaction assessments up to .30%. Merchant will be assessed Cross-Border fees for international MasterCard and Maestro transactions. Any transactions between Merchant and a MasterCard or Maestro cardholder outside the United States will be assessed an additional fee, which will be displayed as a separate item on Merchant's monthly statement. 8) If *Visa/MC/Discover Interchange (IC)/Assessments Plus, all transactions will be assessed the current, published interchange rates, dues, and assessments, in addition to the Qualified Discount Rate as stated above. 9) * Signature Debit Discount Rate: Unless otherwise specified, Signature debit and Qualified Discount rate will be the same. 10) * If Single Tier Downgrade, all Visa Rewards, World, World Elite, and Enhanced Value Mastercard transactions will be surcharged at Non-Qualified rate.

ADDITIONAL CREDIT AND DEBIT SERVICES NOTE: American Express is subject to separate approval.

AMERICAN EXPRESS	ENROLL ME I HAVE AN EXISTING ACCOUNT	DISCOUNT RATE Set by Amex	FLAT RATE PROGRAM: Merchants with an annual Amex volume less than \$6,000 are billed up to \$5.95/mo. flat fee instead of a discount rate.	AMEX MERCHANT ID
EBT	<input type="checkbox"/> I HAVE AN EXISTING ACCOUNT	MONTHLY FEE \$5.00	TRANSACTION FEE \$ (If left blank, equal to authorization fee)	EXISTING EBT ID
DEBIT (PIN-based)	PIN-DEBIT DESIRED? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	DEBIT ACCESS FEE	PER ITEM FEE \$ (If left blank, equal to authorization fee)	DISCOUNT RATE % + ASSOCIATED DEBIT NETWORK FEES

MERCHANT RECEIPT FORM

QTY	EQUIPMENT TYPE	MAKE	MODEL	STATUS	AMOUNT	TOTAL
	POS TERMINAL			<input type="checkbox"/> NEW <input type="checkbox"/> REPROGRAM		
	PRINTER			<input type="checkbox"/> NEW <input type="checkbox"/> EXISTING		
	EXTERNAL PIN-PAD			<input type="checkbox"/> NEW <input type="checkbox"/> NEED ENCRYPTION		
	CHECK READER			<input type="checkbox"/> NEW <input type="checkbox"/> REPROGRAM		
	MANUAL IMPRINTER			<input type="checkbox"/> NEED NEW PLATE <input type="checkbox"/> NO PLATE NEEDED	\$ 25.00	
	GATEWAY			<input type="checkbox"/> NEW <input type="checkbox"/> REPROGRAM		
	POS SOFTWARE			<input type="checkbox"/> NEW <input type="checkbox"/> REPROGRAM		
1	HEALTHTRANZ:	ModPay Virtual Terminal				\$ 0
	OTHER:					

EQUIPMENT INFORMATION

POS APPLICATION

- RETAIL MOTO WITH AVS
 RETAIL WITH TIPS RESTAURANT WITH TIPS
 LODGING RESTAURANT WITHOUT TIPS
 SEASONAL POS SYSTEM / SOFTWARE
 LEVEL II AND/OR LEVEL III

PARAMETERS (Bold indicates default setting)

- CONNECTIVITY DIAL-UP IP*
 CVV2/CVC2 ON KEYED TRANSACTIONS YES NO
 ONLY TRUNCATE CARDHOLDER COPY YES BOTH
 AUTO-SETTLE (EXCL. RESTAURANT) YES* NO
 DIAL ACCESS CODE NONE 9 OTHER:
 RESTAURANT TIP ADJUST RECEIPT YES NO
 RESTAURANT SERVER ID YES NO

PIN-DEBIT ONLY:

- SURCHARGE* NO YES, AMOUNT:
 CASH BACK* NO YES, AMOUNT:

*Not available on all equipment. Consult Terminal Matrix.

TOTAL EQUIPMENT PURCHASE AMOUNT	\$ 0
SALES TAX (%) Applies to tangible products purchased by CA merchants	
FIRST LEASE PAYMENT (Terms \$ X Mos.)	
VISA / MASTERCARD APPLICATION FEE (Non-refundable)	
OTHER APPLICATION FEES <input type="checkbox"/> AMEX <input type="checkbox"/> DISC <input type="checkbox"/> EBT <input type="checkbox"/> OTHER	
REPROGRAMMING FEE	
SHIPPING <input type="checkbox"/> GROUND (\$15.00) <input type="checkbox"/> 2-DAY (\$25.00) <input type="checkbox"/> OVERNIGHT (\$35.00) <input type="checkbox"/> OTHER	
LEASE DOCUMENTATION FEE	
MERCHANT CLUB <input type="checkbox"/> SILVER (\$4.95/Mo) <input type="checkbox"/> GOLD (\$9.95/Mo) <input type="checkbox"/> PLATINUM (\$14.95/Mo)	ACH
SUB TOTAL	\$ 0
TRADE-IN CREDIT	
OTHER PAYMENTS	
TOTAL DUE	\$ 0

MERCHANT INITIALS (Required):

X

PAYMENT INFORMATION			
PAYMENT METHOD <input type="checkbox"/> CHECK <input checked="" type="checkbox"/> ACH <input type="checkbox"/> CREDIT/DEBIT CARD		CARD NUMBER	EXP
NAME ON CARD	BILLING ADDRESS	STATE	ZIP

HEALTHTRANZ FEES	
ACTIVATION FEE \$ N/A	MONTHLY SERVICE FEE \$ N/A

HEALTHTRANZ SERVICES			
<input type="checkbox"/> ONLINE PATIENT ELIGIBILITY	<input type="checkbox"/> CHECK CONVERSION	<input type="checkbox"/> ELECTRONIC STATEMENT PRINTING	<input type="checkbox"/> ELECTRONIC CLAIMS
<input checked="" type="checkbox"/> CREDIT CARD/DEBIT CARD	<input checked="" type="checkbox"/> RECURRING PAYMENTS	<input type="checkbox"/> PATIENT FINANCING	<input type="checkbox"/> ACCOUNT RECOVERY

ELECTRONIC FUNDS TRANSFER (INCLUDED VOIDED CHECK OR BANK LETTER – MUST BE A CHECKING ACCOUNT)			
ACH TRANSACTION FEE \$ Included	CREDIT CARD GATEWAY FEE \$ Included		
REVOKE AUTHORIZATIONS \$ Included	NSF FEE \$ Included	PAYMENT ALERTS \$ Included	

WIRELESS FEES (APPLIES ONLY TO MERCHANTS USING WIRELESS EQUIPMENT, CHARGED PER TERMINAL)			
WIRELESS SERVICE NEEDED? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	ACTIVATION FEE N/A	PER TRANSACTION FEE N/A	MONTHLY ACCESS FEE N/A

DEPOSIT BANK INFORMATION (INCLUDED VOIDED CHECK OR BANK LETTER – MUST BE A CHECKING ACCOUNT)		
BANK NAME	PHONE	CITY
ABA ROUTING #	ACCOUNT NUMBER	

MERCHANT SITE INSPECTION (INCLUDED ANY INTERIOR AND EXTERIOR PHOTOS)		
SPECIFIC BUSINESS TYPE	TYPE OF BUILDING <input type="checkbox"/> RETAIL <input type="checkbox"/> RESTAURANT <input checked="" type="checkbox"/> OFFICE <input type="checkbox"/> WAREHOUSE <input type="checkbox"/> RESIDENCE <input type="checkbox"/> HOTEL <input type="checkbox"/> OTHER	SQ. FOOTAGE
MERCHANDISE SOLD Healthcare Services	FULLFILLMENT HOUSE DOES THE MERCHANT USE A FULLFILLMENT HOUSE? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	By signing here I certify that I have visited the location and the information herein set forth is true and correct.
DATE	IF YES, WAS THE FULLFILLMENT HOUSE INSPECTED? <input type="checkbox"/> YES <input type="checkbox"/> NO	
COMMENTS		

SPECIAL INSTRUCTIONS

AMERICAN EXPRESS® ACCEPTANCE 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.

CERTIFICATION AND AGREEMENT By signing below, the Merchant named above: (1) certifies that all information and documents submitted in connection with this Application are true and complete; (2) authorizes Bank or its agent to verify any information given, including credit references, and to obtain credit reports (including a spouse's if in a community property state) and check applicant's name(s) against government anti-terror watchlist(s); (3) acknowledges receipt of the booklet entitled "Merchant Operating Guide," and have read and agreed to the Agreements contained therein: the "Merchant Processing Agreement" between Merchant and EVO Merchant Services, Inc., Global Payment Direct, Inc. and HSBC Bank USA, N.A. the "Business Agreement" between Merchant and US Merchant Systems, Inc., the "Merchant Debit Card Service Addendum" applicable if you have selected to accept Debit cards on this application, and the "Reserve Acknowledgement and Agreement," all of which is incorporated herein and deemed a part by reference, and agrees to be bound by the terms and conditions thereof (such contract, together with this Application."); (4) have read and agreed to all terms and conditions that have been presented in this guide, the Merchant Operating Guide defined in section 3 above, the Merchant Application, all terms and conditions as stated on the Merchant Application, as well as I acknowledge my Duty to Read each of the documents as referenced herein for their terms and/or conditions establishing my obligations, duties and responsibilities to all contracting parties, (5) agrees that Merchant and each transaction submitted to Bank will be bound by the terms and conditions in the Merchant Processing Agreement; and (6) agrees that Merchant will submit transactions to Bank only in accordance with the information in this Application and will immediately inform the service provider in writing if any information in this Application changes; and (7) Agrees that if Merchant terminates this Agreement before the end of the initial 3 year term, you will immediately pay EVO, Global, or U.S. Merchant Systems as liquidated damages, an early termination fee equal to the amount of \$250 or as permitted by state law. You agree that the early termination fee is not a penalty, but rather is reasonable in light of the financial harm caused by your early termination.

BY: _____ DATE: _____
Merchant Principal or Corporate Officer Signature

PRINT NAME: _____

BY: _____ DATE: _____
Merchant Principal or Corporate Officer Signature

PRINT NAME: _____

PERSONAL GUARANTY In consideration of bank and the service provider's acceptance of this agreement, and payment of all sums due thereafter, and in the event of default, hereby waives notice of default and agrees to indemnify Bank and the service provider for all funds due from Merchant pursuant to the terms of the Merchant Processing Agreement (Agreement). Guarantor waives any and all rights of subrogation, reimbursement or indemnity derived from Merchant and all other right and defenses available to Guarantor under California Civil Code Sections 2787 to 2856, inclusive (or any similar 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 or other performance thereunder is due, and / or any change in any interest or discount rate or fee thereunder. Guarantor confirms that guarantor, collectively or individually, is a party to the Agreement, and unconditionally and specifically authorizes Bank, or its authorized Agent, to debit my overdue fees, costs, chargebacks, fines, fees, penalties, expenses or obligations under the Agreement and / or any contractual relationship with Bank or the service provider from any personal checking account or other account owned or controlled by Guarantor, and further to report any default hereunder 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 Bank or the service provider in connection with the enforcement of this Guaranty.

BY: _____ DATE: _____
As an Individual

PRINT NAME: _____

BY: _____ DATE: _____
As an Individual

PRINT NAME: _____

MOTO/INTERNET FORM

Mail Order / Telephone Order / Internet Merchants

Merchant Name: _____ Phone Number: _____

1. Type of merchant (Check Applicable Boxes): Internet/Online Sales Mail/Telephone Order

2. What product(s) or service(s) does your organization provide to the cardholder? Please be specific. **Healthcare**

3. Does your organization have a storefront location? No Yes. If "Yes", provide the physical street address for each location?

4. Are orders received and processed at business location? No Yes

5. Where is inventory housed? **N/A**

6. Who provides order fulfillment services? **N/A**

7. Describe your refund/cancellation policy (include restocking charges if applicable). **N/A**

8. Describe prizes or other incentives that are used to promote sales. **N/A**

9. If product requested is not in stock, what is your policy? **N/A**

10. Are deposits required for products/services? No Yes, indicate the % _____

11. Is the customer's signature obtained at time of delivery? No Yes. If "Yes", explain process:
Customers sign an authorization form requesting repetitive payments, or in the case of Web based payments is required to enter a shared secret identifier (the customer's account number with the office)

12. What is the customer service number? (toll-free preferred): **N/A**
(This will post to the cardholders statement and is required on internet commerce accounts.)

13. Does Merchant charge for goods/services prior to shipment? No Yes **N/A**

Please indicate how long after card is charged does customer receive their purchase/service.

Within 48 hrs. Within 2-5 days Within 2-3 Weeks Other:

14. Merchant Web Site URL Listing: **N/A**

Merchant signature attests to the accuracy provided and agrees that any change in the business described in this Addendum will not be implemented without authorization from the service provider.

Signature: _____ Date: _____

Print Name: _____