

BANK OF AMERICA, N.A.

MERCHANT SERVICES APPLICATION

1. MERCHANT BUSINESS INFORMATION (If P. O. Box, Physical Location Is Also Needed)

LEGAL BUSINESS NAME _____ CONTACT NAME _____
 DBA NAME _____
 PHYSICAL ADDRESS (INCLUDE CITY, COUNTY, STATE AND ZIP) _____
 Check here if Mailing Address is the same as Physical Address
 MAILING ADDRESS (INCLUDE CITY, COUNTY, STATE AND ZIP) _____
 PLACE OF LEGAL FORMATION **CALIFORNIA** COUNTRY OF PRIMARY BUSINESS OPERATIONS **USA**
 PRIMARY TELEPHONE (_____) _____ ALTERNATE TELEPHONE (_____) _____ FAX (_____) _____
 E-MAIL ADDRESSES OF ALL PERSON(S) SIGNING THIS APPLICATION _____
 CUSTOMER SERVICE PHONE # (_____) _____ INTERNET WEBPAGE ADDRESS _____
 FEDERAL TAX ID¹ _____ Check here if Merchant has applied for Federal Tax ID but has not received
If you are submitting your Federal Tax ID with this application, by any method other than mail or in person, such as facsimile or through the Internet, be certain that your connection is secure. Alternatively, you may provide this information verbally to your sales representative.
 Statements to be sent to corporate/parent rather than primary address listed above.

CERTIFICATION OF MERCHANT'S BUSINESS

YEARS/MONTHS IN BUSINESS _____	YEARS UNDER CURRENT OWNERSHIP _____	PRODUCTS/SERVICES SOLD _____
BUSINESS ENVIRONMENT (Check All That Apply) <input checked="" type="checkbox"/> Storefront <input type="checkbox"/> Kiosk <input type="checkbox"/> Seminar <input type="checkbox"/> Office <input type="checkbox"/> In Home <input type="checkbox"/> MO/TO <input type="checkbox"/> Door to Door <input type="checkbox"/> Trade Show/ Flea Market <input type="checkbox"/> Job/Service Site <input type="checkbox"/> Internet <input type="checkbox"/> Business to Business <input type="checkbox"/> Other _____		

MERCHANT DEPOSIT ACCOUNT INFORMATION

Unless this is a Bank of America Account, an Imprinted, Encoded, Voided check or Verification of Account Letter from the bank must be attached. If not provided account cannot be set up.

FINANCIAL INSTITUTION **BANK OF AMERICA**
 TRANSIT/ABA # 1 2 2 0 0 0 6 6 1 ACCOUNT # _____
If you are submitting your deposit account information with this application by any method other than mail or in person, such as facsimile or through the Internet, be certain that your connection is secure. Alternatively, you may provide this information verbally to your sales representative.

If the Settlement Account listed above is not a Bank of America account, please list a Bank of America account (if Merchant has one) for reference purposes.

ACCOUNT TYPE _____	LENGTH OF RELATIONSHIP _____	CONTACT NAME _____
TRANSIT/ABA # _____	ACCOUNT # _____	

BANK OF AMERICA RELATIONSHIP DESCRIPTION

Has Merchant previously processed MC/VS? YES NO
 If current/previous processor is Bank of America, list Merchant ID # _____ Previous processor name: _____
 Reason for closure: _____
 Is this a Small or Disadvantaged Merchant? Yes No

Average Visa/MC Ticket – Primary Location \$ _____	Average Monthly Visa/MC Sales: \$ _____	Total Visa/MC Annual Volume – All Locations processing with BAMS \$ _____
Projected monthly check sales \$ _____	Occasional Visa/MC Higher Tickets To: \$ _____	Total Projected Monthly Sales from All Payment Types: \$ _____
Percentage of Delayed Delivery greater than 30 days from date of card transaction) <u>0</u> %	Projected Monthly Sales from Gift Cards/Gift Certificates: \$ <u>0</u>	Number of Annual Transactions – All Locations processing with BAMS _____

REFUND POLICY (Check One): No refund Refund in 30 days or less Merchandise exchange only Other (please explain) _____

Is Merchant's business seasonal? YES NO If yes, list inactive months: _____

Is a fulfillment house used? Yes No If yes, list name: _____

Address: _____ City: _____ State: _____ Zip: _____

Telephone: (_____) _____ When is the Merchant's customer billed? (Check one) On order On inventory verification On shipment

Where is the Merchant's inventory housed? _____

<u>1 0 0</u> % Card Presented + _____ % Card Not Present MUST EQUAL 100% TOTAL	<u>1 0 0</u> % Card Swiped _____ % Hand Entered (Manually Keyed) _____ % MO/TO (Catalog) _____ % Internet
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THIS SECTION IS MANDATORY IF REQUESTING PIN-BASED DEBIT CARD SERVICE WILL MERCHANT OFFER CASH BACK? YES NO MAXIMUM AMOUNT \$ _____

Merchant elects acceptance of the following Card types (additional Card types listed on the Fee Schedule):

<input checked="" type="checkbox"/> All Visa/MC Card types	<input type="checkbox"/> Visa credit cards only	<input type="checkbox"/> Visa off-line debit cards only	<input type="checkbox"/> American Express
<input type="checkbox"/> All Visa cards	<input type="checkbox"/> MasterCard credit cards only	<input type="checkbox"/> MasterCard off-line debit cards only	<input type="checkbox"/> EBT
<input type="checkbox"/> All MasterCard cards	<input type="checkbox"/> JCB	<input type="checkbox"/> Diner's Club	<input type="checkbox"/> PIN-Based Debit
<input type="checkbox"/> Discover			<input type="checkbox"/> Purchasing Cards

OTHER PRODUCTS AND SERVICES

Merchant elects acceptance of the following services:

ACCESS.NET (Web Reporting) Merchant Gift Cards Electronic Check Service EWI

Does you wish to also submit this document as an application for a:

Platinum Visa Business Card? Yes No Power Rewards Visa® Business Card? Yes No WorldPoints Rewards for Business Visa® Card? Yes No
 (up to May 1, 2008) (after May 1, 2008)

APPLICABLE ONLY IF MERCHANT IS APPLYING FOR ONE THE PRODUCTS ABOVE: We may share information about the business and the undersigned owners and officers with FIA Card Services, N.A. for consideration of the product(s) checked above. The undersigned owner(s) and officer(s) listed in Section 2 below agree(s) that the application will be processed on behalf of all owners and officers, each of whom has signed below, and on behalf of the business. Each owner and officer listed in Section 2 below further acknowledges receipt of and agrees to be bound by the applicable Small Business Fee and Term Information provided to you as part of this Merchant Services Application.

2. BUSINESS OWNERSHIP INFORMATION

FORM OF OWNERSHIP (Mandatory) Medical or Legal Corp Association/Estate/Trust Political Organization Joint Venture Other: _____
 Sole Proprietor Partnership Government Ltd. Partnership Tax Exempt Org.
 Non-US Company Single Member LLC Multi-Member LLC Civic Association Corporation (Privately traded) Corporation (Publicly traded) Symbol: _____

OWNER/OFFICER INFORMATION Information on the individual(s) signing the Application must be provided below.

1. FIRST NAME, MI, LAST NAME _____ TITLE _____ DATE OF BIRTH: OWNER (% Ownership _____)
 OFFICER
 HOME ADDRESS _____ CITY _____ STATE _____ ZIP _____
 GOVERNMENT ISSUED ID # _____ DATE ISSUED _____ EXPIRATION DATE _____ STATE ISSUED _____
 COUNTRY OF ISSUANCE (IF NOT U.S.) _____ TYPE OF ID _____
 TELEPHONE _____ ¹SOC. SEC. # _____ COUNTRY OF CITIZENSHIP (IF NOT U.S.) _____

2. FIRST NAME, MI, LAST NAME _____ TITLE _____ DATE OF BIRTH: OWNER (% Ownership _____)
 OFFICER
 HOME ADDRESS _____ CITY _____ STATE _____ ZIP _____
 GOVERNMENT ISSUED ID # _____ DATE ISSUED _____ EXPIRATION DATE _____ STATE ISSUED _____
 COUNTRY OF ISSUANCE (IF NOT U.S.) _____ TYPE OF ID _____
 TELEPHONE _____ ¹SOC. SEC. # _____ COUNTRY OF CITIZENSHIP (IF NOT U.S.) _____

¹If you are submitting your Social Security Number with this application by any method other than mail or in person, such as facsimile or through the Internet, be certain that your connection is secure. Alternatively, you may provide this information verbally to your sales representative.

If corporate/parent ownership: list information below: NAME OF CORPORATE/PARENT OWNER _____

CONTACT NAME _____ E-MAIL ADDRESS _____
 ADDRESS _____ CITY _____ STATE _____ ZIP _____
 TELEPHONE _____ ALTERNATE TELEPHONE _____ FAX _____

3. GENERAL PROVISIONS

APPLICABLE ONLY IF MERCHANT ACCEPTS AMERICAN EXPRESS: 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, I agree to be bound by the Terms and Conditions.

APPLICABLE ONLY IF MERCHANT ACCEPTS DISCOVER: By signing below or providing my assent to this Application, I represent that the information provided on this Application is complete and accurate. I hereby request that Discover Card acceptance be added to my Merchant Application. I understand that the Terms and Conditions for Discover Card Acceptance (Terms and Conditions) will be sent to the business indicated above upon approval by Discover Financial Services, Inc. for this business entity to accept the Discover Card. By accepting the Discover Card for the purchase of goods and/or services, I agree to be bound by the Terms and Conditions.

APPLICABLE TO ALL MERCHANTS: MERCHANT REPRESENTS THAT THE MERCHANT HAS CHOSEN FOR ITSELF ANY SERVICES, EQUIPMENT OR THIRD PARTY SELECTED IN CONNECTION WITH THE AGREEMENTS AND MERCHANT'S DECISION WAS SOLELY BASED ON MERCHANT'S OWN CRITERIA AND ANALYSIS. MERCHANT NOW AND FOREVER EXPRESSLY DISCLAIM ANY RELIANCE UPON PROMISES OR REPRESENTATIONS, UNLESS SPECIFICALLY INCORPORATED HEREIN IN WRITING, MADE BY BANK OF AMERICA, N.A. ("BANK"), SALES REPRESENTATIVES OR OTHERS RESPECTING THE FUNCTIONALITY, OPERABILITY, COMPATIBILITY, ETC. OF THE EQUIPMENT OR SERVICES. MERCHANT AGREES TO HOLD BANK HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES AND LIABILITIES ARISING OUT OF THE NEGLIGENCE OR WILLFUL MISCONDUCT, ACTS AND/OR OMISSIONS BY MERCHANT OR ANY THIRD PARTY ENGAGED BY MERCHANT, INCLUDING THE EMPLOYEES AND/OR AGENTS OF MERCHANT OR SUCH THIRD PARTY.

The completed Application, the Merchant Agreement, the Fee Schedule, any forms and/or forms attached below and the Rules/Manuals/Instructions (collectively the "Agreement") constitute the entire agreement between the parties with respect to the subject matter and supersede any prior agreements or understandings. By 1. signing below or 2. providing email approval or 3. providing electronic approval or 4. submitting transaction data, Merchant affirms its understanding and acceptance of the Agreement, which is incorporated herein by reference as if fully set forth here, and that Merchant has received a complete copy of the Agreement. Merchant acknowledges that: (a) no handwritten changes have been made to the printed text of the Agreement and (b) the parties may produce and rely on a copy or electronically stored image of the Agreement for all legal purposes. Further, Merchant expressly warrants that the information provided in the Application is true, accurate and complete, and that Bank may rely on it, without further investigation, for all purposes.

1. Person(s) who sign below or 2. person(s) returning this Application in an electronic format further unconditionally authorizes Bank, or its agents to investigate the information and references contained herein, and to obtain additional information about the Merchant, as well as individual persons and companies named in this Application, from consumer and business credit bureaus and other lawful sources. The undersigned further authorizes Bank to provide to any governmental, administrative or regulatory entity, as well as any vendor or affiliate of Bank, including the applicable referrer, Independent Sales Organization, Member Service Provider, or Associated Sales Group, any information about Merchant, whether independently obtained by Bank or provided by Merchant, that Bank deems reasonably necessary or connected to the provision of services contemplated in the Agreement, upon request from such entity, vendor or affiliate or in compliance with applicable law, including the USA PATRIOT Act. If Merchant is a franchisee or member of a corporate association, and Merchant is receiving preferential pricing and/or other benefits as a result of Merchant's relationship with that entity, then upon the request of that entity, Bank may provide that entity any information about Merchant that Bank deems reasonably necessary or connected to the provision of services contemplated in the Agreement.

IN WITNESS WHEREOF, the parties cause the Application and the applicable Agreement to be executed by their duly authorized owners and/or officers.

 ("MERCHANT") (Business Name - print or type)

Signature: _____

Name (print or type): _____

Title (print or type): _____ Date: _____

 ("MERCHANT") (Business Name - print or type)

Signature: _____

Name (print or type): _____

Title (print or type): _____ Date: _____

 ("MERCHANT") (Business Name - print or type)

Signature: _____

Name (print or type): _____

Title (print or type): _____ Date: _____

BANK OF AMERICA, N.A. ("BANK")

Signature: _____

Name (print or type): _____

Title (print or type): _____ Date: _____