



ACKNOWLEDGEMENTS

Merchant and each Guarantor by signing below acknowledge to have received and read the Merchant Application & Agreement and the Merchant Processing Terms & Conditions as part of an application for Merchant Processing and related services.

Member Bank Disclosure: The responsibilities listed below do not supersede terms of the Merchant Application & Agreement or Merchant Terms & Conditions and are provided to ensure Merchant understands the important obligations of each party.

Member Bank (Acquirer) Information:	
Acquirer Name:	Fifth Third Bank
Acquirer Address:	Attn: Relationship Manager, 38 Fountain Square Plaza, Cincinnati, OH 45263
Contact Phone:	817-317-2996
Acquirer Phone:	866-250-9764

Important Member Bank (Acquirer) Responsibilities:

1. Fifth Third Bank is the **only entity** approved to extend acceptance of MasterCard® and Visa® products directly to a Merchant.
2. Fifth Third Bank must be a principal (signer) to the Merchant Agreement.
3. Fifth Third Bank is responsible for educating Merchants on pertinent MasterCard® and Visa® Operating Regulations with which Merchants must comply.
4. Fifth Third Bank is responsible for settlement of funds to the Merchant.
5. Fifth Third Bank is responsible for all funds held in reserve that are derived from settlement.

Important Merchant Responsibilities:

1. Ensure compliance with cardholder data security and storage requirements. (See ¶21 of the Merchant Processing Terms & Conditions)
2. Maintain fraud and chargebacks below acceptable thresholds.
3. Review and understand the terms of the Merchant Agreement.
4. Comply with MasterCard®, Visa®, American Express®, Discover® and PayPal™ Operating Rules and Regulations.

NO CHANGES OR MODIFICATIONS OF THE MERCHANT PROCESSING TERMS & CONDITIONS SHALL BE ENFORCEABLE UNLESS IN WRITING AND SIGNED BY BANK. MERCHANT AND EACH GUARANTOR MUST SIGN BELOW AND YOU MUST RETAIN A COPY OF THE MERCHANT PROCESSING TERMS & CONDITIONS FOR YOUR RECORDS.

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Debit/Credit Authorization: MERCHANT hereby authorizes Fifth Third Bank, an Ohio banking corporation, Member FDIC and First American Payment Systems, L.P. ("Bank") to initiate Automated Clearing House ("ACH") debit/credit entries to any bank account for all fees, costs, and amounts due to Bank or payable to MERCHANT pursuant to this Merchant Application & Agreement and ACH rules and regulations. In the event that a credit or debit entry is erroneously initiated, MERCHANT authorizes Bank immediately to correct such error. The authorizations set forth herein shall remain in full force and effect until all obligations of MERCHANT to Bank have been performed in full and Bank has received payment of all fees, costs, and amounts due or which may become due from MERCHANT. This authorization extends to all entries including, but not limited to, lease, rental or purchase agreements for POS terminals and/or accompanying equipment and amounts due for supplies and materials. MERCHANT/Applicant authorizes the Bank, American Express, and any other credit reporting agency employed by Bank, or any other agent of Bank, to make inquiries the Bank deems appropriate, including but not limited to background investigations, credit reports, and other lawful sources to screen, investigate, verify, monitor or research any information obtained from merchant or contained herein for the purpose of this application or any application for accompanying POS terminal(s) or equipment financing. MERCHANT authorizes Bank to release information disclosed on the Merchant Application & Agreement and/or information regarding MERCHANT's transactions and experiences between Bank and MERCHANT to Bank's vendors, affiliates, third parties or business partners, and to use stated information for marketing and administrative purposes. MERCHANT may not change or alter its account information without thirty (30) days prior written notification to Bank and the execution of any forms or instruments deemed reasonably necessary by Bank.

MERCHANT and/or Guarantor certifies that the information supplied in the Merchant Profile Section is accurate and acknowledges that the requested amounts must be approved by Bank. Any variance to this information as approved by Bank could result in delayed and/or withheld settlement of funds. Also, see paragraph 28 of the Merchant Processing Terms & Conditions.

Early termination of this Agreement shall result in an Early Termination Fee of no less than four hundred ninety-five dollars (\$495.00)*. Also, see paragraph 23 of the Merchant Processing Terms & Conditions.

All parties mutually agree that this is a commercial contract between businesses, not a consumer contract.

IMPORTANT NOTICE: All information contained in this application was supplied by Merchant and/or Guarantor. First American Payment Systems, L.P. and/or Fifth Third Bank, an Ohio banking corporation, Member FDIC shall not be responsible for any change in printed terms unless specifically agreed to in writing by an officer of First American Payment Systems, L.P. and/or Fifth Third Bank, an Ohio banking corporation, Member FDIC. First American Payment Systems, L.P. may exercise the legal rights and receive the benefits of Fifth Third Bank, an Ohio banking corporation, Member FDIC of all provisions, terms and conditions hereof.

Assignment of Application/Agreement: This application and, if accepted by assignee hereunder in accordance with the terms and conditions of this application, this Agreement may be assigned by Fifth Third Bank, an Ohio banking corporation, Member FDIC, and/or First American Payment Systems, L.P. (hereinafter defined as "Bank"), or their respective affiliates or subsidiaries, to third parties without prior notice to MERCHANT. In the event of such assignment, all rights and obligations of Bank set forth in this application and this Agreement will be assumed by such third party or parties. By signing below, MERCHANT hereby consents to such assignment.

MERCHANT UNDERSTANDS THAT THIS AGREEMENT SHALL NOT TAKE EFFECT UNTIL MERCHANT HAS BEEN ACCEPTED BY FIRST AMERICAN PAYMENT SYSTEMS, L.P., AND/OR FIFTH THIRD BANK, AN OHIO BANKING CORPORATION, MEMBER FDIC AND A MERCHANT NUMBER IS ISSUED.

MERCHANT and each Guarantor by signing below acknowledge to have received, read, and be bound by the Merchant Application & Agreement and the Merchant Processing Terms & Conditions. By signing below, MERCHANT acknowledges no verbal agreements or representations have been made and MERCHANT and Guarantor have relied solely on the Merchant Application & Agreement and the Merchant Processing Terms & Conditions.

The undersigned personally warrants and represents that the persons identified in numbers 1 and/or 2 have the authority to execute the Merchant Application & Agreement and the Merchant Processing Terms & Conditions on behalf of the herewithin named entity and bind the entity to the Merchant Processing Terms & Conditions.

PRINT LEGAL NAME OF MERCHANT BUSINESS AS SHOWN ON FEDERAL TAX RETURN - DO NOT SIGN INCOMPLETE DOCUMENT

X _____
 #1 FROM APPLICATION - SIGNATURE TITLE DATE

X _____
 #2 FROM APPLICATION - SIGNATURE TITLE DATE

INDIVIDUAL GUARANTY (NO TITLES)

The undersigned jointly and severally (if more than one) unconditionally guarantee to Fifth Third Bank, an Ohio banking corporation, Member FDIC, First American Payment Systems, L.P., and their successors and assigns ("First American") the full and prompt payment when due and performance of all the obligations of every kind of MERCHANT arising directly or indirectly out of the Merchant Application & Agreement, Merchant Processing Terms & Conditions and all amendments or extensions thereto (collectively, the "Agreement") or any document or agreement executed and delivered by MERCHANT in accordance with the terms of the Agreement. This is a continuing guarantee and shall not be discharged or affected by each of the undersigned, shall bind the estate, heirs, administrators, representatives, successors and assigns, and may be enforced by or for the benefit of any assignees or successor of First American. Each of the undersigned hereby consents and agrees that First American may at any time, and from time to time, without notice to or further consent from any Guarantor, either with or without consideration, surrender any property or other security of any kind or nature whatsoever held by it or by any person, firm or corporation on its behalf or for its account, securing the liability of MERCHANT hereby guaranteed; substitute for any collateral so held by it other collateral of like kind, or of any kind; grant releases, compromises and indulgences with respect to the liability of MERCHANT hereby guaranteed and to any persons or entities now or hereafter liable therefore or hereunder; release any Guarantor of MERCHANT; or take or fail to take any action of any type whatsoever, and no such action which First American shall take or fail to take in connection with the Agreement or for the performance of any obligations or undertakings of MERCHANT, nor any course of dealing with MERCHANT or any other person, shall release any Guarantor's obligations hereunder, affect this Guaranty in any way or afford any Guarantor any recourse against First American.

The undersigned agrees, consents and submits to the Courts of the State of Texas, County of Tarrant, and agrees that such courts shall have exclusive jurisdiction and shall be the proper venue for the determination of all controversies and disputes arising hereunder. The undersigned agrees to pay all attorney fees and other expenses incurred by First American. By signing below, each Guarantor hereby agrees: (i) to have read and accepted all terms and conditions of this agreement contained herein, and (ii) that he/she will benefit from the services and financial accommodations provided to MERCHANT's business.

First American may proceed against any Guarantor with or without joining or first proceeding against MERCHANT or any other persons. The undersigned further unconditionally authorize(s) First American or its agents to investigate the information and references contained herein, and to obtain additional information about Guarantor(s) from credit bureaus and other lawful sources, including persons and companies named in the Agreement.

X _____ X _____
 GUARANTOR SIGNATURE #1 DATE GUARANTOR SIGNATURE #2 DATE

