|  |
| --- |
| **A Merchant Details** |
| \*Merchant/Registered Name (Hereafter referred to as **you**, the **Merchant**, or the **Company**):       | \*Trading Name/Doing Business As (DBA):       |
| \*HQ/Corporate Address:                 Post Code:       | \*Trading Address:                 Post Code:       |
| City:       \*State:       | \*City:       \*State:       |
| \*Corporate Phone:       Fax:       | \*Business Phone:       Fax:       |
| \*Contact Name:       \*Mobile No:       | \*Business Registration Number:       |
| \*Email ID:       | \*Web Address: www.      |
| Type of Business: [ ]  Sole Proprietor [ ]  Partnership [ ]  Limited Company [ ]  Trust [ ]  Association [ ]  Other  | Date Trading Commenced: DD / MM / YYYYDate Incorporated:       DD / MM / YYYY |
| No. of MIDs:      Referral:       | No. of Locations:       | Transacting Currency:      Funding Currency:      Funding Frequency:       | Charge Type: BEN / OUR / SHA |
| **B. Merchant Profile**  |
| \*Type of Goods or Services Sold:       |  | Type of Transaction | Volume (% of Total Sales dollars) |
|  [ ]  Internet [ ]  MOTO [ ]  Face to Face | % Internet      %% MOTO      %% Face to Face/Card Present      % Total = **100 %**  |
|  |
| MCC:       |  |
| What percentage of transactions do you process via:  Mag Swiped      %Chip Enabled      %Keyed Manually      % **Total = 100%** | What percentage of credit business sales is commercial as opposed to consumer? Credit Card Sales to business      % Credit Card Sales to consumers      %  **Total = 100%** | How many days will it take for products to reach customers upon payment?0 Days      %7 Days      %8–14 Days      %15–30 Days      %Over 30 Days      %If > 30 days, please specify:       |
| Are your customers required to leave deposit? [ ]  Yes [ ]  No If yes,      % depositDo any of your transactions involved automatic renewals or recurring transactions [ ]  Yes [ ]  NoWhat is your refund policy? [ ]  Full Refund [ ]  Exchange Refund [ ]  No Refund  [ ]  0–3 Days [ ]  4–7 Days [ ]  8–14 Days [ ]  Over 14 DaysDo you currently accept Credit Cards? [ ]  Yes [ ]  No If yes, name of processor       Do you use any third-party to store, transmit or process cardholder data? [ ]  Yes [ ]  No If yes, name of transmitter:

|  |  |  |  |
| --- | --- | --- | --- |
| Total Annual Cash/Credit/Debit Turnover | $       | Total Annual DCC Turnover | $       |
| Total Annual Credit (V/M)Turnover | $       | Average Ticket/Sale Amount (DCC) | $       |
| Average Ticket/Sales Amount | $       | Total Annual Instalment Turnover | $       |
| Total Annual CUP Turnover | $       | Average Ticket/Sale Amount (Instalment only) | $       |
| Total Annual JCB Turnover | $       |  |  |

 |
| **C. Owner/Partner/Directors Information - I**  |
| Title: [ ]  Mr. [ ]  Mrs. [ ]  Miss. [ ]  Ms. | First Name:       | Middle Name:       | Last Name:      | Alias:      |
| Address:           Country:      Post Code:        |
| Position:       Identity/Passport No:       Phone: ( +       )       |
| Date of Birth:       Identification Type: [ ]  Passport [ ]  Identification Card [ ]  Other:       |
| Are you a Property Owner: [ ]  Yes [ ]  No Years on the above address:       Years       Months |
| **C. Owner/Partner/Directors Information - II**   |
| Title: [ ]  Mr. [ ]  Mrs. [ ]  Miss. [ ]  Ms. | First Name:       | Middle Name:       | Last Name:      | Alias:      |
| Address:           Country:      Post Code:        |
| Position:       Identity/Passport No:       Phone: ( +     )       |
| Date of Birth:       Identification Type: [ ]  Passport [ ]  Identification Card [ ]  Other:       |
| Are you a Property Owner: [ ]  Yes [ ]  No Years on the above address:       Years       Months |
| **D. Banking Information for Funding**  |
| Bank Name:        Account No:      Account Name:         | Bank Swift Code:      Bank Routing/Sort Code:       |
| **E. Payment Advice** |
| Communication Address: [ ]  Standard [ ]  Dispute [ ]  Legal [ ]  Statement If other, please provide address:       |
| **F. Service and Fees** |
| Service | MDR | Per Tran Fee | Service | MDR | Per Tran Fee |
| Visa®/Mastercard® – Credit Card |       |       | Instalment 03 (optional) |       |       |
| Visa®/Mastercard® – Debit Card |       |       | Instalment 06 (optional) |       |       |
| Visa®/Mastercard® – Local Card |       |       | Instalment 12 (optional) |       |       |
| Visa®/Mastercard® – Foreign Card |       |       | Instalment 18 (optional) |       |       |
| China UnionPay® (CUP) |       |       | Instalment 24 (optional) |       |       |
| JCB |       |       | Instalment 36 (optional) |       |       |
| Diners® |       |       | Interchange + |       |       |
| DCC (     ) |       |       | Interchange ++ |       |       |
| DCC Commission |       |       | Amex® |       |       |
| XTP |       |       | WeChat®/Alipay® |       |        |
| MOTO |       |       | MDR on Refund | Yes/No |       |
| IPG (     ) |       |       | On-Us |       |       |
| Loyalty Processing |       |       | Other |       |       |
| **G. Fees Structure** |
| Service | Cheque Collected | Amountor Percent | Date to be Charged | Service | Cheque Collected | Amountor Percent | Date to be Charged |
| Annual Membership Fee  |       |       |       | IPG Monthly Service Fee |       |       |       |
| Terminal Rental – Monthly  |       |       |       | One Time Setup Fee – eComm |       |       |       |
| Terminal Rental – Yearly |       |       |       | Per transaction (Refund Trnx) |       |       |       |
| Terminal Deposit Fee |       |       |       | Recurring Indicator  |       |       |       |
| One Time Setup Fee – POS |       |       |       | Minimum Processing Fee |       |       |       |
| Retrieval Fee  |       |       |       | Special Interchange |       |       |       |
| Chargeback Fee |       |       |       | Other |       |       |       |
| Auth Fee App/Dec/Cancel |       |       |       | Other |       |       |       |
| **H. Terminal Details** |
| Terminal Required: [ ]  Yes [ ]  No [ ]  Manual IPPTerminal Model :      No. of terminals :       | Terminal Type: [ ]  IP [ ]  Dial-Up [ ]  Wireless [ ]  WiFiAMEX/Diners/EPS :       |
| Remarks:       |

**What you agree to**

This Merchant Agreement is a single binding agreement between you, the Merchant, and us, First Data Merchant Solutions Pte. Ltd. (**First Data**). The Merchant Agreement includes the following documents, and any additional documents referred to in the following documents:

|  |  |  |
| --- | --- | --- |
| **Document Type** | **Document Name** | **Where can I find it?** |
| Application | Merchant Application Form  | (This document is the Merchant Application Form) |
| Terms and Conditions | 1. Collection Statement2. General Terms3. RAM Terms of Use  | First Data's website, as may be updated from time to time. At present these documents may be found at the following link:<https://www.firstdata.com/en_sg/customer-center/find-product-support.html>If you cannot access these documents, please contact us to provide you with the same. |

For the avoidance of doubt, the Merchant Agreement does not include the Most Important Terms and Conditions (appended hereto) and any guarantee of the Merchant’s obligations (which may also be appended hereto) provided by a third party in favour of First Data. The Most Important Terms and Conditions merely highlight some key terms in the Merchant Agreement and the provisions in the Merchant Agreement (which are legally binding) corresponding to these Most Important Terms and Conditions should be read in order to fully understand these obligations.

**By signing this Merchant Application Form, in consideration of First Data providing Acquiring Services (as defined under the General Terms), the Merchant:**

1. Acknowledges having received, read and understood the Merchant Application Form; the Collection Statement; the General Terms; and the RAM Terms of Use; and agrees to be bound by them;
2. Acknowledges that the Collection Statement, General Terms, and the RAM Terms of Use, and any other term of the Merchant Agreement; may be updated by First Data publishing updated versions of these documents on First Data’s website, and the Merchant agrees to be bound by all such updated versions;
3. Agrees to the use and disclosure of its personal information as set out in the Collection Statement and agrees to be bound by the privacy obligations as detailed in the General Terms and the Collection Statement;
4. Warrants that the information provided by it in this Merchant Application Form is correct and not misleading;
5. Warrants that it is duly authorised to agree to the debiting and crediting of payments to the account or accounts nominated in this Merchant Application Form;
6. Warrants that any individual signatory executing this Merchant Application Form is authorised to enter into this Merchant Agreement on behalf of the Merchant; and
7. Confirms that it has read and understood the Most Important Terms and Conditions, found at page 7 of this Merchant Application Form.

IN WITNESS WHEREOF, the Merchant has caused this Agreement to be executed and entered into by its duly authorised representative(s),

|  |  |  |
| --- | --- | --- |
| **Authorised signatory** |  | **Additional signatory (if any)** |
|  |  |  |
| Signature |  | Signature |
|       |  |       |
| Full Name (please print) |  | Full Name (please print) |
|       |  |       |
| Position |  | Position |
|       |  |       |
| Date |  | Date |

|  |  |  |
| --- | --- | --- |
| **Additional signatory (if any)** |  | **Additional signatory (if any)** |
|  |  |  |
| Signature |  | Signature |
|       |  |       |
| Full Name (please print) |  | Full Name (please print) |
|       |  |       |
| Position |  | Position |
|       |  |       |
| Date |  | Date |

*Note: If the Merchant is (i) a company – this form must be signed by one director, (ii) a limited liability partnership – this form must be signed by at least two partners of the limited liability partnership, (iii) any other type of partnership – the signatories should constitute 51% or more of the ownership of the business, or (iv) a sole proprietor – the form must be signed by the sole proprietor.*

**GUARANTEE**

*To be executed by one director of the merchant if the Merchant is a company, or by at least two partners of the merchant if the Merchant is a partnership. This Guarantee need not be executed if the Merchant is a sole proprietorship. Each Party executing this Guarantee must procure that such execution is attested to by the signature of a witness.*

This Guarantee is **not** part of the Merchant Agreement. Nonetheless, unless otherwise defined all capitalised terms shall have the same meaning as used in the Merchant Agreement.

In consideration of First Data providing Acquiring Services to the Merchant,

1. Each guarantor executing this Guarantee (each, a **Guarantor**) acknowledges having received, read, and understood the Merchant Agreement (including the Collection Statement) and consenting to the collection, use, and disclosure of his/her personal information in connection with First Data providing the Acquiring Services to the Merchant.

2. The Guarantor(s) unconditionally and irrevocably guarantees to First Data:

(i) The due and punctual performance by the Merchant of the Merchant’s present and future obligations in connection with the Merchant Agreement (the **Guaranteed** **Obligations**); and

(ii) To pay the First Data from time to time on demand all monies (together with interest on such sum accrued before and after the date of demand until the date of payment) which have become payable by the Merchant to First Data under the Merchant Agreement but which has not been paid at the time the demand is made.

3. The Guarantor(s) as principal obligor(s), and as a separate and independent obligation and liability from its obligations under clause 2 of this Guarantee, agrees to indemnify and keep indemnified First Data in full and on demand from and against all and any losses, costs, and expenses, suffered or incurred by First Data arising out of or in connection with:

(i) Any failure of the Merchant to perform the Guaranteed Obligations; or

(ii) Any of the Guaranteed Obligations being or becoming totally or partially unenforceable by reason of illegality, incapacity, lack or exceeding of powers, ineffectiveness of execution or by any other matter.

4. This Guarantee is a continuing guarantee which shall remain in full force and effect until all the Guaranteed Obligations have been satisfied or performed in full, notwithstanding any intermediate satisfaction or performance of the Guaranteed Obligations by the Merchant, the Guarantor(s), or any other person.

5. The liability of the Guarantor(s) under this guarantee shall not be reduced, discharged or otherwise adversely affected by:

(i) Any act, omission, matter or thing which would not have discharged or affected the liability of the Guarantor(s) had it been a principal obligor instead of a guarantor; or by

(ii) Any other act or omission except an express written release of the Guarantor(s) by First Data

6. Each Guarantor waives any right it may have to require First Data (or any trustee or agent on its behalf) to proceed against or enforce any other right or claim for payment against any person (including the Merchant) before claiming from the Guarantor(s) under this Guarantee.

7. Until all amounts which may be or become payable by the Merchant under or in connection with this guarantee have been irrevocably paid in full, and unless First Data otherwise directs in writing, all Guarantors shall not exercise any security or other rights which they may have by reason of performance by it of its obligations under this Guarantee, whether such rights arise by way of set-off, counterclaim, subrogation, indemnity or otherwise.

8. This Guarantee is in addition to and shall not affect nor be affected by or merge with any other judgment, security, right or remedy obtained or held by First Data from time to time in respect of the discharge and performance of the Guaranteed Obligations by the Merchant.

9. By this Guarantee, the Guarantor(s) authorises First Data and/or the Merchant to make any addendum or variation to the Merchant Agreement by mutual agreement or otherwise in in accordance with Merchant Agreement, and agrees to guarantee the due and punctual performance of the Guaranteed Obligations as so amended or varied in accordance with the terms of this Guarantee.

10. If there is more than one Guarantor, the liability of each Guarantor shall be joint and several with all other Guarantors.

11. This Guarantee shall be governed by the governing law of the Merchant Agreement. First Data and the Guarantor(s) agree to submit to the jurisdiction of the courts of the governing disputes arising out of the Merchant Agreement.

|  |  |  |
| --- | --- | --- |
| **Guarantor #1** |  | **Witness** |
|  |  |  |
| Guarantor #1 Signature |  | Witness’ Signature |
|       |  |       |
| Guarantor #1 Full Name (please print) |  | Witness’ Full Name (please print) |
|       |  |       |
| Guarantor #1 Identification / Passport Number |  | Witness Identification / Passport Number |
|       |  |       |
| Date |  | Date |
| **Guarantor #2 (if any)** |  | **Witness** |
|  |  |  |
| Guarantor #2 Signature |  | Witness’ Signature |
|       |  |       |
| Guarantor #2 Full Name (please print) |  | Witness’ Full Name (please print) |
|       |  |       |
| Guarantor #2 Identification / Passport Number |  | Witness Identification / Passport Number |
|       |  |       |
| Date |  | Date |
| **Guarantor #3 (if any)** |  | **Witness** |
|  |  |  |
| Guarantor #3 Signature |  | Witness’ Signature |
|       |  |       |
| Guarantor #3 Full Name (please print) |  | Witness’ Full Name (please print) |
|       |  |       |
| Guarantor #3 Identification / Passport Number |  | Witness Identification / Passport Number |
|       |  |       |
| Date |  | Date |
| **First Data** |  | **Witness** |
|  |  |  |
| Signature of First Data’s Authorised Representative |  | Witness’ Signature |
|       |  |       |
| Full Name of First Data’s Authorised Representative (please print) |  | Witness’ Full Name (please print) |
|       |  |       |
| Date |  | Witness Identification / Passport Number |
|  |  |       |
|  |  | Date |

**MOST IMPORTANT TERMS AND CONDITIONS OF THE MERCHANT AGREEMENT**

These Most Important Terms and Conditions (**MITCs**) set out key terms of your agreement with First Data. These MITCs are to be read with the Merchant Agreement (which includes the Merchant Application Form, the General Terms, and the Collection Statement). The Merchant Application Form details where these documents may be located.

These MITCs are not legally binding, and do not form part of the agreement between you (the Merchant) and First Data. However, there are provisions in the Merchant Agreement corresponding to the MITCs which are legally binding and should be read in order to fully understand these obligations. Therefore, in a conflict between these MITCs and the Merchant Agreement, the Merchant Agreement shall prevail. Further, these MITCs are not a substitute to legal advice. Should you deem fit, please procure legal advice before entering into the Merchant Agreement.

For convenience, words used in capital letters but not defined herein shall have the same meaning as used in the Merchant Agreement.

Here are some key terms in the Merchant Agreement you should take notice of:

1. The Merchant Agreement may be updated occasionally, either by notice to you or via the First Data website, and all such updates are binding on you, whether you read them or not. Therefore, please check the First Data website regularly.

2. You must follow all requirements relating to transactions found in the Merchant Agreement, including the applicable Network rules (which may also be updated from time to time).

3. Upon request, you must provide First Data with (i) your records; and (ii) and all information and assistance that First Data may reasonably require, relating to any transactions.

4. You shall comply with applicable laws, rules, guidelines, and industry standards, relating to the use, storage and protection of payment Card information, including the Payment Card Industry - Data Security Standards, which may presently be found on www.paymentcardindustry.com. These requirements include not storing card authentication information, and eliminating/minimizing storage of other card information (Name, Expiry date) in electronic or paper form.

5. You must pay First Data the fees set out in the Merchant Agreement. These fees may be deducted from funds payable to you. The fees payable may be adjusted by First Data upon 30 days' notice to you.

6. Credit card transactions have an inherent risk of losses. Regardless of whether you are at fault, you shall pay First Data for any losses it
suffers directly or indirectly (including any penalties from the Networks or any losses First Data suffers from Chargebacks) arising
out of a transaction with you. The circumstances where you may be so liable are set out in the Merchant Agreement, including the Network rules.

7. First Data can set-off any amount (or any other asset) owed to you against any obligations you owe to First Data, without any notice to you. Upon First Data’s request, you will be required to provide a suitable security (such as a personal guarantee or the pledge of assets) to guarantee your obligations to First Data.

8. Upon First Data’s request, you will provide it with any of your financial documents it may request. You must advise First Data immediately of any change in circumstances affecting your business including any insolvency event, change in control, or change in business name, business address, legal status or other business details.

9. First Data’s maximum liability to you is capped under the Merchant Agreement. Additionally, First Data is not liable to you for any indirect, consequential, special, punitive, or other similar losses.

10. First Data will collect, use, and distribute, your information (and information related to your directors, officers, shareholders and employees) in accordance with the terms set out in the Collection Statement, as well as elsewhere in the Merchant Agreement.

11. The Merchant Agreement has an initial term of three years. If the Merchant Agreement is terminated before the initial term, you may be liable to pay an early termination fee.

**REMOTE ACCESS USER ADMINISTRATION FORM**

This form is to be used for adding users on the RAM (Remote Access Module) service. The use of the RAM service is governed by the Merchant Agreement, in particular, your attention is drawn to the RAM Terms of use which sets out the terms of use of the RAM service. The RAM Terms of Use may be found on First Data’s website.

Place an ‘X’ in the box beside the action you require to be carried out.

[ ]  **ADD USER**

Details marked\* are mandatory

|  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Required Details** | **User 1** | **User 2** | **User 3** | **User 4** | **User 5** | **User 6** | **User 7** | **User 8** | **User 9** | **User 10** |
| User Name\* |       |       |       |       |       |       |       |       |       |       |
| User ID\* |       |       |       |       |       |       |       |       |       |       |
| Email Address\* |       |       |       |       |       |       |       |       |       |       |
| Cell Number (Hand Held)\* |       |       |       |       |       |       |       |       |       |       |
| Fax Number  |       |       |       |       |       |       |       |       |       |       |