

# Merchant Processing Services

Merchant Processing Services  
132 W. 36th Street, 3rd Floor  
New York, NY 10018  
Tel: 800-948-9125  
Fax: 877-467-5210

## Mail and Telephone Order Merchant Addendum

Merchant DBA Name: \_\_\_\_\_

- Must Submit sample(s) of product brochure, promotional materials, product catalogue, etc.  
How will product be advertised or promoted?  
\_\_\_\_\_

- If advertising on Internet – Web site address: www.\_\_\_\_\_  
List name(s) and address (es) of vendor from which the product is purchased.  
\_\_\_\_\_  
\_\_\_\_\_

- List name(s) and address(es) of third party or fulfillment organizations, or parties aside from your staff who will assist or participate with the sales, marketing, processing of orders or shipping of merchandise.  
\_\_\_\_\_  
\_\_\_\_\_

- In what geographical areas will the product be marketed and sold?  
\_\_\_\_\_

- List carrier service that will deliver product: \_\_\_\_\_
- What is your return or refund policy? \_\_\_\_\_
- How does the customer order the product? \_\_\_\_\_
- When you receive an authorization, how long before merchandise is shipped? \_\_\_\_\_
- Do you perform recurring monthly billing?  Yes  No

This amendment is made by and between Bank of America, N.A., Charlotte, NC ('Bank'), and the undersigned 'MERCHANT' and subject to the approval of BANK.

**WHEREAS:** BANK is engaged in the general banking business including the purchase of Credit Card transactions from merchants and provide certain services related to the processing of Credit Card Transactions to MERCHANT; and

**WHEREAS:** MERCHANT desires to honor at this business location(s) Card Numbers presented in connection with the Mail Order/Telephone Order sale of product/services to customers; and

**WHEREAS:** BANK and MERCHANT have entered into Bank of America, N.A., Charlotte, NC (Bank) VISA/MasterCard Processing Agreement ('Agreement').

NOW THEREFORE, in consideration of the representations, covenants and promises made herein, the parties hereto agree to amend Agreement as follows:

1. **MERCHANT** agrees to use and retain proof of a traceable delivery system as means of shipment of product to customer.
2. **MERCHANT** agrees that transactions will not be processed until products are shipped to cardholder.
3. **MERCHANT** agrees to a charge of \$0.05 per AVS transactions when applicable.
4. Agreement may be immediately terminated by BANK if MERCHANT fails to comply with any of the terms of this agreement.

**AGREED & ACCEPTED BY:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

\_\_\_\_\_  
**OWNER/OFFICER**

\_\_\_\_\_  
**Authorized Bank of America, N.A. Agent:**

\_\_\_\_\_  
**Print Name**

\_\_\_\_\_  
**Print Name**