

Credit Application for the GM FleetTrac Program

(PLEASE PRINT OR TYPE)

CUSTOMER INFORMATION *required*	
Company Legal Name: As displayed on income tax return	
DBA:	
Legal Physical Address (no P.O boxes):	
City:	State:
Zip Code:	
Country: <input checked="" type="checkbox"/> United States	Preferred Currency: <input checked="" type="checkbox"/> U.S Dollar
Business Type:	
<input type="checkbox"/> Corporation <input type="checkbox"/> Municipality <input type="checkbox"/> Private School <input type="checkbox"/> Government <input type="checkbox"/> Non-Profit <input type="checkbox"/> Public Education <input type="checkbox"/> LLC <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor	
Who introduced you to the program? (Please provide name and, if a dealer, the dealerships name.):	

CORPORATE OFFICE or HEADQUARTERS (HQ) INFORMATION	
Is this Location a Corporate Office or HQ with Multiple Locations?	
<input type="checkbox"/> Yes <input type="checkbox"/> No	
If YES, do you have satellite or additional locations that need to be listed?*	
<input type="checkbox"/> Yes <input type="checkbox"/> No	
If NO, is there a Corporate Office or HQ with a current GM FleetTrac Account?	
<input type="checkbox"/> Yes <input type="checkbox"/> No	
Corporate Office or HQ GM FleetTrac ID (If known):	GM FleetTrac Corporate Office or HQ Name:

*If satellite or additional locations are required, please use the Additional Location list located in Section C. Otherwise, the GM FleetTrac Processing Center will contact you for location details.

CREDIT INFORMATION *required*		
Expected Monthly Spend: \$	OR	Requested Credit Line: \$

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BILLING CONTACT INFORMATION *required*	
Contact Name:	Address1:
Job Title:	
Phone Number: () – ext.	City
Cell Number: () –	State:
Fax Number: () –	Zip:
E-mail Address:	Country: <input checked="" type="checkbox"/> United States
Bill Delivery and Online Account Access for Billing Contact	
Delivery Method: <input type="checkbox"/> Fax <input type="checkbox"/> Email	Online Account Access : <input type="checkbox"/> Yes <input type="checkbox"/> No
Format (for e-mailed bills) <input type="checkbox"/> PDF <input type="checkbox"/> CSV	Invoice Likenesses to accompany billing statement: <input type="checkbox"/> Yes <input type="checkbox"/> No

PRIMARY CONTACT INFORMATION (Contact for vehicle repair & purchase approvals) *required*	
Contact Name:	Address1:
Job Title:	
Phone Number: () – ext.	City
Cell Number: () –	State:
Fax Number: () –	Zip:
E-mail Address:	Country: <input checked="" type="checkbox"/> United States
Bill Delivery and Online Account Access for Primary Contact	
Delivery Method: <input type="checkbox"/> Fax <input type="checkbox"/> Email <input type="checkbox"/> None	Online Account Access : <input type="checkbox"/> Yes <input type="checkbox"/> No

SECONDARY CONTACT INFORMATION (Fleet inventory management and back up for purchase approvals) *required*	
Contact Name:	Address1:
Job Title:	
Phone Number: () – ext.	City
Cell Number: () –	State:
Fax Number: () –	Zip:
E-mail Address:	Country: <input checked="" type="checkbox"/> United States
Bill Delivery and Online Account Access for Secondary Contact	
Delivery Method: <input type="checkbox"/> Fax <input type="checkbox"/> Email <input type="checkbox"/> None	Online Account Access : <input type="checkbox"/> Yes <input type="checkbox"/> No

ADDITIONAL CONTACT INFORMATION *optional*	
Contact Name:	Address1:
Job Title:	
Phone Number: () – ext.	City
Cell Number: () –	State:
Fax Number: () –	Zip:
E-mail Address:	Country: <input checked="" type="checkbox"/> United States
Bill Delivery and Online Account Access for Additional Contact	
Delivery Method: <input type="checkbox"/> Fax <input type="checkbox"/> Email <input type="checkbox"/> None	Online Account Access : <input type="checkbox"/> Yes <input type="checkbox"/> No

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BILLING PREFERENCES *required*

Requested Billing Cycle: Daily with 30 day terms
 Twice Monthly (10th and 25th of each month) with 30 day terms
 Monthly (25th of each month) with 30 day terms

Participate in Centralized Billing (Billing paid by Corporate Office or HQ account)? Yes No

If YES AND you have additional locations (per page 4 above), should the locations receive bill copies as well?
 Yes No

Preferred Payment Method: Wire EFT (Customer initiated) Direct Debit¹ Check

BANK INFORMATION (required if preferred payment method is Wire or EFT)

Bank Name / Branch:

ABA Number:

Account Type: Checking Savings

Account Number:

Account Name:

*****Required if using Wire or EFT*****

PLEASE INCLUDE A VOIDED CHECK FOR VERIFICATION

TAX INFORMATION *required*

If Corporation:

If Sole Proprietor:

Tax ID (FEIN): _____

Tax ID (SSN): _____

Additional Customer Locations (if needed)

If additional locations are required, please provide additional location information as a separate Excel or spreadsheet.
If you require a spreadsheet template, please call the GM FleetTrac Processing Center at 866-463-5338.

Vehicle Identification Number (VIN) List Template (Required)

Please provide a list of all vehicles in Excel. If you require a spreadsheet template, please call the GM FleetTrac Processing Center at 866-463-5338.

¹ This form authorizes Multi Service Technology Solutions, Inc. operating as the GM FleetTrac Processing Center to deposit funds into and/or withdraw funds from the customer's bank account by means of Electronic Funds Transfer for payment of goods and services charged on the GM FleetTrac Account and processed by the GM FleetTrac Processing Center. This authorization is to remain in effect until the GM FleetTrac Processing Center is notified, in writing, of cancellation.

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GM FleetTrac Accountholder Agreement (“Agreement”)

WHEREAS Multi Service Technology Solutions, Inc. (MSTS) is engaged in the business of providing a purchase program for parts and other products and services offered for sale by GM and which program is called GM FleetTrac;
and WHEREAS applicant requests MSTS to provide such purchase program.

NOW THEREFORE, the parties hereto agree to be legally bound as follows:

1. The GM FleetTrac cards and/or account numbers (“Card” or “Account”) are issued by, and credit is extended by, MSTS, P.O. Box 10922, Shawnee Mission, KS 66225. Any references in this Agreement to GM FleetTrac refer to MSTS.
2. The applicant authorizes MSTS to investigate the credit history of applicant through commercial reporting companies, direct inquiries to businesses where applicant has accounts.
3. If approved, the holder of the Account (“Accountholder”) represents that the Account will only be used for business or commercial purposes and at no time shall the Account be used for personal, family or household purposes.
4. Usage of the GM FleetTrac Account by the Accountholder named on it constitutes acceptance of all terms and conditions contained in this Agreement, as such terms and conditions may be amended from time to time by MSTS effective upon no less than 15 days prior written notice (and if no effective date is given in such notice, then 15 days from the date of such notice). Any objection to the changes in the Terms and Conditions must be received by MSTS within fifteen (15) days of Accountholders receipt of amendment notice. Usage by the Accountholder includes the retention or use of the Account by (i) the Accountholder as named on it, (ii) any person or entity under Accountholder’s direction or control, and (iii) any Dealer to whom the Accountholder or any person or entity under Accountholder’s direction or control has, at any time supplied the Cards and/or Account numbers.
5. The Accountholder is liable for any unauthorized use of the Account, and the Accountholder agrees to be responsible for any unauthorized use.
6. Any valid Account transactions received by MSTS for a closed or deactivated Dealer that have a transaction date prior to MSTS’s deactivation of that Dealer are the financial responsibility of the Accountholder.
7. All requested changes to Account must be made in writing on official letterhead or in an e-mail or through the program website from an officer and/or authorized representative of the Accountholder.
8. MSTS is not a seller of merchandise. MSTS neither sells nor warrants the goods or services obtained from GM FleetTrac Dealers. MSTS’s sole function is to furnish credit and billing services; MSTS does not warrant any merchandise or services from any source obtained by the use of MSTS’s credit or billing services. **MSTS HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, RELATING TO ANY SUCH GOODS OR SERVICES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.**
9. A credit line will be assigned to each Accountholder. This line includes all unpaid purchases, whether billed or unbilled. If Accountholder finds its credit line to be inadequate, Accountholder shall notify MSTS at 1-866-463-5338 (1-866-GM-FLEET) and request a change to its credit line. MSTS can raise or lower the credit line at its sole discretion without notification to Accountholder.
10. Statements will be distributed daily, twice monthly or monthly as specified by the Accountholder. Payments are due 30 days from the statement date. Statements outstanding more than 30 days are considered delinquent and in default. Delinquent Accounts will be assessed late charges at a monthly rate of 1.5% of the transaction value per month on late and undisputed transactions. Late fees are assessed at the invoice level. They are not based on entire amount billed in a billing period. The Accountholder is liable for all late charges assessed to the Account and must pay these charges to keep its Account in good standing.
11. The payment terms stated in this Agreement apply to all invoices, and supersede the payment terms of any Purchase Order (P.O.), third party contract or any other documentation the Accountholder may have signed.
12. As selected on the Customer Application Form, the Accountholder may pay its GM FleetTrac statement (i) by Electronic Funds Transfer (EFT), either by authorizing MSTS to automatically deduct funds from its designated bank account or by submitting funds to MSTS via Accountholder-initiated EFT, (ii) by wire, or (iii) by check.
13. Accountholder shall make payments to MSTS or MSTS’s designated agent as frequently as may be necessary to keep the Account balance within the line of credit and within payment terms. If Accountholder’s bank or Accountholder for any reason should fail to timely pay any amount due MSTS, Accountholder understands and agrees that MSTS may immediately suspend or terminate all Accounts held by Accountholder (if applicable, draw against any letter of credit or other security held by MSTS on behalf of the Accountholder). If Accountholder’s bank should fail to honor payment to MSTS or Accountholder’s account becomes delinquent, MSTS may require immediate and full payment of all outstanding amounts, as well as the return of Accountholder’s Cards or Account numbers. In the event that a payment made to MSTS or MSTS’s designated agent is returned by the Accountholder’s bank, MSTS reserves the right to charge a returned payment fee to the Accountholder’s Account in the amount of \$50.00 or the maximum amount permitted by the law.
14. In the event that the Accountholder maintains a credit balance on the Account for longer than three (3) months and the Accountholder does not provide MSTS with instruction on how to handle the credit balance, MSTS is hereby authorized to deduct and retain a dormancy and Account management fee equal to two percent (2%) of the credit balance per month so long as the credit balance exists.
15. Accountholders have sixty (60) days from the billing statement date to dispute charges. All disputes must be received by MSTS in writing from the Accountholder within such sixty (60) day period. If an Account transaction is not disputed within sixty (60) days from the billing statement date, the Accountholder is liable for all charges related to the transaction.
16. This Agreement, addendum(s) and any continuing guaranty, as may be required, is governed by the laws of the State of Texas, without reference to conflicts of laws principles, and it is agreed that jurisdiction of any legal action connected with this Agreement shall be exclusively in the state or federal courts located in the State of Texas. Notwithstanding the foregoing, MSTS may, at its option, choose to pursue legal action against the Accountholder in any state or province in which the Accountholder does business or where jurisdiction may otherwise be proper.

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17. The Accountholder agrees that in the event of default, MSTs may institute suit against the Accountholder in aforesaid courts and that service of process by certified mail, return receipt requested, postage prepaid and addressed to the Accountholder shall be sufficient to confer jurisdiction of said courts, regardless of where the Accountholder is geographically located or does business.
18. To secure all of Accountholder's obligations and liabilities to MSTs under the terms of this Agreement, and all obligations and liabilities of Accountholder to MSTs under any other document or agreement between Accountholder and MSTs executed from time to time, in the event Accountholder defaults in payments due MSTs 30 days or more, MSTs may record a continuing lien and security interest of Accountholder's assets. Accountholder is and shall be liable to MSTs for all costs and expenses incurred by MSTs in collection and enforcing its rights hereunder, including but not limited to, late charges and reasonable attorneys' fees, if any, incurred by MSTs to collect all amounts due on Accountholder's Account and/or foreclosing on its lien and security interest.
19. The Accountholder represents and warrants to MSTs, with full knowledge that MSTs will be relying on the following, that:
 - (i) The person executing this Agreement on behalf of the Accountholder is:
 - (A) An officer of the Accountholder's company or other authorized employee or agent; and
 - (B) Duly authorized to execute and deliver this Agreement on behalf of the Accountholder; and
 - (C) Duly authorized to bind the Accountholder to the terms of this Agreement and to cause the Accountholder to perform its obligations hereunder.
 - (ii) This Agreement constitutes a legal, valid and binding obligation of the Accountholder, enforceable against the Accountholder in accordance with its terms.
 - (iii) The execution and delivery of this Agreement by the Accountholder and the performance by the Accountholder of its obligations hereunder is and will at all times be with full right and authority, be it corporate, partnership, limited liability company, and/or a government agency or entity, as applicable. All necessary action has been taken by the Accountholder to authorize the consummation of this Agreement, be it a corporate, partnership, limited liability company, and/or a government agency or entity, as applicable.
20. This Agreement may be terminated by either party at any time by giving written notice to the other party. Upon termination, all Cards and Account numbers shall be immediately terminated and deactivated, and the Accountholder must immediately return to MSTs all Cards or Account numbers in the possession or under the control of the Accountholder upon termination of this Agreement, Accountholder shall have the responsibility to pay all amounts incurred or costs associated with Accountholder's Account, whenever incurred, according to the agreed-upon payment terms.
21. If Cards or Account numbers are lost or stolen, it is the Accountholder's responsibility to call MSTs immediately at 1-866-463-5338 (1-866-GM-FLEET) to prevent unauthorized usage. Account Numbers will be immediately terminated upon notification. Unauthorized usage prior to this notification will be the Accountholder's responsibility. Accountholder must follow-up this telephone notification with written notification within 7 days sent directly to MSTs, P. O. Box 10922, Shawnee Mission, KS 66225, via email or through the program website.
22. This Agreement authorizes MSTs to transmit information via email to the undersigned Accountholder at the email address(es) provided for communication. Accountholder acknowledges that the email communications may contain confidential information intended solely for the use of the Accountholder and its authorized agents and representatives. Accountholder further acknowledges that email is not a secure form of transmission and that it may potentially be intercepted or otherwise obtained by persons other than the intended recipient. In consideration of MSTs's willingness to provide the reporting to Accountholder via email, Accountholder agrees that it will not hold MSTs responsible for any email communications intercepted or received by anyone other than the intended recipients. Accountholder hereby releases MSTs and its affiliates, and each of their agents, employees and representatives, from any and all liabilities, claims, losses, damages, injuries and expenses of any kind in any way connected with or arising out of the interception or receipt of the email communications by any unintended recipients. Accountholder hereby further agrees to indemnify, defend and hold harmless MSTs and its affiliates, and each of their agents, employees and representatives, from and against any and all liabilities, claims, losses, damages, injuries or expenses sought by a third party and in any way connected with or arising out of the interception or receipt of the email communications by any unintended recipients.
23. Notwithstanding any other verbal or written communications or representations to the contrary, the Accountholder agrees that MSTs and its service providers may collect and use Accountholder's data for only purposes related to the Account and/or this Agreement. In addition, Accountholder agrees that MSTs may transfer any and all Accountholder data in MSTs's possession to OE Connection and/or GM, who will treat such information in accordance with its privacy policy.
24. Please retain this Agreement for future reference.

By signing below, applicant certifies all information provided to be true and correct, and agrees to be bound by the terms and conditions set forth in this Accountholder Agreement.

Accountholder Signature: _____

Company Name: _____

Printed Name: _____

Title: _____

Date: _____

PLEASE FAX TO 888-343-0375 OR EMAIL TO plpapplications@multiservice.com AND FORWARD SIGNED ORIGINAL TO:
Multi Service Technology Solutions, Inc.