

WILDCARD SYSTEMS INC
Form S-4/A
July 06, 2012

As filed with the Securities and Exchange Commission on July 6, 2012

No. 333-181871

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

Amendment No. 1

to

Form S-4

REGISTRATION STATEMENT

UNDER

THE SECURITIES ACT OF 1933

Fidelity National Information Services, Inc.

(Exact name of registrant as specified in its charter)

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Georgia (State or other jurisdiction of incorporation or organization)	7389 (Primary Standard Industrial Classification Code Number) See Table Of Guarantor Registrants Listed On Following Page	37-1490331 (I.R.S. Employer Identification No.)
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601 Riverside Avenue

Jacksonville, Florida 32204

Telephone: (904) 438-6000

(Address, including zip code, and telephone number, including area code, of each of the registrant's principal executive offices)

Michael L. Gravelle, Esq.

Corporate Executive Vice President, Chief Legal Officer and Corporate Secretary

Fidelity National Information Services, Inc.

601 Riverside Avenue

Jacksonville, Florida 32204

Telephone: (904) 438-6000

(Name, address, including zip code, and telephone number, including area code, of agent for service)

Copy to:

Joshua N. Korff, Esq.

Kirkland & Ellis LLP

601 Lexington Avenue

New York, New York 10022

Telephone: (212) 446-4800

Approximate date of commencement of proposed sale to public: As soon as practicable after the effective date of this registration statement.

If any of the securities being registered on this form are being offered in connection with the formation of a holding company and there is compliance with General Instruction G, check the following box. "

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If this form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, check the following box and list the Securities Act registration number of the earlier effective registration statement for the same offering. "

If this form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. "

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer Accelerated filer

Non-accelerated filer (Do not check if a smaller reporting company) Smaller reporting company

If applicable, place an X in the box to designate the appropriate rule provision relied upon in conducting this transaction:

Exchange Act Rule 13e-4(i) (Cross-Border Issuer Tender Offer)

Exchange Act Rule 14d-1(d) (Cross-Border Third-Party Tender Offer)

CALCULATION OF REGISTRATION FEE

Title of Each Class of Securities to be Registered	Amount Registered to be	Proposed Maximum Offering Price per Unit(1)	Proposed Maximum Offering Price(1)	Amount of Registration Fee(2)
7.625% Senior Notes due 2017	\$150,000,000	100%	\$150,000,000	\$17,190
Guarantees of the 7.625% Senior Notes due 2017(4)	\$150,000,000	N/A	N/A	(3)
5.000% Senior Notes due 2022	\$700,000,000	100%	\$700,000,000	\$80,220
Guarantees of the 5.000% Senior Notes due 2022(4)	\$700,000,000	N/A	N/A	(3)

(1) Estimated solely for the purpose of computing the registration fee in accordance with Rule 457(f) under the Securities Act of 1933.

(2) Previously paid.

(3) Pursuant to Rule 457(n) under the Securities Act, no additional registration fee is due for guarantees.

(4) The entities listed on the Table of Guarantor Registrants on the following page have guaranteed the notes being registered hereby.

The registrant hereby amends this Registration statement on such date or dates as may be necessary to delay its effective date until the registrant shall file a further amendment which specifically states that this Registration Statement shall thereafter become effective in accordance with Section 8(a) of the Securities act of 1933 or until this Registration Statement shall become effective on such date as the Commission, acting pursuant to said Section 8(a), may determine.

TABLE OF GUARANTOR REGISTRANTS

Exact Name of Registrant as Specified in its Charter	State or Other Jurisdiction of Incorporation or Organization	Primary Standard Industrial Classification Code Number	I.R.S. Employer Identification No.
AdminiSource Communications, Inc.	Texas	7389	16-1744317
Advanced Financial Solutions, Inc.	Oklahoma	7389	73-1406986
Analytic Research Technologies, Inc.	Minnesota	7389	41-1937887
Asset Exchange, Inc.	Delaware	7389	93-1265708
ATM Management Services, Inc.	Minnesota	7389	41-1923485
Aurum Technology, LLC	Delaware	7389	06-1150826
BenSoft, Incorporated	California	7389	33-0664946
Card Brazil Holdings, Inc.	Georgia	7389	58-2607385
Certegy Check Services, Inc.	Delaware	7389	95-3582355
Certegy Transaction Services, Inc.	Georgia	7389	02-0594307
Chex Systems, Inc.	Minnesota	7389	26-2926513
ClearCommerce Corporation	Delaware	7389	41-1897932
Complete Payment Recovery Services, Inc.	Georgia	7389	58-2595258
Delmarva Bank Data Processing Center, LLC	Delaware	7389	38-3700278
Deposit Payment Protection Services, Inc.	Delaware	7389	91-1129953
EFD Asia, Inc.	Minnesota	7389	41-1887499
eFunds Corporation	Delaware	7389	39-1506286
eFunds Global Holdings Corporation	Minnesota	7389	41-1936361
eFunds IT Solutions Group, Inc.	Delaware	7389	41-1877535
Endpoint Exchange LLC	Oklahoma	7389	73-1406986
Fidelity Information Services International Holdings, Inc.	Delaware	7389	71-0793217
Fidelity Information Services International, Ltd.	Delaware	7389	71-0775319
Fidelity Information Services, LLC	Arkansas	7389	71-0405375
Fidelity International Resource Management, Inc.	Delaware	7389	71-0708817
Fidelity National Asia Pacific Holdings, LLC	Georgia	7389	58-2119523
Fidelity National Card Services, Inc.	Florida	7389	59-1521546
Fidelity National E-Banking Services, Inc.	Georgia	7389	58-1921188
Fidelity National First Bankcard Systems, Inc.	Georgia	7389	58-1686198
Fidelity National Global Card Services, Inc.	Florida	7389	58-2652375
Fidelity National Information Services, LLC	Delaware	7389	37-1490331
Fidelity National Payment Services, Inc.	Delaware	7389	95-2135728
Fidelity Outsourcing Services, Inc.	Delaware	7389	23-2994297
FIRM I, LLC	Delaware	7389	41-1936361
FIRM II, LLC	Delaware	7389	41-1936361
FIS Capital Leasing, Inc.	Delaware	7389	16-1770554
FIS Healthcare Holdings, LLC	Delaware	7389	90-0808825
FIS Management Services, LLC	Delaware	7389	43-2054614
FIS Output Solutions, LLC	Georgia	7389	58-2653381
FIS Solutions, LLC	Delaware	7389	61-1637431
GHR Systems, Inc.	Pennsylvania	7389	23-2691072
Kirchman Company LLC	Delaware	7389	41-2156399
Kirchman Corporation	Wisconsin	7389	38-3700278
Link2Gov Corp.	Tennessee	7389	62-1868563
MBI Benefits, Inc.	Michigan	7389	38-3261866
Metavante Acquisition Company II LLC	Delaware	7389	20-4152165
Metavante Corporation	Wisconsin	7389	39-1165550
Metavante Holdings, LLC	Delaware	7389	37-1490331

Exact Name of Registrant as Specified in its Charter	State or Other Jurisdiction of Incorporation or Organization	Primary Standard Industrial Classification Code Number	I.R.S. Employer Identification No.
Metavante Operations Resources Corporation	Delaware	7389	20-4159482
Metavante Payment Services AZ Corporation	Arizona	7389	20-8857737
Metavante Payment Services, LLC	Delaware	7389	39-1165550
NYCE Payments Network, LLC	Delaware	7389	39-1165550
Payment South America Holdings, Inc.	Georgia	7389	58-2607381
Penley, Inc.	Georgia	7389	01-0596996
Prime Associates, Inc.	Delaware	7389	11-2633848
Sanchez Computer Associates, LLC	Delaware	7389	71-0405375
Sanchez Software, Ltd.	Delaware	7389	51-0286300
Second Foundation, Inc.	California	7389	77-0454000
The Capital Markets Company	Delaware	7389	04-3441053
TREEV LLC	Nevada	7389	73-1406986
Valutec Card Solutions, LLC	Delaware	7389	38-3750784
VECTORsgi, Inc.	Delaware	7389	75-1866668
Vicor, Inc.	Nevada	7389	88-0293731
WCS Administrative Services, Inc.	Florida	7389	20-0322428
WildCard Systems, Inc.	Florida	7389	65-0556600

* All guarantor registrants have the following principal executive office:
c/o Fidelity National Information Services, Inc.

601 Riverside Avenue

Jacksonville, Florida 32204

Telephone: (904) 438-6000

The information in this prospectus is not complete and may be changed. We may not sell these securities or accept any offer to buy these securities until the registration statement filed with the Securities and Exchange Commission is effective. This prospectus is not an offer to sell these securities, and it is not soliciting an offer to buy these securities in any state where the offer or sale is not permitted.

SUBJECT TO COMPLETION, DATED July 6, 2012

PROSPECTUS

Fidelity National Information Services, Inc.

Offers to Exchange

7.625% Senior Notes Due 2017

REGISTERED UNDER THE SECURITIES ACT

A Like Principal Amount of 7.625% Senior Notes Due 2017

(\$150,000,000 Aggregate Principal Amount)

5.000% Senior Notes Due 2022

Registered under the Securities Act

A Like Principal Amount of 5.000% Senior Notes Due 2022

(\$700,000,000 Aggregate Principal Amount)

Fidelity National Information Services, Inc. is offering, upon the terms and subject to the conditions set forth in this prospectus and the accompanying letter of transmittal, to exchange (i) an aggregate principal amount of up to \$150,000,000 of our 7.625% senior notes due 2017 (which we refer to as the *2017 Exchange Notes*) for an equal principal amount of our outstanding 7.625% senior notes due 2017 (which we refer to as the *2017 Original Notes*) and (ii) an aggregate principal amount of up to \$700,000,000 of our 5.000% senior notes due 2022 (which we refer to as the *2022 Exchange Notes*, and collectively with the 2017 Exchange Notes as the *Exchange Notes*) for an equal principal amount of our outstanding 5.000% senior notes due 2022 (which we refer to as the *2022 Original Notes*, and collectively with the 2017 Original Notes as the *Original Notes*). The Exchange Notes will represent the same debt as the respective series of Original Notes, and the 2017 Exchange Notes will be issued under an Indenture, dated as of July 16, 2010 (as supplemented, the *2017 Indenture*) and the 2022 Exchange Notes will be issued under an Indenture, dated as of March 19, 2012 (as supplemented, the *2022 Indenture* and, together with the 2017 Indenture, the *Indenture*), in each case among FIS, the Guarantors and The Bank of New York Mellon Trust Company, N.A., as Trustee.

The exchange offers expire at 5:00 p.m., New York City time, on _____, 2012, unless extended.

Terms of the Exchange Offers

We are offering to exchange each series of Exchange Notes for the respective series of Original Notes that are validly tendered and not withdrawn prior to the expiration of the exchange offers.

You may withdraw tendered Original Notes at any time prior to the expiration of the exchange offers.

The terms of the Exchange Notes are identical in all material respects (including principal amount, interest rate, maturity and redemption rights) to the respective series of Original Notes for which they may be exchanged, except that the Exchange Notes generally will not be subject to transfer restrictions or be entitled to registration rights, and the Exchange Notes will not have the right to earn additional interest under circumstances relating to our registration obligations.

Certain of our subsidiaries will guarantee our obligations under the Exchange Notes, including the payment of principal of, premium, if any, and interest on the Exchange Notes. These guarantees of the Exchange Notes will be senior unsecured obligations of the guarantors. Additional subsidiaries will be required to guarantee the Exchange Notes, and the guarantees of the guarantors will terminate, in each case in the circumstances described under Description of the Exchange Notes Guarantees.

The exchange of Original Notes for Exchange Notes generally should not be a taxable event for U.S. federal income tax purposes. See Material U.S. Federal Income Tax Considerations.

There is no existing market for the Exchange Notes to be issued, and we do not intend to apply for listing or quotation on any securities exchange or market.

See **Risk Factors** beginning on page 10 for a discussion of the factors you should consider in connection with the exchange offers.

Each broker-dealer that receives Exchange Notes for its own account pursuant to the exchange offers must acknowledge that it will deliver a prospectus in connection with any resale of such Exchange Notes. The letter of transmittal states that by so acknowledging and by delivering a prospectus, a broker-dealer will not be deemed to admit that it is an underwriter within the meaning of the Securities Act of 1933, as amended, and the rules and regulations thereunder (the Securities Act). This prospectus, as it may be amended or supplemented from time to time, may be used by a broker-dealer in connection with resales of Exchange Notes received in exchange for Original Notes where such Original Notes were acquired by such broker-dealer as a result of market-making activities or other trading activities. We have agreed to make this prospectus available to any broker-dealer for use in connection with any such resale until the earlier of 90 days after the date the exchange offers registration statement becomes effective and the date on which a broker-dealer is no longer required to deliver a prospectus in connection with market-making or other trading activities. See Plan of Distribution.

NEITHER THE SECURITIES AND EXCHANGE COMMISSION NOR ANY STATE SECURITIES COMMISSION HAS APPROVED OR DISAPPROVED OF THESE SECURITIES OR PASSED UPON THE ADEQUACY OR ACCURACY OF THIS PROSPECTUS. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

The date of this prospectus is _____, 2012.

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Unless otherwise indicated or required by the context, in this prospectus, the terms FIS, we, our, us and the Company refer to Fidelity National Information Services, Inc. and all of its subsidiaries that are consolidated under GAAP (except in the section entitled Summary Summary Terms of the Exchange Offers and in the section entitled Description of the Exchange Notes, in which cases such terms refer only to Fidelity National Information Services, Inc. and not to any of its subsidiaries); and notes refers to the Original Notes and the Exchange Notes collectively.

You should rely only on the information contained in this prospectus. We have not authorized any other person to provide you with different information. If anyone provides you with different or inconsistent information, you should not rely on it. We are not making an offer to exchange and issue the Exchange Notes in any state or other jurisdiction where the offer or exchange is not permitted. You should not assume that the information contained in this prospectus is accurate as of any date other than the date printed on the front of this prospectus.

INFORMATION INCORPORATED BY REFERENCE

The Securities and Exchange Commission (the SEC) allows us to incorporate by reference in this prospectus the information in other documents that we file with it, which means that we can disclose important information to you by referring you to those documents. The information incorporated by reference is considered to be a part of this prospectus, and information in documents that we file later with the SEC will automatically update and supersede information contained in documents filed earlier with the SEC or contained in this prospectus or a prospectus supplement. We incorporate by reference in this prospectus the documents listed below and any future filings that we may make with the SEC under Sections 13(a), 13(c), 14 or 15(d) of the Securities Exchange Act of 1934, as amended (the Exchange Act), prior to the later of (a) the completion or termination of the exchange offers and (b) if either of the exchange offers is completed, the termination of the period of time described under Plan of Distribution during which we have agreed to make available this prospectus to broker-dealers in connection with certain resales of the Exchange Notes:

our Annual Report on Form 10-K for the fiscal year ended December 31, 2011;

our Quarterly Report on Form 10-Q for the fiscal quarter ended March 31, 2012;

our Current Report on Form 8-K for Results of Operations and Financial Condition and Other Events on February 13, 2012

our Current Report on Form 8-K for Results of Operations and Financial Condition on February 14, 2012.

our Current Report on Form 8-K for Regulation FD Disclosure on February 14, 2012.

our Current Report on Form 8-K for Regulation FD Disclosure on March 1, 2012.

our Current Report on Form 8-K for Other Events on March 6, 2012.

our Current Report on Form 8-K for Entry into a Material Definitive Agreement and Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant and Other Events on March 20, 2012.

our Current Report on Form 8-K for Entry into a Material Definitive Agreement and Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant and Other Events on March 30, 2012.

our Current Report on Form 8-K for Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers on April 5, 2012.

our Current Report on Form 8-K for Results of Operations and Financial Condition on April 26, 2012.

our Current Report on Form 8-K/A for Results of Operations and Financial Condition on April 26, 2012.

our Current Report on Form 8-K for Submission of Matters to a Vote of Security Holders on June 4, 2012.

information required by Part III, Items 10 through 13, of Form 10-K (incorporated by reference from our Definitive Proxy Statement, filed with the SEC on April 19, 2012).

Notwithstanding the foregoing, to the extent that any information contained in any Current Report on Form 8-K, or any exhibit thereto, was or is furnished to, rather than filed with, the SEC, such information or exhibit is not incorporated by reference into this document (unless specifically stated otherwise). You may obtain a copy of any or all of the documents referred to above which may have been or may be incorporated by reference into this prospectus (excluding certain exhibits to the documents) at no cost to you by writing or telephoning us at the following address:

Fidelity National Information Services, Inc.

601 Riverside Avenue

Jacksonville, Florida 32204

Attn: Investor Relations

Telephone: (904) 438-6282

In the event that we extend either of the exchange offers, you must submit your request at least five business days before the expiration date of the applicable exchange offer, as extended. We may extend the exchange offers in our sole discretion. See Exchange Offers for more detailed information.

WHERE YOU CAN FIND MORE INFORMATION

We have filed with the SEC a registration statement on Form S-4 under the Securities Act that registers the Exchange Notes that will be offered in exchange for the Original Notes. The registration statement, including the attached exhibits and schedules, contains additional relevant information about us and the Exchange Notes. The rules and regulations of the SEC allow us to omit from this document certain information included in the registration statement.

We file annual, quarterly and current reports, proxy statements and other information with the SEC. Our SEC filings are available to the public from the SEC's web site at www.sec.gov. You may also read and copy any document we file at the SEC's public reference room in Washington, D.C. located at 100 F Street, N.E., Room 1580, Washington, D.C. 20549. Please call the SEC at 1-800-SEC-0330 for further information on the operation of the SEC's public reference room.

FORWARD-LOOKING STATEMENTS

This prospectus, the documents incorporated by reference and other written reports and oral statements made from time to time by Fidelity National Information Services, Inc. contain forward-looking statements (within the meaning of the U.S. federal securities laws) regarding our expectations, hopes, intentions, or strategies regarding the future. These statements relate to, among other things, future events and our future results, and involve a number of risks and uncertainties. Forward-looking statements are based on management's beliefs, as well as assumptions made by, and information currently available to, management and can generally be identified by the use of expressions such as may, will, should, could, would, likely, predict, potential, continue, future, estimate, believe, expect, anticipate, intend, plan, words or phrases, as well as statements in the future tense; however, these words are not the exclusive means of identifying such statements. In addition, any statements that refer to beliefs, expectations, projections or other characterizations of future events or circumstances and other statements that are not historical facts are forward-looking statements.

Actual results, performance or achievement could differ materially from those contained in these forward-looking statements for a variety of reasons, including, without limitation, those discussed elsewhere in this prospectus, the documents incorporated by reference and in our other reports filed with the SEC. The risks and uncertainties that forward-looking statements are subject to include, without limitation:

changes in and continued difficulties in general economic, business and political conditions, including the possibility of intensified international hostilities, acts of terrorism, and changes and conditions in either or both the United States and international lending, capital and financial markets;

the effect of legislative initiatives or proposals, statutory changes, governmental or other applicable regulations and/or changes in industry requirements, including privacy regulations;

the adequacy of our cash flow and earnings and other conditions which may affect our ability to pay our quarterly dividend at the planned level;

the effects of our substantial leverage which may limit the funds available to make acquisitions and invest in our business, pay dividends and repurchase shares;

the risks of reduction in revenue from the elimination of existing and potential customers due to consolidation in or new laws or regulations affecting the banking, retail and financial services industries or due to financial failures or other setbacks suffered by firms in those industries;

changes in the growth rates of the markets for core processing, card issuer, and transaction processing services;

failures to adapt our services and products to changes in technology or in the marketplace;

internal or external security breaches of our systems, including those relating to the theft of personal information and computer viruses affecting our software or platforms, and the reactions of customers, card associations, government banking regulators and others to any such events, or our own failure to comply with laws and regulations and industry security requirements imposed on providers of services to financial institutions and card processing services;

the failure to achieve some or all of the benefits that we expect from acquisitions;

the failure to attract and retain skilled technical employees or senior management personnel;

the failure to successfully defend various legal proceedings;

our potential inability to find suitable acquisition candidates or finance such acquisitions, which depends upon the availability of adequate cash reserves from operations or of acceptable financing terms and the variability of our stock price, or difficulties in integrating past and future acquired technology or business operations, services, clients and personnel;

competitive pressures on product pricing and services including the ability to attract new, or retain existing, customers;

an operational or natural disaster at one of our major operations centers; and

other risks detailed in **Risk Factors** in this prospectus and in **Statement Regarding Forward-Looking Information**, **Risk Factors** and other sections of the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2011, the Company's Quarterly Report on Form 10-Q for the quarter ended March 31, 2012 (the *March 2012 10-Q*), and other filings with the SEC.

Other unknown or unpredictable factors also could have a material adverse effect on our business, financial condition, results of operations and prospects. Accordingly, readers should not place undue reliance on these forward-looking statements.

These forward-looking statements are inherently subject to uncertainties, risks and changes in circumstances that are difficult to predict. Except as required by applicable law or regulation, we do not undertake (and expressly disclaim) any obligation and do not intend to publicly update or review any of these forward-looking statements, whether as a result of new information, future events or otherwise. You should carefully consider the possibility that actual results may differ materially from our forward-looking statements. Please carefully review and consider the various disclosures made in this prospectus and in our reports filed with the SEC, including with respect to the risks and factors that may affect our business, financial condition, results of operations or prospects.

MARKET AND INDUSTRY DATA

Certain market and industry data included in this prospectus have been obtained from third party sources that we believe to be reliable. Market estimates are calculated by using independent industry publications, government publications and third party forecasts in conjunction with our assumptions about our markets. We have not independently verified such third party information and cannot assure you of its accuracy or completeness. While we are not aware of any misstatements regarding any market, industry or similar data presented herein, such data involves risks and uncertainties and is subject to change based on various factors, including those discussed under the headings **Forward-Looking Statements** and **Risk Factors** in this prospectus.

WEBSITES

The information contained on or that can be accessed through any of our websites is not incorporated in, and is not part of, this prospectus, and you should not rely on any such information in connection with your decision to participate in the exchange offers.

SUMMARY

This summary contains basic information about our company and the offering. This summary highlights selected information contained elsewhere in this offering memorandum. This summary is not complete and does not contain all of the information that may be important to you and that you should consider before deciding whether or not to exchange the original notes. For a more complete understanding of our company and this offering, you should read this entire offering memorandum, including Risk Factors and the financial information and the notes thereto and other information incorporated by reference herein.

The information in this summary is qualified in its entirety by the more detailed information and financial statements appearing elsewhere in this offering memorandum or incorporated by reference herein. Unless otherwise indicated or required by the context, the terms FIS, we, our, us and the Company refer to Fidelity National Information Services, Inc. and all of its subsidiaries that are consolidated under GAAP (except on the cover page, in the section entitled Summary The Offering and in the section entitled Description of Notes, in which cases such terms refer only to Fidelity National Information Services, Inc. and not to any of its subsidiaries).

Our Company

FIS is a leading global provider dedicated to banking and payments technologies. With a long history deeply rooted in the financial services sector, FIS serves more than 14,000 institutions in over 100 countries. Headquartered in Jacksonville, Florida, FIS employs approximately 33,000 people worldwide and holds leadership positions in payment processing and banking solutions, providing software, services and outsourcing of the technology that drives financial institutions. FIS tops the 2011 annual FinTech 100 list and is a member of the Fortune 500 U.S., and of Standard and Poor's (S&P) 500 Index.

Fidelity National Information Services, Inc. is a Georgia corporation. Our executive offices are located at 601 Riverside Avenue, Jacksonville, Florida 32204, and our telephone number at that location is (904) 438-6000.

Recent Developments

On June 25, 2012, Fidelity National Information Services, Inc. (FIS) entered into a definitive agreement to sell its Healthcare Benefit Solutions business to Lightyear Capital. The transaction is expected to close by the end of the third quarter of 2012, subject to required regulatory approvals and customary closing conditions. In accordance with U.S. generally accepted accounting principles, the Healthcare Benefit Solutions business will be classified as a discontinued operation for all periods presented effective in the second quarter of 2012. FIS expects the sale to reduce full year 2012 earnings from continuing operations by up to \$0.07 per share, before the benefit of any reinvestment of the net proceeds, and expects no material impact to adjusted earnings per share in 2013.

Summary Terms of the Exchange Offers

The following is a brief summary of the terms of the exchange offers. For a more complete description of the exchange offers, see Exchange Offers.

Original Notes

\$150.0 million aggregate principal amount of 7.625% Senior Notes due 2017.

\$700.0 million aggregate principal amount of 5.000% Senior Notes due 2022.

Exchange Notes

Up to \$150.0 million aggregate principal amount of 7.625% Senior Notes due 2017.

Up to \$700.0 million aggregate principal amount of 5.000% Senior Notes due 2022.

Each series of Exchange Notes has been registered under the Securities Act. The terms of the Exchange Notes are identical in all material respects to the terms of the Original Notes, except that the Exchange Notes are registered under the Securities Act and are generally not subject to transfer restrictions, are not entitled to registration rights and do not have the right to earn additional interest under circumstances relating to our registration obligations.

Exchange Offers

We are offering to exchange each series of Exchange Notes for a like principal amount of Original Notes of the applicable series.

Currently, there is \$150.0 million in aggregate principal amount of 2017 Original Notes outstanding and \$700.0 million in aggregate principal amount of 2022 Original Notes outstanding.

Original Notes may be exchanged only in minimum denominations of \$2,000 and integral multiples of \$1,000 in excess of \$2,000. Exchange Notes will be issued only in minimum denominations of \$2,000 and integral multiples of \$1,000 in excess of \$2,000.

Subject to the terms of the exchange offers, we will exchange the Exchange Notes for all of the Original Notes of each series that are validly tendered and not withdrawn prior to the expiration of the applicable exchange offer.

Expiration Date

Each exchange offer will expire at 5:00 p.m., New York City time, on _____, 2012, unless we extend it. We do not currently intend to extend the expiration date.

Withdrawal of Tenders

You may withdraw the tender of your Original Notes at any time prior to the expiration date.

Material U.S. Federal Income Tax Considerations

The exchange by a Holder (as defined in Material U.S. Federal Income Tax Considerations) of Original Notes for Exchange Notes in the exchange offers generally should not constitute a taxable exchange for U.S. federal income tax purposes. See Material U.S. Federal Income Tax Considerations.

Conditions to the Exchange Offers

The exchange offers are subject to customary conditions, which we may waive. See Exchange Offers Conditions.

Procedures for Tendering

If you wish to accept the applicable exchange offer and your Original Notes are held by a custodial entity such as a bank, broker, dealer, trust company or other nominee, you must instruct this custodial entity to tender your Original Notes on your behalf pursuant to the procedures of the custodial entity. If your Original Notes are

registered in your name, you must complete, sign and date the accompanying letter of transmittal, or a facsimile of the letter of transmittal, according to the instructions contained in this prospectus and the letter of transmittal. You must also mail or otherwise deliver the letter of transmittal, or a facsimile of the letter of transmittal, together with the Original Notes and any other required documents, to the exchange agent at the address set forth on the cover page of the letter of transmittal.

Custodial entities that are participants in The Depository Trust Company, or *DTC*, may tender Original Notes through *DTC*'s Automated Tender Offer Program, or *ATOP*, which enables a custodial entity, and the beneficial owner on whose behalf the custodial entity is acting, to electronically agree to be bound by the letter of transmittal. **A letter of transmittal need not accompany tenders effected through ATOP.**

By signing, or agreeing to be bound by, the letter of transmittal, you will represent to us that, among other things:

you are acquiring the Exchange Notes in the ordinary course of your business;

you are not engaged in, and do not intend to engage in, a distribution (within the meaning of the Securities Act) of the Exchange Notes;

you have no arrangement or understanding with any person to participate in a distribution (within the meaning of the Securities Act) of the Exchange Notes;

you are not an affiliate of the Company (within the meaning of Rule 405 under the Securities Act); and

if you are a broker-dealer registered under the Exchange Act, you are participating in the applicable exchange offer for your own account and are exchanging Original Notes acquired as a result of market-making activities or other trading activities and you will deliver a prospectus in connection with any resale of the Exchange Notes.

See Exchange Offers Eligibility; Transferability.

Guaranteed Delivery Procedures

If you wish to tender your Original Notes, and time will not permit your required documents to reach the exchange agent by the expiration date, or the procedure for book-entry transfer cannot be completed on time, you may tender your Original Notes under the procedures described under Exchange Offers Guaranteed Delivery Procedures.

Transferability

Under existing interpretations of the Securities Act by the staff of the SEC contained in several no-action letters to third parties, and subject to the immediately following sentence, we believe that the Exchange Notes will generally be freely transferable by holders after the

exchange offers without further compliance with the registration and prospectus delivery requirements of the Securities Act (subject to representations required to be made by each holder of Exchange Notes, as set forth above). However any holder of Original Notes who:

is one of our affiliates (as defined in Rule 405 under the Securities Act),

does not acquire the Exchange Notes in the ordinary course of business,

distributes, intends to distribute, or has an arrangement or understanding with any person to distribute the Exchange Notes as part of the respective exchange offer, or

is a broker-dealer who purchased Original Notes directly from us

will not be able to rely on the interpretations of the staff of the SEC, will not be permitted to tender Original Notes in the exchange offers and, in the absence of any exemption, must comply with the registration and prospectus delivery requirements of the Securities Act in connection with any resale of the notes.

Our belief is based on interpretations by the Staff of the SEC given to other, unrelated issuers in similar exchange offers. We cannot assure you that the SEC would make a similar interpretation with respect to these exchange offers. We will not be responsible for or indemnify you against any liability you may incur under the Securities Act.

Each broker-dealer that receives Exchange Notes for its own account under the exchange offers in exchange for Original Notes that were acquired by the broker-dealer as a result of market-making or other trading activity must acknowledge that it will deliver a prospectus in connection with any resale of the Exchange Notes. See Plan of Distribution.

See Exchange Offers Eligibility; Transferability.

Consequences of Failure to Exchange

Any Original Notes that are not tendered in the exchange offers, or that are not accepted in the exchange offers, will remain subject to the restrictions on transfer. Since the Original Notes have not been registered under the U.S. federal securities laws, you will not be able to offer or sell the Original Notes except under an exemption from the requirements of the Securities Act or unless the Original Notes are registered under the Securities Act. Upon the completion of the exchange offers, we will have no further obligations, except under limited circumstances, to provide for registration of the notes under the U.S. federal securities laws. See Exchange Offers Consequences of Failure to Tender.

Use of Proceeds

We will not receive any proceeds from the exchange of notes pursuant to the exchange offers. We will pay all expenses incident to the exchange offers.

Exchange Agent

The Bank of New York Mellon Trust Company, N.A., is serving as the exchange agent for the exchange offers. See Exchange Offers Exchange Agent for the address and telephone number of the exchange agent.

Summary of Terms of the Exchange Notes

The summary below describes the principal terms of the Exchange Notes. Certain of the terms and conditions described below are subject to important limitations and exceptions. The Description of the Exchange Notes section of this prospectus contains a more detailed description of the terms and conditions of the Exchange Notes. As used in this section, the terms our, we, us, Issuer and the Company refer to Fidelity National Information Services, Inc. and not to any of its subsidiaries; the term Notes refers collectively to the Exchange Notes and the Original Notes; the term 2017 Notes refers collectively to the 2017 Original Notes and the 2017 Exchange Notes; and the term 2022 Notes refers collectively to the 2022 Original Notes and the 2022 Exchange Notes.

The terms of the Exchange Notes will be identical in all material respects to the respective series of Original Notes for which they have been exchanged, except:

the Exchange Notes have been registered under the U.S. federal securities laws and will not bear any legend restricting their transfer;

the Exchange Notes bear a different CUSIP number from the Original Notes;

the Exchange Notes generally will not be subject to transfer restrictions and will not be entitled to registration rights; and

the holders of the Exchange Notes will not be entitled to earn additional interest under circumstances relating to our registration obligations under the registration rights agreement.

Issuer	Fidelity National Information Services, Inc.
Exchange Notes Offered	<p>\$150,000,000 aggregate principal amount of 7.625% senior notes due 2017.</p> <p>\$700,000,000 aggregate principal amount of 5.000% senior notes due 2022.</p>
Maturity Date	The 2017 Exchange Notes will mature on July 15, 2017. The 2022 Exchange Notes will mature on March 15, 2022.
Interest Payment	<p>Interest on the 2017 Exchange Notes will accrue at a rate of 7.625% per annum, payable semi-annually in cash in arrears on January 15 and July 15 of each year, commencing January 15, 2012.</p> <p>Interest on the 2022 Exchange Notes will accrue at a rate of 5.000% per annum, payable semi-annually in cash in arrears on March 15 and September 15 of each year, commencing September 15, 2012.</p>
Guarantors	The Exchange Notes will be fully and unconditionally guaranteed on a senior unsecured basis by each of our domestic subsidiaries that is a guarantor under our amended credit

facility.

Ranking

The Exchange Notes will be general unsecured obligations of the Issuer and will (1) rank equally in right of payment with all existing and future

senior debt of the Issuer, (2) be effectively junior to all of the Issuer's existing and future secured debt to the extent of the value of the assets securing that secured debt, (3) be effectively junior to all existing and future debt and liabilities of the Issuer's non-guarantor subsidiaries, and (4) rank senior in right of payment to all of the Issuer's future debt, if any, that is by its terms expressly subordinated to the Notes.

Each note guarantee is and will be a general unsecured obligation of each guarantor and will (1) rank equally in right of payment with all existing and future senior debt of such guarantor, (2) be effectively junior to all of such guarantor's existing and future secured debt to the extent of the value of the assets securing that secured debt and (3) rank senior in right of payment to all existing and future debt of such guarantor, if any, that is by its terms expressly subordinated to such guarantor's note guarantee.

Optional Redemption

On or after July 15, 2013, for the 2017 Notes, and March 15, 2017, for the 2022 Notes, the Issuer may redeem some or all of the applicable series of Notes at any time at the redemption prices described in the section "Description of Exchange Notes - Optional Redemption." Before July 15, 2013, for the 2017 Notes, and March 15, 2017, for the 2022 Notes, the Issuer may also redeem some or all of the applicable series of Notes at a redemption price of 100% of the principal amount plus accrued and unpaid interest, if any, to the redemption date, plus the applicable "make-whole" premium.

Additionally, prior to July 15, 2013, for the 2017 Notes, and March 15, 2017, for the 2022 Notes, the Issuer may redeem up to 35% of the aggregate principal amount of the 2017 Notes and up to 40% of the aggregate principal amount of the 2022 Notes, as applicable, with the net proceeds of specified equity offerings at the redemption prices specified for the applicable series of notes in the "Description of Exchange Notes - Optional Redemption."

Asset Sale Proceeds

Upon certain sales of assets, we are required to make an offer to purchase the Notes at 100% of the principal amount thereof, plus accrued and unpaid interest.

Change of Control

If the Issuer experiences certain kinds of changes of control, it must offer to purchase the Notes at 101% of their principal amount, plus accrued and unpaid interest, in cash. For more details, see the section "Description of the Exchange Notes - Repurchase at the Option of Holders - Change of Control."

Certain Covenants

The indenture for the Notes contains covenants that limit, among other things, the ability of the Issuer and its subsidiaries to:

incur or guarantee additional indebtedness;

make certain restricted payments;

create or incur certain liens;

create restrictions on the payment of dividends or other distributions to the Issuer from its restricted subsidiaries;

engage in sale and leaseback transactions;

transfer all or substantially all of the assets of the Issuer or any restricted subsidiary or enter into merger or consolidation transactions; and

engage in certain transactions with affiliates.

These covenants are subject to certain important qualifications and limitations described under the heading "Description of the Exchange Notes." Certain covenants will cease to apply to a particular series of Notes at all times after such series of notes has obtained investment grade ratings from both Moody's Investors Service, Inc. ("Moody's") and Standard & Poor's Ratings Group ("S&P"); provided that at such time no default has occurred and is continuing under the indenture.

Absence of an Established Market for the Exchange Notes The Exchange Notes generally are freely transferable but are also new securities for which there is not initially a market. We do not intend to list the Exchange Notes on any exchange or maintain a trading market for them. Accordingly, there can be no assurance as to the development or liquidity of any market for the Exchange Notes.

SUMMARY HISTORICAL FINANCIAL DATA

The following tables set forth certain of our historical financial data. The statement of earnings data for the years ended December 31, 2011, 2010 and 2009 and the balance sheet data as of December 31, 2011 have been derived from our audited consolidated financial statements, which have been audited by KPMG LLP, independent registered public accounting firm, and which are incorporated by reference in this offering memorandum.

The statement of earnings data for the three months ended March 31, 2011 and 2012 and the balance sheet data as of March 31, 2012 have been derived from our unaudited condensed consolidated financial statements incorporated by reference in this prospectus. Our unaudited financial statements have been prepared on a basis consistent with our audited consolidated financial statements, and, in the opinion of management, the historical unaudited statement of earnings and balance sheet data set forth below reflect all adjustments, consisting of normal and recurring adjustments, necessary for a fair presentation of our financial position and results of operations for those periods. The historical results of operations for any period are not necessarily indicative of the results to be expected for any future period. The following information should be read in conjunction with our consolidated financial statements and the related notes thereto and the information under the caption "Management's Discussion and Analysis of Financial Condition and Results of Operations" in our Annual Report on Form 10-K for the fiscal year ended December 31, 2011, and in our March 2012 10-Q, which reports have been incorporated by reference in this prospectus.

On October 1, 2009, we completed the acquisition of Metavante Technologies, Inc. ("Metavante"). The results of operations and financial position of Metavante are included in our consolidated financial statements since the date of the acquisition.

FIDELITY NATIONAL INFORMATION SERVICES, INC.

AND SUBSIDIARIES

CONDENSED HISTORICAL FINANCIAL INFORMATION

(IN MILLIONS)

	Three Months Ended March 31,		Year Ended December 31,		
	2012	2011	2011	2010	2009(1)
Statement of Earnings Data					
Processing and services revenues	\$ 1,446.9	\$ 1,383.4	\$ 5,745.7	\$ 5,269.5	\$ 3,711.1
Cost of revenues	1,010.3	996.0	3,998.0	3,637.7	2,741.5
Gross profit	436.6	387.4	1,747.7	1,631.8	969.6
Selling, general and administrative expenses	207.1	173.5	671.8	675.8	547.1
Impairment charges			9.1	154.9	136.9
Operating income	229.5	213.9	1,066.8	801.1	285.6
Other income (expense)	(80.3)	(64.7)	(322.5)	(184.8)	(121.9)
Earnings from continuing operations before income taxes and equity in earnings (loss) of unconsolidated entities	149.2	149.2	744.3	616.3	163.7
Provision for income taxes	50.4	52.3	239.0	215.3	54.7
Earnings (loss) from continuing operations, net of tax	98.8	96.9	505.3	401.0	109.0
Earnings (loss) from discontinued operations, net of tax(2)	(8.7)	(3.3)	(24.2)	(43.1)	(0.5)
Net earnings	90.1	93.6	481.1	357.9	108.5
Net (earnings) loss attributable to noncontrolling interest	(3.0)	(0.8)	(11.5)	46.6	(2.6)
Net earnings attributable to FIS common stockholders	\$ 87.1	\$ 92.8	\$ 469.6	\$ 404.5	\$ 105.9

- (1) The results of operations of Metavante are included in earnings from October 1, 2009, the date of the Metavante Acquisition.
- (2) Discontinued operations include the results of operations of the Brazil item processing and remittance services and of ClearPar, LLC through the day of disposition.

	March 31, 2012	December 31, 2011
Balance Sheet Data:		
Cash and cash equivalents	\$ 481.7	\$ 415.5
Goodwill	8,545.5	8,542.8
Other intangible assets	1,842.7	1,903.3
Total assets	13,904.4	13,848.3
Total long-term debt	4,844.1	4,809.8
Total FIS stockholders equity	6,615.0	6,503.0
Noncontrolling interest	152.1	148.2
Total equity	6,767.1	6,651.2

- (1) On October 1, 2009, we consummated the Metavante Acquisition.

CONSOLIDATED RATIO OF EARNINGS TO FIXED CHARGES

The following table reflects our consolidated ratio of earnings to fixed charges for the periods indicated. Earnings included in the calculation of this ratio consist of income from continuing operations before income taxes and equity in earnings (losses) of unconsolidated entities plus fixed charges and amortization of capitalized interest, less interest capitalized. Fixed charges include interest expense, capitalized interest, amortization of debt issue costs, as well as the imputed interest component of rental expense.

	Three Months			Year Ended December 31,			
	Ended March 31		2011	2010	2009	2008	2007
Ratio of earnings to fixed charges	2.7	2.9	3.3	3.7	1.9	1.9	2.6

RISK FACTORS

You should carefully consider the following risks and all of the other information included in or incorporated by reference in this prospectus, including the risk factors identified in our Annual Report on Form 10-K for the fiscal year ended December 31, 2011, before deciding to exchange the Original Notes. The risks set out below and incorporated by reference in this prospectus are not the only risks we face. If any of these risks occurs, our business, financial condition and results of operations could be materially adversely affected. In such case, you may lose all or part of your investment.

Risks Related to the Exchange Notes and Exchange Offers

Our indebtedness could adversely affect our financial condition or operating flexibility and prevent us from fulfilling our obligations under our outstanding indebtedness and the Exchange Notes.

As of March 31, 2012, we had total debt of approximately \$4.8 billion. Our indebtedness could have important consequences for you. For example, it could:

make it difficult for us to satisfy our obligations with respect to the Exchange Notes or other outstanding indebtedness;

increase our vulnerability to general adverse economic and industry conditions;

require us to dedicate a portion of our cash flow from operations to payments on our indebtedness, thereby reducing the availability of cash flow to fund working capital, capital expenditures, acquisitions and investments and other general corporate purposes;

make it difficult for us to optimally capitalize and manage the cash flow for our businesses;

limit our flexibility in planning for, or reacting to, changes in our businesses and the markets in which we operate;

place us at a competitive disadvantage compared to our competitors that have less debt;

limit, along with the financial and other restrictive covenants in our indebtedness, among other things, our ability to borrow additional funds or dispose of assets; and

result in an event of default if we fail to satisfy our obligations under the Exchange Notes or other debt or fail to comply with the financial or other restrictive covenants contained in the indenture governing the Exchange Notes or our senior secured credit facility, which event of default could result in all of our debt becoming due and payable and could permit the lenders under our senior secured credit facility to foreclose on the assets securing such debt.

If future debt financing is not available to us when required or is not available on acceptable terms, we may be unable to grow our business, take advantage of business opportunities, respond to competitive pressures or refinance maturing debt, any of which could have a material adverse effect on our operating results and financial condition.

The covenants relating to the Exchange Notes and our senior secured credit facility are limited and do not prohibit us from incurring additional debt or taking other actions that could exacerbate the risks described in the preceding risk factor or otherwise negatively impact holders of the Exchange Notes.

We may be able to incur substantially more debt in the future. Although the indenture governing the Exchange Notes and the agreements governing our senior secured credit facility and other indebtedness each contain restrictions on our incurrence of additional indebtedness, these restrictions are subject to a number of qualifications and exceptions, and under certain circumstances, indebtedness incurred in compliance with

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these restrictions could be substantial. Also, the restrictions of the indenture do not prevent us from incurring obligations that do not constitute debt under the terms thereof. As of March 31, 2012, we had approximately

\$849.5 million of borrowing capacity available under our existing FIS credit facility (net of \$0.8 million in outstanding letters of credit issued thereunder). To the extent new debt is added to our current levels, the risks described above could substantially increase.

Our holding company structure may impact your ability to receive payment on the Exchange Notes.

We are a holding company with no significant operations or material assets other than the capital stock of our subsidiaries. As a result, our ability to repay our indebtedness, including the Exchange Notes, is dependent on the generation of cash flow by our subsidiaries and their ability to make such cash available to us, by dividend, distribution, loan, debt repayment or otherwise. Unless they are guarantors of the Exchange Notes, our subsidiaries do not have any obligation to pay amounts due on the Exchange Notes or to make funds available for that purpose. In addition, our subsidiaries may not be able to, or be permitted to, make distributions to enable us to make payments in respect of our indebtedness, including the Exchange Notes. Each of our subsidiaries is a distinct legal entity, and, under certain circumstances, legal and contractual restrictions, as well as the financial condition and operating requirements of our subsidiaries, may limit our ability to obtain cash from our subsidiaries. Further, while the guarantors will unconditionally guarantee the Exchange Notes, such guarantees could be rendered unenforceable for the reasons described in A court could void our subsidiaries' guarantees of the Exchange Notes under fraudulent transfer laws.

Effective subordination of the Exchange Notes and the guarantees to substantially all of our existing and future secured debt and the existing and future secured debt of the guarantors may reduce amounts available for payment of the Exchange Notes and the guarantees.

The Exchange Notes and the guarantees are unsecured. Accordingly, the Exchange Notes will effectively rank junior to all of our secured obligations and, so long as the guarantees are in effect, a guarantor's guarantees will effectively rank junior to all of that guarantor's secured obligations, in each case, to the extent of the assets securing those obligations. In the event of bankruptcy, liquidation or similar proceeding, or if payment under any secured obligation is accelerated, claims of any secured creditors for the assets securing the obligation will be prior to any claim of the holders of the Exchange Notes for these assets. After the claims of the secured creditors are satisfied, there may not be assets remaining to satisfy our obligations under the Exchange Notes or the guarantees. As of March 31, 2012, we and our subsidiaries had \$2,886.4 million in secured indebtedness, including \$2,849.7 million under the FIS Credit Agreement. The indenture governing the Exchange Notes permits us and our subsidiaries to incur additional secured debt under specified circumstances.

Effective subordination of the Exchange Notes and the guarantees to indebtedness of our existing and future non-guarantor subsidiaries may reduce amounts available for payment of the Exchange Notes and the guarantees.

The Exchange Notes and the guarantees will also be effectively subordinated to the unsecured indebtedness and other liabilities of our subsidiaries that are not guarantors and of those guarantors whose guarantees of the Exchange Notes are released or terminated. Except to the extent that we or a guarantor is a creditor with recognized claims against our other subsidiaries, all claims of creditors (including trade creditors) and holders of preferred stock, if any, of our other subsidiaries will have priority with respect to the assets of such subsidiaries over our and the guarantors' claims (and therefore the claims of our creditors, including holders of the Exchange Notes).

A court could void our subsidiaries' guarantees of the Exchange Notes under fraudulent transfer laws.

Although the guarantees provide you with a direct claim against the assets of the subsidiary guarantors, under the federal bankruptcy laws and comparable provisions of state fraudulent transfer laws, a guarantee could be voided, or claims with respect to a guarantee could be subordinated to all other debts of that guarantor. In addition, a bankruptcy court could void (i.e., cancel) any payments by that guarantor pursuant to its guarantee and require those payments to be returned to the guarantor or to a fund for the benefit of the other creditors of the

guarantor. Each guarantee will contain a provision intended to limit the guarantor's liability to the maximum amount that it could incur without causing the incurrence of obligations under its guarantee to be a fraudulent transfer. This provision may not be effective to protect the guarantees from being voided under fraudulent transfer law, or may eliminate the guarantor's obligations or reduce the guarantor's obligations to an amount that effectively makes the guarantee worthless.

The bankruptcy court might take these actions if it found, among other things, that when a subsidiary guarantor executed its guarantee (or, in some jurisdictions, when it became obligated to make payments under its guarantee):

such subsidiary guarantor received less than reasonably equivalent value or fair consideration for the incurrence of its guarantee; and

such subsidiary guarantor:

was (or was rendered) insolvent by the incurrence of the guarantee;

was engaged or about to engage in a business or transaction for which its assets constituted unreasonably small capital to carry on its business;

intended to incur, or believed that it would incur, obligations beyond its ability to pay as those obligations matured; or

was a defendant in an action for money damages, or had a judgment for money damages docketed against it and, in either case, after final judgment, the judgment was unsatisfied.

A bankruptcy court would likely find that a subsidiary guarantor received less than fair consideration or reasonably equivalent value for its guarantee to the extent that it did not receive direct or indirect benefit from the issuance of the Exchange Notes. A bankruptcy court could also void a guarantee if it found that the subsidiary issued its guarantee with actual intent to hinder, delay or defraud creditors.

Although courts in different jurisdictions measure solvency differently, in general, an entity would be deemed insolvent if the sum of its debts, including contingent and unliquidated debts, exceeds the fair value of its assets, or if the present fair salable value of its assets is less than the amount that would be required to pay the expected liability on its debts, including contingent and unliquidated debts, as they become due.

If a court voided a guarantee, it could require that noteholders return any amounts previously paid under such guarantee. If any guarantee were voided, noteholders would retain their rights against us and any other subsidiary guarantors, although there is no assurance that those entities' assets would be sufficient to pay the Exchange Notes in full.

The guarantees will be released under certain circumstances.

On the issue date, the Exchange Notes will be guaranteed by any of our subsidiaries that is a borrower under or is a guarantor of obligations under our amended FIS credit facility. Upon the occurrence of certain events, including if the obligations of any guarantor as a borrower and guarantor under such credit agreements terminate or are released, such guarantor's guarantee of the Exchange Notes will also be released. See

Description of Exchange Notes Guarantees. In such event, the risks applicable to our subsidiaries that are not guarantors upon consummation of the offering will also be applicable to such guarantor.

Our foreign subsidiaries may become borrowers under our existing credit agreement without guaranteeing the Exchange Notes.

Under the terms of our existing credit agreement, we may designate foreign subsidiaries as borrowers, and such foreign subsidiaries would not be required to guarantee the Exchange Notes. As of the time of these offerings, each of our subsidiaries that is a borrower or a guarantor under our existing credit agreement is a domestic subsidiary, and will be a guarantor guaranteeing the Exchange Notes. However, if a foreign subsidiary

is designated as a borrower under our credit agreement and borrows under the credit agreement, the Exchange Notes and the guarantees will be effectively subordinated to the claims of the lenders under the credit agreement with respect to such borrowings and with respect to the assets of such foreign subsidiary.

If on any date following the issuance of the Exchange Notes the Exchange Notes of either series have investment grade ratings, many of the restrictive covenants will cease to be in effect.

If on any date following the issuance of the Exchange Notes, the Exchange Notes of either series are rated at least BBB-(or the equivalent) by S&P and at least Baa3 (or the equivalent) by Moody's and certain other conditions are met, many of the restrictive covenants in the indenture will cease to be in effect with respect to such series of notes. We cannot assure you that the Exchange Notes will ever be rated investment grade or that, if they are, that they will maintain such ratings. Termination of these covenants would allow us to engage in certain actions that would not be permitted while these covenants are in effect and any such actions that we take after the covenants are terminated will be permitted even if the Exchange Notes of the applicable series subsequently fail to maintain investment grade ratings. See Description of Exchange Notes Certain Covenants.

The credit ratings assigned to the Exchange Notes may not reflect all risks of an investment in the Exchange Notes.

The credit ratings assigned to the Exchange Notes reflect the rating agencies' assessments of our ability to make payments on the Exchange Notes when due. Consequently, actual or anticipated changes in these credit ratings will generally affect the market value of the Exchange Notes. These credit ratings, however, may not reflect the potential impact of risks related to structure, market or other factors related to the value of the Exchange Notes.

We may not be able to repurchase the Exchange Notes upon a change of control.

We may not be able to repurchase the Exchange Notes upon a change of control because we may not have sufficient funds. Upon certain kinds of changes of control, holders of the Exchange Notes may require us to make offers to purchase the Exchange Notes for cash at a purchase price equal to 101% of the aggregate principal amount thereof, plus accrued and unpaid interest. Our failure to purchase tendered notes upon the occurrence of such changes of control would result in an event of default under the indenture governing the Exchange Notes and a cross-default under the agreements governing certain of our other indebtedness which may result in the acceleration of such indebtedness requiring us to repay that indebtedness immediately. If such a change of control were to occur, we may not have sufficient funds to repay any such accelerated indebtedness, which may give the lenders under our senior secured credit facility the ability to foreclose on the assets securing such debt. In addition, you may not be able to require us to repurchase the Exchange Notes under the change of control provisions in the indenture in the event of certain important corporate events, such as a leveraged recapitalization (which would increase the level of our indebtedness, potentially resulting in a downgrade of our credit ratings, thereby negatively affecting the value of the Exchange Notes), reorganization, restructuring, merger or other similar transaction, unless such transaction constitutes a change of control under the indenture. Such a transaction may not involve a change in voting power or beneficial ownership or, even if it does, may not involve a change that constitutes a change of control that would trigger our obligation to repurchase the Exchange Notes. Therefore, if an event occurs that does not constitute a change of control, as defined in the indenture, we will not be required to make offers to repurchase the Exchange Notes and you may be required to continue to hold your Exchange Notes despite the event. See Description of Exchange Notes Change of Control.

If an active trading market does not develop for the Exchange Notes, you may be unable to sell the Exchange Notes or to sell them at a price you deem sufficient.

The Exchange Notes will be securities for which there is no established trading market. We do not intend to list the Exchange Notes on any exchange or maintain a trading market for them. We give no assurance as to:

the liquidity of any trading market that may develop;

the ability of holders to sell their Exchange Notes; or

the price at which holders would be able to sell their Exchange Notes. Even if a trading market develops, the Exchange Notes may trade at higher or lower prices than their principal amount or purchase price, depending on many factors, including:

prevailing interest rates;

the number of holders of the Exchange Notes;

the interest of securities dealers in making a market for the Exchange Notes;

the market for similar debt securities; and

our financial performance.

You may not receive the Exchange Notes in the exchange offers if the exchange offer procedures are not properly followed.

We will issue the Exchange Notes in exchange for your Original Notes only if you properly tender the Original Notes before expiration of the exchange offers. Neither we nor the exchange agent are under any duty to give notification of defects or irregularities with respect to the tenders of the Original Notes for exchange. If you are the beneficial holder of Original Notes that are held through your broker, dealer, commercial bank, trust company or other nominee, and you wish to tender such notes in the exchange offers, you should promptly contact the person through whom your Original Notes are held and instruct that person to tender on your behalf.

Broker-dealers may become subject to the registration and prospectus delivery requirements of the Securities Act and any profit on the resale of the Exchange Notes may be deemed to be underwriting compensation under the Securities Act.

Any broker-dealer that acquires Exchange Notes in the exchange offers for its own account in exchange for Original Notes which it acquired through market-making or other trading activities must acknowledge that it will comply with the registration and prospectus delivery requirements of the Securities Act in connection with any resale transaction by that broker-dealer. Any profit on the resale of the Exchange Notes and any commission or concessions received by a broker-dealer may be deemed to be underwriting compensation under the Securities Act.

If you do not exchange your Original Notes, they may be difficult to resell.

If you do not exchange your Original Notes for Exchange Notes in the exchange offers, the Original Notes you hold will continue to be subject to the existing transfer restrictions described in the legend on the global security representing the outstanding Original Notes. These restrictions on transfer exist because we issued the Original Notes pursuant to an exemption from the registration requirements of the Securities Act and applicable state securities laws. The Original Notes that are not exchanged for Exchange Notes will remain restricted securities. Accordingly, those Original Notes may not be offered or sold, unless registered under the Securities Act and applicable state securities laws, except pursuant to an exemption from, or in a transaction not subject to, the Securities Act and applicable state securities laws. Because we anticipate that most holders of Original Notes will elect to participate in the exchange offers, we expect that the liquidity of the market for the Original Notes after the completion of the exchange offers may be substantially limited. Any Original Notes tendered and exchanged in the exchange offers will reduce the aggregate principal amount of the Original Notes not exchanged.

USE OF PROCEEDS

We will not receive cash proceeds from the issuance of the Exchange Notes in connection with the exchange offers. In consideration for issuing the Exchange Notes in exchange for Original Notes as described in this prospectus, we will receive Original Notes of the respective series of equal principal amount. The Original Notes surrendered in exchange for the Exchange Notes will be retired and cancelled. We will pay all expenses incident to the exchange offers.

DESCRIPTION OF THE 2017 EXCHANGE NOTES

On December 19, 2011, we issued in private placements \$150,000,000 aggregate principal amount of 7.625% senior notes due 2017. The 2017 Notes were not registered under the Securities Act and were issued, and the Exchange Notes will be issued, under an Indenture, dated as of July 16, 2010 (as supplemented, the *2017 Indenture*), among FIS, the Guarantors and The Bank of New York Mellon Trust Company, N.A., as Trustee. Unless the context otherwise requires, for purposes of this section of this prospectus, references to (i) the Company, we, us, our or similar terms refer solely to Fidelity National Information Services, Inc., and not its subsidiaries, (ii) Original Notes refer to the 2017 Original Notes, (iii) Exchange Notes refer to the 2017 Exchange Notes, (iv) Notes refer collectively to the 2017 Exchange Notes and the 2017 Original Notes and (v) Indenture refer to the 2017 Indenture.

The terms of the Exchange Notes are identical in all material respects with the respective series of Original Notes for which they have been exchanged, except that:

the Exchange Notes have been registered under the U.S. federal securities laws and will not bear any legend restricting their transfer;

the Exchange Notes bear a different CUSIP number from the Original Notes;

the Exchange Notes generally will not be subject to transfer restrictions and will not be entitled to registration rights; and

the holders of the Exchange Notes will not be entitled to earn additional interest under circumstances relating to our registration obligations under the registration rights agreement.

The Exchange Notes will evidence the same debt as the Original Notes. Holders of Exchange Notes will be entitled to the benefits of the indenture.

The statements under this caption relating to the Indenture and the Notes are summaries and are not a complete description thereof, and where reference is made to particular provisions, such provisions, including the definitions of certain terms, are qualified in their entirety by reference to all of the provisions of the Indenture and the Notes and those terms made part of the Indenture by the Trust Indenture Act of 1939, as amended (the *Trust Indenture Act*). Because this is a summary, it may not contain all of the information that is important to you. You should read the Indenture in its entirety. The definitions of certain capitalized terms used in the following summary are set forth below under Certain Definitions. Unless otherwise indicated, references under this caption to Sections or Articles are references to sections and articles of the Indenture. Copies of the Indenture are available upon request from the Company.

General

In the exchange offers, we are offering to exchange up to \$150,000,000 in aggregate principal amount of our 2017 Exchange Notes for an equal principal amount of the 2017 Original Notes. Subject to the limitations described below under the covenant Limitation on Incurrence of Debt, the Company may issue additional notes (the *Additional Notes*) of either series under the Indenture having the same terms as such series of Notes

except that interest will accrue on any Additional Notes from their date of issuance. The Exchange Notes of a particular series, together with any Original Notes of such series that remain outstanding after the respective exchange offer and any Additional Notes of such series subsequently issued under the Indenture, will be treated as a single class for all purposes of the Indenture, including, without limitation, waivers, amendments, redemptions and offers to purchase.

Principal, Maturity and Interest

Interest on the 2017 Notes will be payable at 7.625% per annum. Interest on the Notes will be payable semi-annually in cash in arrears on January 15 and July 15, commencing on January 15, 2012. The Company will make each interest payment to the Holders of record of the Notes on the immediately preceding January 1 and July 1. Interest on the Notes will accrue from the most recent date to which interest has been paid or, if no interest has been paid, from and including the Issue Date. Interest will be computed on the basis of a 360-day year comprised of twelve 30-day months.

Principal of and premium, if any, and interest on the Notes will be payable, and the Notes will be exchangeable and transferable, at the office or agency of the Company maintained for such purposes, which, initially, will be the corporate trust office of the Trustee in New York, New York; *provided, however*, that payment of interest with respect to either series of Notes may be made at the option of the Company by check mailed to the Person entitled thereto as shown on the security register or in accordance with the procedures of The Depository Trust Company (*DTC*) for global book-entry Notes. The Notes will be issued only in fully registered form without coupons, in denominations of \$2,000 and any integral multiple of \$1,000 in excess thereof. No service charge will be made for any registration of transfer, exchange or redemption of the Notes, except in certain circumstances for any tax or other governmental charge that may be imposed in connection therewith.

Additional Interest may accrue and be payable under the circumstances set forth in the Indenture (as discussed below) in connection with the Company's failure to comply with certain obligations relating to the registration of the Notes. See *Exchange Offers*. References herein to *interest* shall be deemed to include any such Additional Interest.

Guarantees

The Notes and any and all amounts due under the Indenture will be guaranteed, on a full, joint and several basis, by the Guarantors pursuant to a guarantee (the *Note Guarantees*). On the Issue Date, each of our wholly owned domestic Subsidiaries that guarantees our obligations under the Credit Agreement will be Guarantors. None of our Foreign Subsidiaries will guarantee the Notes. The Note Guarantees will be senior obligations of each Guarantor and will rank equal with all existing and future senior Debt of such Guarantor and senior to all subordinated Debt of such Guarantor. The Note Guarantees are effectively subordinated to any secured Debt of such Guarantor to the extent of the assets securing such Debt.

The Indenture provides that the obligations of a Guarantor under its applicable Note Guarantee will be limited to the maximum amount as will result in the obligations of such Guarantor under the Note Guarantee not to be deemed to constitute a fraudulent conveyance or fraudulent transfer under federal or state law. By virtue of this limitation, a Guarantor's obligations under its Note Guarantees could be significantly less than amounts payable with respect to the Notes, or a Guarantor may have effectively no obligation under its Note Guarantees. See *Risk Factors* *Risk Factors Related to the Exchange Notes and Exchange Offers*.

On the Issue Date, all of our Subsidiaries will be *Restricted Subsidiaries*. However, under the circumstances described below under the subheading *Certain Covenants* *Limitation on Creation of Unrestricted Subsidiaries*, any of our Subsidiaries may be designated as *Unrestricted Subsidiaries*. *Unrestricted Subsidiaries* will not be subject to many of the restrictive covenants in the Indenture and will not

guarantee the Notes. Claims of creditors of non-guarantor Subsidiaries, including trade creditors, secured creditors and creditors holding Debt and guarantees issued by those Subsidiaries, and claims of preferred stockholders (if any) of those Subsidiaries generally will have priority with respect to the assets and earnings of those Subsidiaries over the claims of creditors of the Company, including Holders of the Notes.

The Note Guarantee of a Guarantor with respect to a series of Notes will terminate and be discharged and of no further force and effect and the applicable Guarantor will be automatically and unconditionally released from all of its obligations thereunder:

(1) concurrently with any direct or indirect sale or other disposition (including by way of consolidation, merger or otherwise) of the Guarantor or the sale or disposition (including by way of consolidation, merger or otherwise) of all or substantially all the assets of the Guarantor (other than to the Company or a Restricted Subsidiary) as permitted by the Indenture;

(2) upon the designation in accordance with the Indenture of the Guarantor as an Unrestricted Subsidiary;

(3) at any time that such Guarantor is released from all of its obligations (other than contingent indemnification obligations that may survive such release) under all of its Guarantees of all Debt of the Company under the Credit Facilities except a discharge by or as a result of payment under such Guarantee;

(4) upon the merger or consolidation of any Guarantor with and into the Company or a Guarantor that is the surviving Person in such merger or consolidation, or upon the liquidation of such Guarantor following or contemporaneously with the transfer of all of its assets to the Company or a Restricted Subsidiary, all in accordance with the provisions of the Indenture;

(5) upon the defeasance or discharge of the Notes of such series, as provided in the Indenture or upon satisfaction and discharge of the Indenture; or

(6) upon the prior consent of the Holders of all the Notes of such series then outstanding.

Not all of our Subsidiaries will guarantee the Notes. For the three months ended March 31, 2012, the non-Guarantor Subsidiaries experienced a net loss. The positive net income of the Company and its Restricted Subsidiaries was contributed by the Guarantor Subsidiaries and parent company.

Ranking

The Notes will be general unsecured obligations of the Company. As a result, the Notes will:

rank equally in right of payment with all existing and future senior Debt of the Company;

be effectively junior to all secured Debt of the Company to the extent of the value of the assets securing such Debt;

be effectively junior to all existing and future Debt and other liabilities, including trade payables, of the Company's non-Guarantor Subsidiaries (other than any Debt owed to the Company or any Restricted Subsidiary, if any), including the Company's Foreign Subsidiaries and any Unrestricted Subsidiaries; and

rank senior in right of payment to all of the Company's future Debt that is by its terms expressly subordinated to the Notes. Each Note Guarantee is and will be a general unsecured obligation of each Guarantor. As such, each Note Guarantee will:

rank equally in right of payment with all existing and future senior Debt of the Guarantors;

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rank senior in right of payment to all existing and future Debt of the Guarantors, if any, that are by their terms expressly subordinated to such Guarantor's Note Guarantee; and

be effectively subordinated to all secured Debt of such Guarantors, to the extent of the value of the Guarantors' assets securing such Debt.

Although the Indenture contains limitations on the amount of additional Debt that the Company and its Restricted Subsidiaries may incur, the amount of additional Debt could be substantial. In addition, we may borrow amounts under our revolving credit facility. See Certain Covenants Limitation on Incurrence of Debt.

In addition, substantially all of the operations of the Company are conducted through its Subsidiaries. The Company's Foreign Subsidiaries will not guarantee the Notes. Although the Indenture limits the Incurrence of Debt and Redeemable Capital Interests of Restricted Subsidiaries, the limitation is subject to a number of significant exceptions. Moreover, the Indenture does not impose any limitation on the incurrence by Restricted Subsidiaries of liabilities that are not considered Debt or Redeemable Capital Interests under the Indenture. See Certain Covenants Limitation on Incurrence of Debt.

Sinking Fund

There are no mandatory sinking fund payment obligations with respect to the Notes.

Optional Redemption

The Notes may be redeemed, in whole or in part, at any time and on one or more occasions prior to July 15, 2013, at the option of the Company upon not less than 30 (or such shorter period as is acceptable to the Trustee) nor more than 60 days' prior notice mailed by first-class mail to each Holder's registered address or sent in accordance with the procedures of DTC for global book-entry notes, at a Redemption Price equal to 100% of the principal amount of the Notes to be redeemed plus the Applicable Premium as of, and accrued and unpaid interest, if any, to, the applicable redemption date (subject to the right of holders of record on the relevant record date to receive interest due on the relevant interest payment date).

In addition, the Notes may be redeemed, in whole or in part, at any time and on one or more occasions on or after July 15, 2013, at the option of the Company upon not less than 30 (or such shorter period as is acceptable to the Trustee) nor more than 60 days' notice at the following Redemption Prices (expressed as percentages of the principal amount to be redeemed) set forth below, plus accrued and unpaid interest, if any, to, but not including, the redemption date (subject to the right of Holders of record on the relevant regular record date to receive interest due on an interest payment date that is on or prior to the redemption date), if redeemed during the 12-month period beginning on July 15 of the years indicated:

Year	Redemption Price
2013	105.719%
2014	103.813%
2015	101.906%
2016 and thereafter	100.000%

In addition to the optional redemption provisions of the Notes described in the two preceding paragraphs, prior to July 15, 2013, the Company may, with the net proceeds of one or more Qualified Equity Offerings, redeem up to 35% of the aggregate principal amount of the outstanding Notes (including Additional Notes) at a Redemption Price equal to 107.625% of the principal amount thereof, plus accrued and unpaid interest thereon, if any, to the date of redemption; *provided* that at least 65% of the aggregate principal amount of Notes originally issued under the Indenture (including Additional Notes) remains outstanding immediately after the occurrence of any such redemption (excluding Notes held by the Company or its Subsidiaries) and that any such redemption occurs within 120 days following the closing of any such Qualified Equity Offering.

If less than all of the Notes are to be redeemed, the Trustee will select the Notes or portions thereof to be redeemed by lot, *pro rata* or by any other method customarily authorized by the clearing systems (subject to DTC, Euroclear and/or Clearstream procedures, as applicable).

No Notes of \$2,000 or less shall be redeemed in part and no redemption shall result in a Holder holding a Note of less than \$2,000. Notices of redemption shall be sent to DTC, in the case of Notes issued in global book-entry form, or shall be mailed by first class mail, in the case of certificated Notes (and, to the extent permitted by applicable procedures or regulations, electronically) at least 30 days (or such shorter period as is acceptable to the Trustee) before the redemption date to each Holder of Notes to be redeemed at its registered address. If any Note is to be redeemed in part only, the notice of redemption that relates to that Note shall state the portion of the principal amount thereof to be redeemed. In the case of certificated Notes, a new Note in principal amount equal to the unredeemed portion of the original Note will be issued in the name of the Holder thereof upon cancellation of the original Note. Notes called for redemption become due on the date fixed for redemption. In the case of global Notes issued in book-entry form, the outstanding balance of any such global Note shall be adjusted by the Trustee to reflect such redemption. On and after the redemption date, interest ceases to accrue on Notes or portions of them called for redemption.

The Company may at any time, and from time to time, purchase Notes in the open market or otherwise, at different market prices, subject to compliance with applicable securities laws.

Repurchase at the Option of Holders

Change of Control

Upon the occurrence of a Change of Control, unless the Company has previously or concurrently mailed a redemption notice with respect to all the outstanding Notes as described above under the caption *Optional Redemption*, the Company will make a written offer to purchase all of the Notes pursuant to the offer described below (the *Change of Control Offer*) at a Change of Control Purchase Price in cash equal to 101% of the aggregate principal amount thereof plus, in each case, accrued and unpaid interest and Additional Interest, if any, to the date of purchase, subject to the right of Holders of record on the relevant record date to receive interest due on the relevant interest payment date. The Change of Control Offer will be sent by the Company, in the case of global book-entry Notes, through the facilities of DTC, and, in the case of certificated Notes, by first class mail, postage prepaid, to each Holder at his address appearing in the security register on the date of the Change of Control Offer, offering to purchase up to the aggregate principal amount of Notes set forth in such Change of Control Offer at the purchase price set forth in such Change of Control Offer (as determined pursuant to the Indenture). Unless otherwise required by applicable law, the Change of Control Offer shall specify an expiration date (the *Change of Control Expiration Date*) which shall be, subject to any contrary requirements of applicable law, not less than 30 days or more than 60 days after the date of mailing of such Change of Control Offer and a settlement date (the *Change of Control Payment Date*) for purchase of Notes within five business days after the Expiration Date. The Company shall notify the Trustee at least 15 days (or such shorter period as is acceptable to the Trustee), in the case of global book-entry Notes, prior to sending the Change of Control Offer through the facilities of DTC, and, in the case of certificated Notes, prior to the mailing of the Change of Control Offer of the Company's obligation to make a Change of Control Offer, and the Change of Control Offer shall be sent electronically or mailed by the Company or, at the Company's request, by the Trustee in the name and at the expense of the Company. The Change of Control Offer shall contain all instructions and materials necessary to enable such Holders to tender Notes pursuant to the Change of Control Offer. The Change of Control Offer shall also state:

- (a) the Section of the Indenture pursuant to which the Change of Control Offer is being made;
- (b) the Change of Control Expiration Date and the Change of Control Payment Date;
- (c) the aggregate principal amount of the outstanding Notes offered to be purchased pursuant to the Change of Control Offer (the *Change of Control Purchase Amount*);

- (d) the purchase price to be paid by the Company for Notes accepted for payment (as specified pursuant to the Indenture) (the *Change of Control Purchase Price*);
- (e) that the Holder may tender all or any portion of the Notes registered in the name of such Holder and that any portion of a Note tendered must be tendered in integral multiples of \$1,000 and that, after a tender in part, no Holder may hold a Note of less than \$2,000;
- (f) the place or places where Notes are to be surrendered for tender pursuant to the Change of Control Offer, if applicable;
- (g) that, unless the Company defaults in making such purchase, any Note accepted for purchase pursuant to the Change of Control Offer will cease to accrue interest on and after the Change of Control Purchase Date, but that any Note not tendered or tendered but not purchased by the Company pursuant to the Change of Control Offer will continue to accrue interest at the same rate;
- (h) that, on the Change of Control Purchase Date, the Change of Control Purchase Price will become due and payable upon each Note accepted for payment pursuant to the Change of Control Offer;
- (i) that each Holder electing to tender a Note pursuant to the Change of Control Offer will be required to surrender such Note or cause such Note to be surrendered at the place or places set forth in the Change of Control Offer prior to the close of business on the Change of Control Expiration Date (such Note being, if the Company or the Trustee so requires, duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Company and the Trustee duly executed by, the Holder thereof or his attorney duly authorized in writing);
- (j) that Holders will be entitled to withdraw all or any portion of Notes tendered if the Company (or its paying agent) receives, not later than the close of business on the Change of Control Expiration Date, a facsimile transmission or letter setting forth the name of the Holder, the aggregate principal amount of the Notes the Holder tendered, the certificate numbers of the Notes the Holder tendered and a statement that such Holder is withdrawing all or a stated portion of his tender;
- (k) that (i) if Notes having an aggregate principal amount less than or equal to the Change of Control Purchase Amount are duly tendered and not withdrawn pursuant to the Change of Control Offer, the Company shall purchase all such Notes and (ii) if Notes having an aggregate principal amount in excess of the Change of Control Purchase Amount are tendered and not withdrawn pursuant to the Change of Control Offer, the Company shall purchase Notes having an aggregate principal amount equal to the Change of Control Purchase Amount on a *pro rata* basis (with such adjustments as may be deemed appropriate so that only Notes in denominations of \$2,000 principal amount or integral multiples of \$1,000 in excess thereof shall be purchased); and
- (l) if applicable, that, in the case of any Holder whose Note is purchased only in part, the Company shall execute, and the Trustee shall authenticate and deliver to the Holder of such Note without service charge, a new Note or Notes, of any authorized denomination as requested by such Holder, in the aggregate principal amount equal to and in exchange for the unpurchased portion of the aggregate principal amount of the Notes so tendered.

A Change of Control Offer shall be deemed to have been made by the Company if (i) within 60 days following the date of the consummation of a transaction or series of transactions that constitutes a Change of Control, the Company commences a Change of Control Offer for all outstanding Notes at the Change of Control Purchase Price (*provided* that the running of such 60-day period shall be suspended during any period when the commencement of such Change of Control Offer is delayed or suspended by reason of any court's or governmental authority's review of or ruling on any materials being employed by the Company to effect such Change of Control Offer, so long as the Company has used and continues to use its commercially reasonable efforts to make and conclude such Change of Control Offer promptly) and (ii) all Notes properly tendered pursuant to the Change of Control Offer are purchased on the terms of such Change of Control Offer.

In addition, a Change of Control Offer may be made in advance of a Change of Control, conditional upon such Change of Control, if a definitive agreement is in place for the Change of Control at the time of launching the Change of Control Offer.

The phrase "all or substantially all," as used in the definition of "Change of Control," has not been interpreted under New York law (which is the governing law of the Indenture) to represent a specific quantitative test. As a consequence, in the event the Holders elected to exercise their rights under the Indenture and the Company elects to contest such election, there could be no assurance how a court interpreting New York law would interpret such phrase. As a result, it may be unclear as to whether a Change of Control has occurred and whether a Holder of Notes may require the Company to make a Change of Control Offer with respect to the Notes as described above.

The provisions of the Indenture may not afford Holders protection in the event of a highly leveraged transaction, reorganization, restructuring, merger or similar transaction affecting the Company that may adversely affect Holders, if such transaction is not the type of transaction included within the definition of Change of Control. A transaction involving the management of the Company or its Affiliates, or a transaction involving a recapitalization of the Company, will result in a Change of Control only if it is the type of transaction specified in such definition. The definition of Change of Control may be amended or modified with the written consent of the Holders of a majority in aggregate principal amount of outstanding Notes. See "Amendment, Supplement and Waiver."

The Company will comply with the requirements of Rule 14e-1 under the Exchange Act and any other laws and regulations thereunder to the extent such laws or regulations are applicable in connection with the repurchase of Notes pursuant to a Change of Control Offer. To the extent that the provisions of any such laws or regulations conflict with the provisions of the Indenture, the Company will comply with the applicable laws and regulations and shall not be deemed to have breached its obligations described in the Indenture by virtue thereof.

The Company will not be required to make a Change of Control Offer upon a Change of Control if (i) a third party makes such Change of Control Offer contemporaneously with or upon a Change of Control in the manner, at the times and otherwise in compliance with the requirements of the Indenture and purchases all Notes validly tendered and not withdrawn under such Change of Control Offer or (ii) a notice of redemption has been given pursuant to the Indenture as described above under the caption "Optional Redemption."

The Company's ability to pay cash to the Holders of Notes upon a Change of Control may be limited by the Company's then existing financial resources. There can be no assurance that sufficient funds will be available when necessary to make the required purchase of the Notes. Further, under the Credit Agreement, certain changes in ownership of the Company constitute a default (which default may occur prior to such changes in ownership constituting a Change of Control under the terms of the Indenture). Future agreements of the Company with respect to other Debt may contain similar provisions or provisions prohibiting or restricting the actions that constitute a Change of Control. If the exercise by the Holders of Notes of their right to require the Company to repurchase the Notes upon a Change of Control occurred at the same time as an event under one or more of the Company's other Debt agreements that caused an acceleration of such Debt, the Company's ability to pay cash to the Holders of Notes upon a repurchase may be further limited by the Company's then existing financial resources. See "Risk Factors - Risks Related to the Exchange Notes and Exchange Offers."

Even if sufficient funds were otherwise available, the terms of the Credit Agreement prohibit the Company's prepayment of Notes before their scheduled maturity unless the Company is in *pro forma* compliance with the financial covenants contained in the Credit Agreement and no event of default exists thereunder. Consequently, if the Company is not able to satisfy such conditions or obtain requisite consents, the Company will be unable to fulfill its repurchase obligations, resulting in a Default under the Indenture. Future agreements of the Company with respect to other Debt may contain similar provisions or provisions prohibiting prepayment of the Notes.

Asset Sales

The Company will not, and will not permit any of its Restricted Subsidiaries to, consummate, directly or indirectly, an Asset Sale, unless:

- (a) the Company or such Restricted Subsidiary, as the case may be, receives consideration at the time of such Asset Sale at least equal to the Fair Market Value of the assets sold or otherwise disposed of; and
- (b) except in the case of a Permitted Asset Swap, at least 75% of the consideration therefor received by the Company or such Restricted Subsidiary, as the case may be, is in the form of cash or Eligible Cash Equivalents; *provided* that the amount of
 - (1) any liabilities (as reflected in the Company's or such Restricted Subsidiary's most recent balance sheet or in the footnotes thereto, or if Incurred or accrued subsequent to the date of such balance sheet, such liabilities that would have been shown on the Company's or such Restricted Subsidiary's balance sheet or in the footnotes thereto if such Incurrence or accrual had taken place on the date of such balance sheet, as determined by the Company) of the Company or such Restricted Subsidiary, other than liabilities that are by their terms subordinated to the Notes, that are assumed by the transferee of any such assets and for which the Company and all of its Restricted Subsidiaries have been validly released by all creditors in writing,
 - (2) any securities, notes or other obligations or assets received by the Company or such Restricted Subsidiary from such transferee that are converted by the Company or such Restricted Subsidiary into cash (to the extent of the cash received) within 720 days following the closing of such Asset Sale, and
 - (3) any Designated Non-Cash Consideration received by the Company or such Restricted Subsidiary in such Asset Sale having an aggregate Fair Market Value, taken together with all other Designated Non-Cash Consideration received pursuant to this clause (3) that is at that time outstanding, not to exceed 10% of the Total Assets of the Company and its Subsidiaries at the time of the receipt of such Designated Non-Cash Consideration, with the Fair Market Value of each item of Designated Non-Cash Consideration being measured at the time received and without giving effect to subsequent changes in value,shall be deemed to be cash for purposes of this provision and for no other purpose.

Within twelve months after the receipt of any Net Proceeds of any Asset Sale, the Company or such Restricted Subsidiary, at its option, may apply the Net Proceeds from such Asset Sale,

- (a) to permanently reduce:
 - (1) obligations under the Credit Facility, or under any other senior Debt which is secured Debt permitted by the Indenture (and, to the extent the obligations being reduced constitute revolving credit obligations, to correspondingly reduce commitments with respect thereto); or
 - (2) Debt of a Restricted Subsidiary that is not a Guarantor, other than Debt owed to the Company or another Restricted Subsidiary (or any affiliate thereof); or
- (b) to make an Asset Sale Offer to all Holders of the Notes in accordance with the procedures set forth in the Indenture; or
- (c)

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to acquire all or substantially all of the assets of a Similar Business, or a majority of the Voting Stock of another person that thereupon becomes a Restricted Subsidiary engaged in a Similar Business, or to make capital expenditures or otherwise acquire or improve assets that are being used or are to be used in a Similar Business, *provided* that, in the case of this clause (c), a binding commitment (which may be subject to customary conditions) entered into within twelve months after receipt of such Net Proceeds shall be treated as a permitted application of the Net Proceeds from the date of such

commitment so long as the Company, or such other Restricted Subsidiary enters into such commitment with the good faith expectation that such Net Proceeds will be applied to satisfy such commitment within six months after the end of such twelve month period (an *Acceptable Commitment*).

Any Net Proceeds from Asset Sales that are not invested or applied as provided and within the time period described in the first sentence of the immediately preceding paragraph will be deemed to constitute *Excess Proceeds*. When the aggregate amount of Excess Proceeds exceeds \$50 million, the Company shall make an offer to all Holders of the Notes, and, if required (or, at the Company's election, if permitted) by the terms of any senior Debt, to the holders of any such senior Debt (an *Asset Sale Offer*), to purchase the maximum aggregate principal amount of the Notes and such senior Debt that is a minimum of \$2,000 or an integral multiple of \$1,000 in excess thereof that may be purchased out of the Excess Proceeds at an offer price in cash in an amount equal to 100% of the principal amount thereof, plus accrued and unpaid interest and Additional Interest, if any, to the date fixed for the closing of such offer, in accordance with the procedures set forth in the Indenture. The Company will commence an Asset Sale Offer with respect to Excess Proceeds within 30 days after the date that Excess Proceeds exceed \$50 million by mailing the notice required pursuant to the terms of the Indenture, with a copy to the Trustee.

To the extent that the aggregate amount of Notes and any other senior Debt tendered pursuant to an Asset Sale Offer is less than the Excess Proceeds, the Company may use any remaining Excess Proceeds for general corporate purposes, subject to other covenants contained in the Indenture. If the aggregate principal amount of Notes or the senior Debt surrendered by such holders thereof exceeds the amount of Excess Proceeds, the Trustee shall select the Notes and the agent for such other senior Debt, as applicable, shall select such other senior Debt to be purchased by lot, *pro rata* or by any other method customarily authorized by clearing systems (so long as an authorized denomination results therefrom) based on the accreted value or principal amount of the Notes or such other senior Debt tendered. Upon completion of any such Asset Sale Offer, the amount of Excess Proceeds shall be reset at zero. Additionally, the Company may, at its option, make an Asset Sale Offer using proceeds from any Asset Sale at any time after consummation of such Asset Sale; *provided* that such Asset Sale Offer shall be in an aggregate amount of not less than \$50 million. Upon consummation of such Asset Sale Offer, any Net Proceeds not required to be used to purchase Notes or such other senior Debt shall not be deemed Excess Proceeds.

Pending the final application of any Net Proceeds pursuant to this covenant, the holder of such Net Proceeds may apply such Net Proceeds temporarily to reduce Debt outstanding under a revolving credit facility or otherwise invest such Net Proceeds in any manner not prohibited by the Indenture.

The Company will comply with the requirements of Rule 14e-1 under the Exchange Act and any other laws and regulations thereunder to the extent such laws or regulations are applicable in connection with the repurchase of the Notes pursuant to an Asset Sale Offer. To the extent that the provisions of any such laws or regulations conflict with the provisions of the Indenture, the Company will comply with the applicable laws and regulations and shall not be deemed to have breached its obligations described in the Indenture by virtue thereof.

Certain Covenants

Set forth below are summaries of certain covenants contained in the Indenture. If on any date following the Reference Date (i) the Notes have Investment Grade Ratings from both of the Rating Agencies, and (ii) no Default has occurred and is continuing under the Indenture (the occurrence of the events described in the foregoing clauses (i) and (ii) being collectively referred to as a *Covenant Termination Event*), the Company and its Restricted Subsidiaries will no longer be subject to the following covenants (collectively, the *Terminated Covenants*):

- (1) Limitation on Incurrence of Debt ;
- (2) Limitation on Restricted Payments ;

- (3) Limitation on Dividend and Other Payment Restrictions Affecting Restricted Subsidiaries ;
- (4) Transactions with Affiliates ; and
- (5) Repurchase at the Option of Holders Asset Sales.

There can be no assurance that the Notes will ever achieve or maintain Investment Grade Ratings.

Limitation on Incurrence of Debt

The Company will not, and will not permit any of its Restricted Subsidiaries to, Incur any Debt (including Acquired Debt); *provided* that the Company and any Restricted Subsidiary may Incur Debt (including Acquired Debt) if, immediately after giving effect to the Incurrence of such Debt and the receipt and application of the proceeds therefrom, (a) the Consolidated Fixed Charge Coverage Ratio of the Company and its Restricted Subsidiaries, determined on a *pro forma* basis as if any such Debt (including any other Debt being Incurred contemporaneously), and any other Debt Incurred since the beginning of the Four Quarter Period had been Incurred and the proceeds thereof had been applied at the beginning of the Four Quarter Period, and any other Debt repaid since the beginning of the Four Quarter Period had been repaid at the beginning of the Four Quarter Period, would be greater than 2.0 to 1.0 and (b) no Default or Event of Default shall have occurred and be continuing at the time or as a consequence of the Incurrence of such Debt.

If, during the Four Quarter Period or subsequent thereto and prior to the date of determination, the Company or any of its Restricted Subsidiaries shall have engaged in any Asset Sale or Asset Acquisition, Investments, mergers, consolidations, discontinued operations (as determined in accordance with GAAP) or shall have designated any Restricted Subsidiary to be an Unrestricted Subsidiary or any Unrestricted Subsidiary to be a Restricted Subsidiary, Consolidated Cash Flow Available for Fixed Charges and Consolidated Interest Expense for the Four Quarter Period shall be calculated on a *pro forma* basis giving effect to such Asset Sale or Asset Acquisition, Investments, mergers, consolidations, discontinued operations or designation, as the case may be, and the application of any proceeds therefrom as if such Asset Sale or Asset Acquisition or designation had occurred on the first day of the Four Quarter Period.

If the Debt which is the subject of a determination under this provision is Acquired Debt, or Debt Incurred in connection with the simultaneous acquisition of any Person, business, property or assets, or Debt of an Unrestricted Subsidiary being designated as a Restricted Subsidiary, then such ratio shall be determined by giving effect (on a *pro forma* basis, as if the transaction had occurred at the beginning of the Four Quarter Period) to (x) the Incurrence of such Acquired Debt or such other Debt by the Company or any of its Restricted Subsidiaries and (y) the inclusion, in Consolidated Cash Flow Available for Fixed Charges, of the Consolidated Cash Flow Available for Fixed Charges of the acquired Person, business, property or assets or redesignated Subsidiary.

Notwithstanding the provisions of the Indenture described in the first paragraph of this Limitation on Incurrence of Debt covenant, the Company and its Restricted Subsidiaries may Incur Permitted Debt.

For purposes of determining any particular amount of Debt under this Limitation on Incurrence of Debt covenant, (x) Debt Incurred under the Credit Agreement on the Reference Date shall at all times be treated as Incurred pursuant to clause (i) of the definition of Permitted Debt, and (y) Guarantees or obligations with respect to letters of credit supporting Debt otherwise included in the determination of such particular amount shall not be included. For purposes of determining compliance with this Limitation on Incurrence of Debt covenant, in the event that an item of Debt meets the criteria of more than one of the types of Debt described above, including categories of Permitted Debt and under part (a) in the first paragraph of this Limitation on Incurrence of Debt covenant, the Company, in its sole discretion, may classify, and from time to time may reclassify, all or any portion of such item of Debt in any manner such that the item of Debt would be permitted to be incurred at the time of such classification or reclassification, as applicable.

For purposes of determining compliance with any U.S. dollar-denominated restriction on the incurrence of Debt, the U.S. dollar-equivalent principal amount of Debt denominated in a foreign currency shall be utilized, calculated based on the relevant currency exchange rate in effect on the date such Debt was incurred. Notwithstanding any other provision of this covenant, the maximum amount of Debt that the Company or any Restricted Subsidiary may incur pursuant to this covenant shall not be deemed to be exceeded solely as a result of fluctuations in exchange rates or currency values.

The Company and any Restricted Subsidiary will not Incur any Debt that pursuant to its terms is subordinate or junior in right of payment to any other Debt unless such Debt is subordinated in right of payment to the Notes and the Note Guarantees to the same extent; *provided* that Debt will not be considered subordinate or junior in right of payment to any other Debt solely by virtue of being unsecured or secured to a greater or lesser extent or with greater or lower priority or by virtue of structural subordination.

Limitation on Restricted Payments

The Company will not, and will not permit any of its Restricted Subsidiaries to, directly or indirectly, make any Restricted Payment unless, at the time of and after giving effect to the proposed Restricted Payment:

- (a) no Default or Event of Default shall have occurred and be continuing or will occur as a consequence thereof;
- (b) after giving effect to such Restricted Payment on a *pro forma* basis, the Company would be permitted to Incur at least \$1.00 of additional Debt (other than Permitted Debt) pursuant to the provisions described in the first paragraph under the Limitation on Incurrence of Debt covenant; and
- (c) after giving effect to such Restricted Payment on a *pro forma* basis, the aggregate amount expended or declared for all Restricted Payments made on or after the Reference Date (excluding Restricted Payments permitted by clauses (ii), (iii), (iv), (v), (vi) (vii), (viii), (x), (xi), (xii) and (xvi) of the next succeeding paragraph) shall not exceed the sum (without duplication) of
 - (1) 50% of the Consolidated Net Income (or, if Consolidated Net Income shall be a deficit, minus 100% of such deficit) of the Company accrued on a cumulative basis during the period (taken as one accounting period) beginning on January 1, 2010 and ending on the last day of the fiscal quarter immediately preceding the date of such proposed Restricted Payment, *plus*
 - (2) 100% of the aggregate net proceeds (including the Fair Market Value of property other than cash) received by the Company subsequent to the Reference Date either (i) as a contribution to its common equity capital or (ii) from the issuance and sale (other than to a Subsidiary) of its Qualified Capital Interests, including Qualified Capital Interests issued upon the conversion of Debt or Redeemable Capital Interests of the Company, and from the exercise of options, warrants or other rights to purchase such Qualified Capital Interests (other than, in each case, Capital Interests or Debt sold to a Subsidiary of the Company), *plus*
 - (3) 100% of the net reduction in Investments (other than Permitted Investments), subsequent to the Reference Date, in any Person, resulting from payments of interest on Debt, dividends, repayments of loans or advances, or any sale or disposition of such Investments (but only to the extent such items are not included in the calculation of Consolidated Net Income), in each case to the Company or any Restricted Subsidiary from any Person, not to exceed, in the case of any Person, the amount of Investments made after the Reference Date by the Company and its Restricted Subsidiaries in such Person, *plus*
 - (4) an amount equal to the sum, for all Unrestricted Subsidiaries, of the following:
 - (x) the cash return, after the Reference Date, on Investments in an Unrestricted Subsidiary made after the Reference Date as a result of dividends, distributions, cancellation of indebtedness for borrowed money owed by the Company or any

Restricted Subsidiary to an Unrestricted

Subsidiary, interest payments, return of capital, repayments of Investments or other transfers of assets to the Company or any Restricted Subsidiary from any Unrestricted Subsidiary, any sale for cash, repayment, redemption, liquidating distribution or other cash realization (not included in Consolidated Net Income), plus

- (y) the portion (proportionate to the Company's equity interest in such Subsidiary) of the Fair Market Value of the assets less liabilities of an Unrestricted Subsidiary at the time such Unrestricted Subsidiary is designated a Restricted Subsidiary,

not to exceed, in the case of any Unrestricted Subsidiary, the amount of Investments made after the Reference Date by the Company and its Restricted Subsidiaries in such Unrestricted Subsidiary.

Notwithstanding the foregoing provisions, the Company and its Restricted Subsidiaries may take the following actions, *provided* that, in the case of clauses (iv) and (x), immediately after giving effect to such action, no Default or Event of Default has occurred and is continuing:

- (i) the payment of any dividend on Capital Interests in the Company or a Restricted Subsidiary within 60 days after declaration thereof if at the declaration date such payment was permitted by the foregoing provisions of this covenant;
- (ii) the purchase, repurchase, redemption, defeasance or other acquisition or retirement of any Qualified Capital Interests of the Company by conversion into, or by or in exchange for, Qualified Capital Interests, or out of net cash proceeds of the substantially concurrent sale (other than to a Restricted Subsidiary of the Company) of other Qualified Capital Interests of the Company;
- (iii) the redemption, defeasance, repurchase or acquisition or retirement for value of any Debt of the Company or a Guarantor that is subordinate in right of payment to the Notes or the applicable Note Guarantee out of the net cash proceeds of a substantially concurrent issue and sale (other than to a Subsidiary of the Company) of (x) new subordinated Debt of the Company or such Guarantor, as the case may be, Incurred in accordance with the Indenture or (y) Qualified Capital Interests of the Company;
- (iv) the purchase, redemption, retirement or other acquisition for value of Capital Interests in the Company held by employees or former employees of the Company or any Restricted Subsidiary (or their estates or beneficiaries under their estates) upon death, disability, retirement or termination of employment or alteration of employment status or pursuant to the terms of any agreement under which such Capital Interests were issued; *provided* that the aggregate cash consideration paid for such purchase, redemption, retirement or other acquisition of such Capital Interests does not exceed \$40 million in any calendar year; *provided, however*, that such amount in any calendar year may be increased by an amount not to exceed (A) the cash proceeds received by the Company or any of its Restricted Subsidiaries from the sale of Qualified Capital Interests of the Company to employees of the Company and its Restricted Subsidiaries that occurs after the Reference Date; *provided, however*, that the amount of such cash proceeds utilized for any such repurchase, retirement, other acquisition or dividend will not increase the amount available for Restricted Payments under clause (c) of the first paragraph of this covenant; *plus* (B) the cash proceeds of key man life insurance policies received by the Company and its Restricted Subsidiaries after the Reference Date (*provided, however*, that the Company may elect to apply all or any portion of the aggregate increase contemplated by the proviso of this clause (iv) in any calendar year and, to the extent any payment described under this clause (iv) is made by delivery of Debt and not in cash, such payment shall be deemed to occur only when, and to the extent, the obligor on such Debt makes payments with respect to such Debt);
- (v) the repurchase of Capital Interests deemed to occur upon the exercise of stock options, warrants or other