




☒ **ACH Only**

Fax completed application & documents to (888) 746-5741

Application Checklist
ISO RTO Pro Software Affordable Solutions
ACH Only
SECTIONS TO COMPLETE
Sections 1-6 and 8-10 , and 12
SIGNATURES/INITIALS NEEDED 
Section 2 – Authorized Signature <i>for each Principal</i>
Section 5 – Initial <i>Proof of Authorization</i>
Section 6 – Initial <i>ACH Return Rates</i>
Section 10 – Authorized Signature <i>Client Agreement</i>
Section 12 – Authorized Signature <i>Terms and Conditions</i>
DUE DILIGENCE DOCUMENTS
Voided Checks or Bank Letters <i>for each account listed in Section 9</i>
Drivers License or Passport <i>for each Signer/Principal</i>
Current/Recent Utility Bill
Business License, Articles of Incorporation/Organization, or Operating Agreement
3 months of recent Business Bank Statements <i>for account listed in Section 9</i>
Sample Authorization <i>for each SEC Code requested</i>


NOTES FOR UNDERWRITING:

SECTION 1: Business Information

LEGAL BUSINESS NAME										DBA NAME (if different)																			
FEDERAL TAX ID										MERCHANT ID										NAICS CODE									
		-																											
BUSINESS ADDRESS																													
CITY										STATE			ZIP			DATE ESTABLISHED				STATE OF ORGANIZATION									
BUSINESS PHONE #										CUSTOMER SERVICE PHONE #										WEBSITE URL									
TYPE OF BUSINESS										DETAILED EXPLANATION OF WHAT PAYMENTS WILL BE FOR																			
TYPE OF OWNERSHIP: <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> LLC <input type="checkbox"/> Corporation <input type="checkbox"/> Government <input type="checkbox"/> Non-Profit <input type="checkbox"/> Other _____																													
Has the Company, any officer or principal been the subject of an administrative hearing, investigation or law enforcement action by any Department or Agency of the Federal, State or local Government during the past ten (10) years? <input type="checkbox"/> Yes <input type="checkbox"/> No If YES, please explain: _____																													

SECTION 2: Principal/Ownership Information

A minimum of 51% ownership must be accounted for below. Please start with the largest shareholder. Attach additional pages as needed.

	PRINCIPAL/OWNER #1	PRINCIPAL/OWNER #2
NAME		
TITLE		
% OF OWNERSHIP		
HOME ADDRESS		
CITY, STATE, ZIP		
PHONE NUMBER		
DATE OF BIRTH		
SOCIAL SECURITY NUMBER		
I understand that a consumer report may be requested that will include my information in connection with my application for underwriting. I hereby authorize, without reservation, any agency, institution, information service bureau, reference or insurance company contacted by the Processor or its agent to furnish the information described above. I agree to immediately notify iCheckGateway of any change in ownership or control of the applicant during the term of this agreement.		
AUTHORIZED SIGNATURE 		

SECTION 3: Merchant Contact Information

This person will be listed as the Contact Person/Account Admin

MERCHANT CONTACT NAME	TITLE
CONTACT PHONE #	EMAIL ADDRESS

SECTION 4: ACH / C21 (ICL) Processing Volumes

ACH DEBITS		ACH CREDITS	
MONTHLY # ACH DEBIT TRANSACTIONS	#	WILL YOU BE PROCESSING ACH CREDITS? <input type="checkbox"/> Yes <input type="checkbox"/> No	
MONTHLY \$ AMOUNT ACH DEBIT TRANSACTIONS	\$	MONTHLY # ACH CREDITS	#
MAX DAILY VOLUME	\$	MONTHLY \$ AMOUNT ACH CREDITS	\$
MAX TRANSACTION AMOUNT	\$	C21 (ICL)	WILL YOU BE PROCESSING C21? Yes <input type="checkbox"/> No <input type="checkbox"/>
AVERAGE TRANSACTION AMOUNT	\$		# ITEMS / MONTH
MONTHLY # RETURNS	#	MONTHLY \$ TOTAL (AVERAGE)	
MONTHLY \$ AMOUNT RETURNS	\$	LARGEST SINGLE ITEM \$ AMT	

SECTION 5: ACH Processing Services**ACH DESCRIPTOR** (to appear on Customer's Bank Statement – 16 characters max, including spaces)

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

SEC CODES – How are you obtaining authorization for your transactions? Select all that apply:

☐ **WEB:** Consumer gives Merchant authorization to debit their bank account via Internet

☐ **PPD:** Consumer gives merchant written authorization to debit/credit their bank account

☐ **TEL:** Consumer calls Merchant or Merchant calls existing customer, and customer provides payment authorization for a debit/credit to their bank account

☐ **CCD:** Corporate customer has an agreement with the Merchant which authorizes the Merchant to debit/credit the corporate business account

NOTE: Each transaction type must comply with specific ACH Rules as defined by NACHA. Prior to submitting transactions, please become familiar with the rules and authorization requirements for the transaction types you will be processing.

AUTHORIZATION

For PPD transactions, will you be using an Authorization template provided by iCheckGateway? ☐ Yes ☐ No

If NO, a copy of the authorization form used must be submitted with this form. If Merchant is creating the authorization form, it must include the following items:

- Consumer information (Name, address, phone number)
- Schedule of payment (start date and end date)
- Amount per payment
- Recurring schedule (date or days of deduction)
- Consumer bank information (Name, address, phone number, routing number, account number)
- Payment authorization clause

For TEL transactions, indicate which of the following methods are employed to verify permission from the Customer:


☐ An email confirmation is sent to the Customer prior to the effective date of the debit.

☐ The verbal authorization is recorded and stored.

☐ A written notification or agreement is mailed to the Customer.

**NOTE: Recurring TEL transactions require both recorded and written notice.*

PROOF OF AUTHORIZATION: According to NACHA regulations, the Merchant is required to have and retain evidence that the Customer authorized the payment. This proof of authorization can be in the form of a written agreement signed by the Customer, a voice recording verifying a verbal authorization for a TEL transaction, an email confirmation sent to the Customer prior to the effective date of the debit, or a digital copy of the payment details supplied by the customer over the Internet indicating authorization when the transaction is initiated online for WEB transactions. All proof of authorizations must be maintained for a period of two years from the date of the transaction. You must be able to provide proof of authorization upon request within 7 business days.

 **APPLICANT INITIALS** _____

PROOF OF AUTHORIZATION REQUESTS CONTACT NAME	AUTHORIZATION CONTACT EMAIL ADDRESS

SECTION 6: ACH Return Rates *(not required if accepting Credit Cards only)***UNAUTHORIZED ENTRIES – MAXIMUM 0.5% RETURN RATE**

R05	Unauthorized Debit to Consumer Account Using Corporate SEC Code
R07	Authorization Revoked by Customer
R10	Customer Advises Entry is Unauthorized, Improper, Ineligible, Part of an Incomplete Transaction or Improperly Reinitiated
R29	Corporate Customer Advises Not Authorized
R51	Item Related to RCK Entry is Ineligible or RCK Entry is Improper

ADMINISTRATIVE RETURNS – MAXIMUM 3.0% RETURN RATE

R02	Account Closed
R03	No Account/Unable to Locate Account
R04	Invalid Account Number

OVERALL RETURNS – MAXIMUM 15.0% RETURN RATE

The Merchant warrants and accepts the above NACHA return rate limits. If same are exceeded, the merchant agrees that the Merchant's account may be closed at any time.

**APPLICANT INITIALS** _____**SECTION 7: Credit Card Processing** - *Not Applicable to RTO Pro Merchants*

MONTHLY CREDIT CARD VOLUME	\$
AVERAGE SALE AMOUNT	\$
CARD TYPES	<input type="checkbox"/> VISA <input type="checkbox"/> MASTERCARD <input type="checkbox"/> DISCOVER <input type="checkbox"/> AMEX
INDUSTRY TYPE	<input type="checkbox"/> MOTO <input type="checkbox"/> RETAIL <input type="checkbox"/> INTERNET/E-COMMERCE
CREDIT CARD FUNDING TIME	<input type="checkbox"/> STANDARD <input type="checkbox"/> NEXT DAY

The Merchant agrees to ensure compliance with Cardholder data security and storage requirements as outlined by PCI Compliance Regulations.

**APPLICANT INITIALS** _____**SECTION 8: Fee Schedule**

ACH PROCESSING FEES			
ACH DEBIT ORIGINATION	\$ 0.25		
ACH CREDIT ORIGINATION	\$ 0.25		
DISCOUNT FEE	%	MONTHLY FEES	
RETURN FEE	\$ 1.95	MONTHLY FEE	\$ 10.00
NOTIFICATION OF CHANGE	\$ 1.95	IVR (per minute)	\$
VERIFICATION FEE	\$ 0.29	OTHER (specify)	\$
DECLINED CHECK FEE	\$ 0.95	ONE-TIME FEES	
REVOKED FEE (each)	\$ 30.00	SETUP FEE	\$ 10.00
C21 TRANSACTION FEE	\$ 0.25	QUICKBOOKS PLUGIN	\$ 50.00
C21 DISCOUNT FEE	%	QUICKBOOKS ONLINE	\$ 50.00
C21 RETURN FEE	\$ 1.95	OTHER (specify)	\$
ROLLING ___ DAY RESERVE		OTHER (specify)	\$
RULES VIOLATION (each)	\$ 250.00	OTHER (specify)	\$

SECTION 9: Merchant Bank Account Information**SETTLEMENT ACCOUNT**

*This account will be debited for credit transactions/late returns and credited for debit transactions.
Please ensure ACH Debits are enabled for this account.
Be sure you attach a corresponding voided check or bank letter for this account.*

ROUTING NUMBER – 9 digits

--	--	--	--	--	--	--	--	--

ACCOUNT NUMBER

BILLING ACCOUNT

*This account will be automatically debited for iCheckGateway fees and services.
Be sure you attach a corresponding voided check or bank letter for this account.*

ROUTING NUMBER – 9 digits

--	--	--	--	--	--	--	--	--

ACCOUNT NUMBER

SECTION 10: Client Agreement

As a duly authorized representative of company stated above, I agree to be bound by the attached Terms and Conditions, and I authorize the account above, or any account substituted in the future for the account above to be debited or credited by Agency or its Processor according to the applicable provisions of the attached Terms and Conditions. Final transaction pricing is contingent upon credit review. I agree to not accept any direct payments for items sent to Agency for collection, and I agree to pay any fees or charges resulting from such action. I understand that Agency may utilize outside counsel to collect monies owed. This contract shall be binding between Company and Processor only when approved by an authorized representative of Processor. I agree to personally indemnify any obligation arising as a result of this contract. I agree that my account may be reviewed at least annually.

MERCHANT**PROCESSOR: JRE Virtual Architect LLC; dba iCheckGateway.com****AUTHORIZED SIGNATURE**

AUTHORIZED SIGNATURE

PRINT NAME

PRINT NAME

TITLE

TITLE

DATE

DATE

SECTION 11: Payment Portal/ICG Invoicing Request - *Not Applicable to RTO Pro Merchants***PAYMENT PORTAL**

A Payment Portal is a link that the merchant can add to a Pay Now type button on their website that will allow customers who go to the website to pay online.

☐ Generic Payment Portal☐ Custom Payment Portal**ICG INVOICING**

The invoicing system is accessed through the Online Terminal. The merchant can log into the Online Terminal, create invoices and email them to the customers. The email contains a link which will allow the customer to make a payment online.

☐ ICG Invoicing

MERCHANT WEBSITE URL

PERSON TO CONTACT TO DISCUSS CUSTOMIZATION REQUIREMENTS FOR PAYMENT PORTAL

NAME

PHONE NUMBER

NOTES

SECTION 12: Terms and Conditions

AUTHORIZATION - As a duly authorized representative for the Company named above, I authorize the account above to be debited and/or credited by PROCESSOR according to the ACH Agreement Terms and Conditions. I further authorize PROCESSOR to process electronic funds transfers as a Third Party Processor through the account listed above. This authorization is also applicable for any new account information to PROCESSOR at least 10 days prior to closing or changing the above account.

CONSUMER CREDIT INQUIRIES - Credit reports may be made in connection with this application and, if the application is approved, may be later ordered for the continued credit monitoring of this account. Applicant(s) authorize PROCESSOR or its agents to investigate information provided from the Company, or any of the above principals in accordance herewith.

AUTOMATED CLEARING HOUSE PROCESSING - PROCESSOR and Client have contracted for PROCESSOR to provide Automated Clearing House ("ACH") services as a third party processor of ACH transactions. These transactions will settle to a financial institution used by PROCESSOR who will be acting as the Originating Depository Financial Institution ("ODFI"). PROCESSOR will debit funds ("Debit Entry") for the purpose of collecting Automatic Payments from the accounts of the Client's customers ("Receivers") and/or credit funds ("Credit Entry") for the purpose of paying the Client in accordance with the terms of this agreement, the Operating Rules ("Rules") of the National Automated Clearing House Association ("NACHA"), the Uniform Commercial Code (UCC) and UCC Section 4A for CCD entries, and applicable Federal regulations ("Regulations") governing ACH transactions and the laws of the United States. The terms and conditions of this Agreement do not limit Client's obligation to comply with the Rules. "Entry" or "Entries" shall mean either a Credit Entry or a Debit Entry. Uniform Commercial Code Article 4A (UCC-4A) Disclosure. In regards to the origination of "wholesale credit" Entries, (defined as incoming corporate ACH credit transfers containing Standard Entry Class Code "CCD"), the following disclosure is provided: 1. the Entry may be transmitted through the ACH; 2. the rights and obligations of the Originator concerning the Entry shall be governed by and construed in accordance with the laws of the State of Kentucky; 3. credit given by the RDFI to the Receiver for the Entry is provisional until the RDFI has received final settlement through a Federal Reserve Bank or otherwise has received payment as provided for in Section 4A-403(a) of the UCC Article 4A; and 4. If the RDFI does not receive such payment for the Entry, the RDFI is entitled to a refund from the Receiver's in the amount of the credit to the Receiver's account, and the Originator will not be considered to have paid the amount of the credit Entry to the Receiver.

CLIENT RESPONSIBILITIES

ACH TRANSACTIONS: Client agrees to review and comply with the ACH rules as specified in an attachment to this document, and as amended by the National Automated Clearing House Association or the Federal Reserve board of Governors. The PROCESSOR relies on information submitted by the client being accurate and authorized. Client agrees to indemnify PROCESSOR for any losses, liabilities, costs or expenses suffered or incurred as a result of the breach of these representations and warranties. Consumer transactions are subject to return for up to sixty (60) days.

AUTHORIZATION: Some ACH transactions require written authorization. For these transactions, Client agrees to obtain authorization from Receiver prior to debiting the Receiver's account. Client will maintain copies of the authorizations for a period of two years.

PRE-NOTIFICATION: Pre-notes must be sent 10 days in advance of first debit or credit to customer's account to ensure bank account information is correct.

REPRESENTATIONS. Client represents and warrants with respect to all Entries originated by PROCESSOR for the client that (1) each Receiver has authorized the debiting and/or crediting of its account, (2) each Entry is for an amount agreed to by the Receiver, and (3) each Entry is in all other respects properly authorized. Client agrees to indemnify PROCESSOR for any losses, liabilities, costs or expenses suffered or incurred as a result of the breach of these representations and warranties. Items returned insufficient funds (R01) or uncollected funds (R09) may be resent a maximum of two additional times.

IDENTIFYING NUMBERS. Client understands that PROCESSOR may rely solely on identifying numbers provided by the Client to determine the bank and account of a Receiver even if the numbers identify a bank or account holder different from the one identified by the Client by name. Client will indemnify PROCESSOR for any losses, liabilities, costs or expenses suffered or incurred as a result of an incorrect account of other identifications.

OWNERSHIP. The applicant agrees to immediately notify iCheckGateway of any change in ownership or control of the applicant during the term of this agreement.

REGULATORY COMPLIANCE. Client bears the final responsibility to insure that the Client's policies and procedures meet the requirements of the NACHA Rules and Regulations and PCI DSS. Client is encouraged to consult counsel regarding compliance with authorization and payment procedures whenever there is any doubt about compliance.

NOTICE OF ERRONEOUS UNAUTHORIZED TRANSFERS. Client agrees to promptly and regularly review all entries and other communication received from PROCESSOR and to immediately notify PROCESSOR if there are any discrepancies between Client's records and those provided by PROCESSOR, the ODFI or your bank, or with respect to any transfer not authorized by CLIENT. If Client fails to notify PROCESSOR within 7 days of the date PROCESSOR mails or otherwise provides a statement of account or other report of activity to Client, then the Client will be responsible for all losses or other costs associated with any erroneous or unauthorized transfer.

POP TRANSACTIONS: Client agrees to have the consumer complete any check, even though it is being electronically converted. This allows for the check to be processed as a Check 21 item if necessary as well as providing additional information should Client need it for secondary collection efforts.

CHECK 21. Client acknowledges that some incoming checks are ineligible for processing through the Automated Clearing House (ACH) and require processing as a paper check. PROCESSOR has the ability to process these items through image exchange or image replacement documents (IRD's), depending on the capabilities of the financial institutions involved. Client agrees to have PROCESSOR process items that are ineligible for the ACH on its behalf. Client will have funds deposited into its account (10) banking days after the item is processed.

Client also agrees to immediately reimburse PROCESSOR or for any non-ACH item returned upon notification by an authorized representative of the PROCESSOR or as otherwise negotiated in this agreement.

PROCESSOR RESPONSIBILITIES

ACCEPTING TRANSACTIONS. PROCESSOR will only be responsible for processing Entries that have arrived at our premises in proper format and on a timely basis. PROCESSOR will advise client of any applicable cut-off time. Client does not have the right to cancel or amend any Entry after submission to the ACH.

ORIGINATING TRANSACTIONS. PROCESSOR will use the information provided by the Client to originate Entries to the ACH. Client acknowledges understanding that PROCESSOR may reject Entries for any reason permitted or required in the Rules or Regulations. Client also understands that an Entry may be rejected if the Entry would cause PROCESSOR to violate any Federal Reserve or other regulatory risk control program or any other law or regulation. At Client's request, PROCESSOR will make reasonable efforts to reverse, modify, or delete an Entry, but will have no responsibility for the failure to comply with that request. All requests must be made in writing and faxed, delivered, or mailed to PROCESSOR.

RETURNED ENTRIES AND NOCS. PROCESSOR will apply returned entries to Client's account when they are received. PROCESSOR will create and make available to the Client a report containing detailed information about returned Entries. If the Client requests that the returned Entries be provided electronically, PROCESSOR may do so according to the rules and regulations regarding those transactions.

SETTLEMENTS AND FINALITY. Client's account will settle in the number of business days stated following the effective date of Entries originated. If any Entry is returned beyond this settlement, PROCESSOR will at PROCESSOR's discretion, either apply the debit to the current day's settlement, or debit the Client's account for the amount of the returned Entry plus associated fees.

LIMITS OF LIABILITY. PROCESSOR will be responsible for the performance of ACH services as a Third Party Processor in accordance with the terms of this Agreement and the Rules and Regulations. PROCESSOR will not accept responsibility for errors, acts, or failure to act by others, including but not limited to, banks communications common carriers or clearing houses through which Entries may be passed and/or originated. PROCESSOR will not be responsible for any loss, liability or delay caused by fires, earthquakes, war, civil disturbances, power surges or failures, acts of governments, labor disputes, failures in communication networks, legal constraints or other events beyond the control of PROCESSOR.

REFUNDS. PROCESSOR will refund moneys to an account holder claiming unauthorized transaction.

Company shall provide proper authorization to PROCESSOR upon request from PROCESSOR. Failing to provide proper authorization in 48 hours will result in a fine of \$100.00 per un-provided authorization.

INFORMATION CHANGE. In order to allow proper processing time, any new account information, i.e., Financial Institution details, payment schedule, etc., must be provided to PROCESSOR at least 15 days prior to closing or changing the account(s) above.

CANCELLATION. Either party may cancel this agreement with 60 days written notice to above company, allowing the completion of prior transactions, which may be in process. Prior transactions will not be affected by cancellation of this agreement. This agreement will renew each anniversary unless directed in writing. PROCESSOR may cancel at any time in the event of breach.

ADDITIONAL TERMS AND CONDITIONS

FEES AND PAYMENT. PROCESSOR will notify Client in writing of fees due for services rendered. Any changes to the existing fee structure as stated in this Agreement must be made in writing to the Client with 30 days notice. Client has the right to cancel the agreement in writing at that time. Client also agrees to provide PROCESSOR the information necessary to ACH debit Client's account(s) for fees due and authorizes PROCESSOR to debit said account 10 days after invoice date.

SECONDARY COLLECTIONS. Client may choose to send items uncollected by PROCESSOR to PROCESSOR's secondary collection agent. Client understands that only the collected face value of the item will be reimbursed and that there is no rebate on items collected by the secondary collections agent.

VOLUME ANALYSIS. PROCESSOR will routinely analyze Client origination and return activity. In the event the Client exceeds its established threshold parameters or ceases to do business with PROCESSOR, PROCESSOR shall have the right at any time to place a percentage of the provisional or final credit provided to Client for each Debit Entry originated by it in Escrow for a period of 180 days after the last return.

CONFIDENTIALITY. Each party represents, warrants and mutually agrees that all information concerning the other party which comes into its possession during the term of this Agreement shall be maintained as confidential and shall not be used or divulged to any other party except as necessary to permit the activities contemplated under this Agreement or as required by law.

GOVERNING LAW. This Agreement is governed by, and shall be construed under, the laws of the Commonwealth of Kentucky without regard for the principals and conflicts of law. Any award may include an award for attorney fees and costs. All controversies, claims, disputes, and matters in question arising out of, or related to, this Agreement or any breach of this Agreement, or the relations between the parties to this Agreement shall be decided by arbitration by a single arbitrator in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The parties agree that the arbitration shall take place exclusively in Fayette County, Kentucky, and shall be governed by the law of the Commonwealth of Kentucky. Any award rendered by the arbitrator shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof, including a federal district court, pursuant to the Federal Arbitration Act. The arbitrator may grant injunctive relief, including mandatory injunctive relief, to protect the rights of a party, but shall not be limited to such relief. This arbitration provision shall not preclude a party from seeking temporary or preliminary injunctive relief in a court of law to protect its rights, nor shall the filing of such an action constitute any waiver of its rights to arbitrate. In connection with the arbitration of any dispute between the parties to this Agreement, each party may utilize all methods of discovery authorized by the Federal and Kentucky Rules of Civil Procedure. The arbitrator shall award the expense of arbitration, including all reasonable attorneys' fees and costs, to the prevailing in such proceeding.

AGREEMENT MODIFICATION AND TERM. Notice will be made in writing before this agreement can be modified. Use of services after any such modification will evidence acceptance of the modification(s). Agreements may be terminated at any time with 60 days written notice. Any termination will not affect the rights or obligations of either party arising before termination of this Agreement.

DAMAGE WAIVER. PROCESSOR will not be liable to the Client for any special, consequential, indirect or punitive damages, whether or not (1) any claim for these damages is based on tort or contract law or, (2) either party knew or should have known the likelihood of these damages in any situation. PROCESSOR makes no representations or warranties other than those expressly made in this Agreement.

RESERVE. PROCESSOR may require a Reserve Deposit placed in escrow. This deposit will remain in escrow for a period of 90 business days following the last debit transaction initiated by PROCESSOR. Client acknowledges that no amount of this escrow account will be refunded until such time that this Agreement is terminated. For the purpose of funding the Reserve, PROCESSOR agrees to deduct the amount as stated under Reserve Deposit.

RIGHT OF SETOFF. Subject to applicable law, PROCESSOR may exercise its Right of Setoff or Security Interest against any and all collected funds, for any liability or debt of Client, whether joint or individual, whether direct or contingent, whether now or hereafter existing, and whether arising from overdrafts, returns, reversals, ACH credits, endorsements, guarantees, loans, attachments, garnishments, levies, attorney's fees, or other obligations. All parties to this Agreement now and in the future authorize PROCESSOR to exercise its Right of Setoff against any and all collected funds, as well as any account made available to PROCESSOR through any agreements made between Client and PROCESSOR.

ENTIRE AGREEMENT. This Agreement makes up the entire Agreement between the parties concerning ACH services. If any provision of this Agreement is deemed unenforceable, the remaining provisions shall still be enforceable. There are no third party beneficiaries of this Agreement.



Authorized Signature: _____