CHECK ASSIST SERVICE AGREEMENT
(888) 436-5101

COMPANY INFORMATION

Legal Business Name:	Fed Tax ID#
DBA Name:	State Tax ID# (if appl)
Physical Address:	# of Locations:

City	State	County	Zip Code	# of Employees:

Mailing Address:	Date Established:

City	State	County	Zip Code	Type of Business:

Main Contact:	Title:

Primary Phone:	E-mail Address:	Fax Number:

ESTIMATED TRANSACTION VOLUME

Monthly Transactions #	Monthly Amount of Transactions: $	Maximum Single Amount: $	Daily Transactions: #

Type of Ownership: ☐ Sole Proprietor ☐ Partnership ☐ LLC ☐ Corporation ☐ Government ☐ Non-Profit ☐ Other:_____

OFFICER / PRINCIPAL INFORMATION

Name	Title	% Equity Ownership (Min. 50%):

Phone	DOB	SSN	Drivers License#

Address	City	State	Zip

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? ☐ YES ☐ NO

SERVICE / FEE SCHEDULE

Company elects to process returned items by: ☐ Returning to Merchant ☐ sending to Check Assist ☐ Secondary Collections

ACH Fee		Revoked, Charge Back, Stop Payment,Other	Unauthorized ACH Trans. (each)	Rules Violation (each)
Origination	Return			
$0.25	$1.00	$15.00	$100.00	$500.00

Statement Fee and/or Monthly Billing Fee $**10.00** $ 35.00 One Time Set-Up fee

☒ 24/7 Online Reporting

PROCESSING LIMITS

Processing Limits: Per Item $_____   Per Day $_____

Hold Time:
☐ 2 Days (Standard - No Deposit)
☐ 1 Day (Total Monthly Deposits x 0.0025) = $_____
☐ Immediate Availability (Total Monthly Deposits x 0.005) = $_____

FINANCIAL INSTITUTION INFORMATION (VOIDED CHECK REQUIRED)

Bank Name:	Bank Phone:	Bank Contact:

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 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.

COMPANY AGENCY

Signed:	Signed:
Print Name:	Print Name:
Title:	Title:
Date:	Date:

CHECK ASSIST Use Only: Site ID #_____   Store #_____   ISO #RTO

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
A credit report may be made in connection with this application. Applicant(s) authorize PROCESSOR or it's agents to investigate information provided from the Company, or any of the above principals, for the purpose of this application.

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.

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.
REGULATORY COMPLIANCE. Client bears the final responsibility to insure that the Client's policies and procedures meet the requirements of the Rules and Regulations. 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 though 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 will need to 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 of 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 state of Florida without regard for the principals and conflicts of law.
Any award may include an award for attorney fees and costs.
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 60 business days following the last debit transaction initiated by PROCESSOR. Client acknowledges that no amount of this escrow account can or 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 _____

FINANCIAL INSTITUTION REFERENCE
Please complete the top portion of this request and return this form to Check Assist.

I, _____, authorize the Financial Institution listed below to release the requested information regarding the Company/Individual to Check Assist.

FINANCIAL INSTITUTION:
Name & Branch: _____

Contact: _____

Phone/Fax Number: _____ | _____

COMPANY/INDIVIDUAL:
Name: _____

Address: _____

City, State, ZIP _____

Account Number: _____

Investigative Report: An investigative or consumer report may be made in connection with the application. Applicant(s) (owners, officers, principals) authorize Check Assist or any credit bureau or any credit reporting agency employed by Check Assist or any agent of Check Assist to investigate any references, statements, or data obtained from the company, or any of the principals or officers for the purpose of this application.

_____
Signature   Date

FINANCIAL INSTITUTION TO COMPLETE

Check Assist is requesting the following information in order to complete a credit review on the Company/Individual listed above. Authorization for such information is stated above. Should you have any questions please call (888) 436-5101.

Account Open Date:_____   ☐ PERSONAL   ☐ BUSINESS

Current Balance: $_____   Average Monthly Balance: $_____

Current Account Standing: 1   2   3   4   5   6   7   8   9   10   (Circle One)
                           Below   Average   Above
  A   verage   A   verage
Has the account ever been overdrawn?   ☐ YES ☐ NO

How many other accounts does this company have with your Bank? _____

Does this company have any loans with your Bank?   ☐ YES ☐ NO
If YES has the account ever been in default?   ☐ YES ☐ NO

_____
  Signature or Bank Stamp   Printed Name   Date

Return to Fax Number
(850) 969-0173