

Electronic Check Recovery Service



Merchant # _____ ISO # 5763 SALES REP: _____

ELECTRONIC CHECK RECOVERY/RCK AGREEMENT

MERCHANT INFORMATION REQUIRED

PRINT NAME OF BUSINESS (DBA) _____ (_____) BUSINESS PHONE # _____ TAX ID NUMBER (required) _____

LOCATION ADDRESS _____ CITY, STATE, ZIP _____

TYPE OF MERCHANDISE/SERVICE SOLD _____ # OF LOCATIONS _____ HOW LONG IN PRESENT BUSINESS _____ SOLE PROPRIETORSHIP _____ CORPORATION _____ PARTNERSHIP _____

EMAIL ADDRESS (REQUIRED IF MERCHANT CHOOSES TO HAVE GETI EMAIL NOTIFICATION OF A CONSUMERS RETURNED CHECK) _____

OWNER/OFFICERS INFORMATION REQUIRED

NAME (Print) _____ TITLE _____ RESIDENCE ADDRESS _____ RESIDENCE CITY, STATE, ZIP _____

(_____) RESIDENCE PHONE # _____ SOCIAL SECURITY # _____ DRIVER'S LICENSE # _____ % EQUITY OWNERSHIP _____

The Undersigned certifies the accuracy of all of the Merchant information provided herein and authorizes GETI to investigate such information which may include personal credit reports on Merchant's principals or information from other sources pertaining to the Merchant's credit worthiness, financial responsibility or accuracy of any of the foregoing information. Merchant further agrees to notify GETI of any and all changes, which may occur from time to time, relative to the information and statements contained herein.

SERVICE & FEES

Service:

- Electronic Re-Presentation of Non-Sufficient Fund checks
- Secondary Collections of checks that do not clear the initial Electronic Re-Presentments

Fees:

- GETI must receive at least two (2) returned checks in a given month or a \$10 minimum fee for that month will be charged

Obtaining Check writer Authorizations

Merchant hereby agrees to obtain a written authorization from each check writer for (a) the state allowed return check charge, and (b) the electronic re-presentation of the check, before submitting a returned check to GETI for Processing. Merchant will obtain such check writer authorizations primarily by the following method.

- 1) By stamping all checks with the stamp approved by GETI and having customer sign where indicated, and
- 2) By placing RCK notification decal at the point of sale.

MERCHANT ACCEPTANCE

This Global eTelecom (GETI), 35008 Emerald Coast Parkway, Destin, Florida 32541, Electronic Check Recovery Merchant Agreement (Agreement) is between the above named merchant (Merchant) and GETI. This Agreement is an integrated agreement, and all prior negotiations, agreements and understandings, whether oral or written are therefore integrated herein. No modification or amendment of this Agreement shall be effective unless it is in writing and signed by all parties. The Officer signing below certifies that he/she is authorized and empowered to execute this Agreement on behalf of Merchant and to bind Merchant to the terms and conditions stated herein. **Personal Guarantee: To induce and in consideration of GETI Check acceptance of this agreement, the undersigned (herein referred to as "Guarantor") unconditionally personally, individually, jointly and severally guarantees performance of the Merchant's obligations under this Agreement and payment of all sums due thereunder and hereby continues to personally indemnify GETI Check for any and all funds due from Merchants under the terms of this Agreement.**

Agreed and Accepted this the _____ day of _____, 20____

Merchant Signature
Printed Name of Authorized Signor

GETI USE ONLY

Application Approved By:	Authorized Signature	Title	Date	\$	Check Limit	\$
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1. Merchant authorizes GETI to re-present, in accordance with the RCK rules of the National Automated Clearing House Association (NACHA) all returned checks forwarded to GETI by Merchant or Merchant's bank(s). This program is subject to a \$2,500.00 per check face value limit in accordance with the RCK rules of NACHA. GETI retains the right to refuse to process any returned check submitted to GETI by Merchant or Merchant's bank.
2. In addition to re-presentation of returned checks, Merchant authorizes GETI to originate separate electronic debits to check writers for returned check fees. Such returned check fees shall be for the maximum amount allowed by applicable state law(s). Merchant agrees that check writer notices of such returned check fees will be posted by Merchant at all point of sale locations at all times as required by state law(s), NACHA or GETI.
3. For each returned check forwarded to GETI, Merchant will have received written authorization from the check writer to (a) re-present the check electronically and (b) charge a returned check fee. Merchant's primary method of obtaining such consumer authorizations will be as described in the GETI Electronic Check Recovery Merchant Application.
4. Merchant agrees either (a) to complete and forward a Bank Authorization Form, provided by GETI, to the depository bank(s) utilized by Merchant such that all returned checks shall be forwarded by bank to GETI after first presentation, or (B) to advise Merchant's bank(s) to forward returned checks to the Merchant after first presentation.
5. Collected funds are paid via ACH credit to the Merchant's account specified herein within 30 days of GETI collecting funds.
6. **For initial Electronic Re-presentation of checks GETI will pay the Merchant 100% of the face value of the check within 30 days of GETI successfully collecting funds. If Electronic Re-presentation is unsuccessful then check will be processed through Secondary Collections (outside agencies attempting manual collections from consumer). GETI will pay the Merchant 75% of funds collected on the face value of the check.**
7. Merchant agrees and authorizes GETI to debit Merchant's accounts for any checks collected electronically that are subsequently returned by check writer's bank. This authorization survives the termination of this Agreement.
8. GETI does not guarantee the collection or payment of any returned check presented to GETI.
9. Paper checks will be shredded one hundred and eighty (180) days after the date received at GETI. Prior to the date a check is shredded, on an individual basis, Merchant may request the return of specific paper checks. GETI will mail such checks within 3 business days of Merchant's request. Actual receipt of the checks(s) by Merchant is subject to U.S. Mail delivery standards for first class mail. Merchant agrees to indemnify and hold GETI and ODFI harmless from any loss or failure of delivery by the U.S. Mail. A check retrieval fee of five dollars (\$5) per check will be assessed to Merchant.
10. No Retrieval fees for Cancelled ECR Merchants – Upon written request from a Merchant canceling the service, all original checks not yet shredded by GETI will be sent back to the Merchant without a retrieval fee.
11. Any dispute between Merchant and check writer relating to a check transaction shall be settled between Merchant and check writer. Merchant agrees to indemnify and hold GETI and ODFI harmless from any claim, liability, loss or expenditure resulting from Merchant's actions or in-actions, including but not limited to failing to obtain written authorizations or post check writer notices as required by NACHA and this Agreement. Notwithstanding the foregoing, GETI agrees to indemnify and hold Merchant harmless from any claim, liability or loss by GETI's or ODFI's actions or in-actions.
12. All transactions covered by this Agreement are governed by NACHA's Operating Rules, Regulation CC and E established by the Federal Reserve Board, UCC Article 4, The Electronic Funds Transfer Act and other applicable laws and regulations.
13. If Merchant fails to comply with any term of this Agreement or any applicable laws or regulations cited in this Agreement, then GETI may terminate this Agreement immediately by giving notice to Merchant. If this Agreement is terminated by any reason, GETI will have 45 days to complete the processing of all returned checks currently in the collection process at GETI.
14. Either party may terminate this Agreement by giving the other party thirty (30) days written notice of termination.
15. GETI may change the terms of this Agreement at any time by giving Merchant ten (10) days notice of said change. If Merchant does not agree to the change then Merchant may terminate this Agreement.
16. The laws of the State of Florida shall govern this Agreement.