



**CHECK SERVICES  
APPLICATION/SERVICE AGREEMENT**

STORE NUMBER					

OFFICE			

REP NUMBER					

REGISTERED DBA: ("YOUR STORE")			AND/OR:
LEGAL NAME:			FEDERAL TAX ID#:
BUSINESS STREET ADDRESS:			BUSINESS TELEPHONE:
CITY:	STATE:	ZIP:	EMAIL ADDRESS:
BUSINESS OWNERSHIP TYPE: <input type="checkbox"/> SOLE PROPRIETOR <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> CORPORATION			DATE OF BIRTH:
BUSINESS OWNER/GUARANTOR:			("CONSUMER/PRINCIPAL")
RESIDENTIAL STREET ADDRESS:			PRINCIPAL'S TELEPHONE:
CITY:	STATE:	ZIP:	SSN OF PRINCIPAL:
FAX NUMBER:			PRINCIPAL'S DRIVER'S LICENSE#:
CURRENT MONTHLY CHECK SALES: \$			TOTAL MONTHLY CHECK LOSSES: \$
AVERAGE CHECK SALE: \$			AVERAGE RETURNED CHECK: \$
PRODUCTS OR SERVICES OF APPLICANT:			NUMBER OF LOCATIONS APPLIED FOR:
CURRENT CHECK SERVICE:			CURRENT RATE:
POINT-OF-SALE EQUIPMENT TYPE:	CHECK IMAGER/READER:	PRINTER TYPE:	

**SCHEDULE OF FEES**

**Maximum Approval Limit Per Check:** \_\_\_\_\_

☐ **STANDARD GUARANTEE** - Authorizes checks at the Point of Sale and merchant deposits checks at their bank.

\_\_\_\_init    Rate:                      Transaction Fee:    /per item                      Monthly Minimum Payment:                      Subscription Fee:  
One-Time Application Fee:                      Cancellation Fee:  
☐ **Enhancement Package:**    /month (Includes Premium Approval, Multiple Check, Partial Payment, Stop Payment Premium, and COD)

☐ **CHECK CONVERSION PLUS – IMAGING** - Authorizes and electronically processes checks. With each authorized check, funds are processed and deposited into the merchant's account. Images of the checks are uploaded for processing and the original checks are voided and returned to the customer.

\_\_\_\_init    Rate:                      Transaction Fee:    /per item                      Monthly Minimum Payment:                      Subscription Fee:                      Returned Item Fee:  
One-Time Application Fee:                      Cancellation Fee:                      Chargeback Fee:                      Credit Reporting Fee:  
☐ **Business Checks and Stop Payment Checks:**    /month  
☐ **BOC Enhancement Package:**    /month

In signing the Application/Service Agreement (hereinafter "Agreement") YOUR STORE(s) agrees that YOUR STORE(s) has read, understands, and accepts, all the provisions of this Agreement, to include the terms and conditions within this Agreement and consent to same herein. YOUR STORE(s) further understands and agrees that upon acceptance of an officer of CrossCheck, Inc. (hereinafter "Check Center"), this Application, accepted by Check Center in your Confirmation letter, shall constitute a binding Agreement between YOUR STORE(s) and Check Center. YOUR STORE(s) further understands that YOUR STORE(s) shall include all Agents, Representatives, and/or Employees. YOUR STORE(s) covered by this Agreement shall have a unique Check Center store number and shall be billed individually. YOUR STORE(s) may not assign or transfer any rights under this Agreement unless and until it receives the prior written approval of an officer of Check Center.

YOUR STORE(s) hereby authorizes Check Center to initiate a debit on a consumer account based exclusively on specific information provided to Check Center by YOUR STORE(s) and further grants a security interest to Check Center as to all transactions contemplated under this Agreement.

All information contained in this Agreement was completed by Consumer/Principal and they warrant that the application information noted above and sales volume indicated in the Agreement is accurate and further acknowledge that any misrepresentation of this information could result in delayed and/or withheld settlement of funds as well as the loss of all processing privileges of all checks. No blank spaces were left incomplete. N/A or none has been filled in, in any spaces where applicable.

Authorization is hereby given by Consumer/Principal, individually and as Consumer/Principal on behalf of YOUR STORE(s) to obtain a credit report of both the Consumer/Principal and YOUR STORE(s)' credit history through credit reporting agencies selected by Check Center or Check Center's agents. Pursuant to the Fair Credit Reporting Act, said reports are to be used by Check Center or Check Center's agents solely in connection with the referenced business transaction, to be defined herein as this Agreement, there is a legitimate business need for the information and it is intended to be used as a potential servicer in connection with a valuation of, or an assessment of the credit or prepayment risks associated with an existing obligation.

**I. SERVICE RATES AND PAYMENTS:** YOUR STORE(s) agrees to pay Check Center, in consideration for the services YOUR STORE(s) receives from Check Center, the fees as contemplated in this Agreement. Further, YOUR STORE(s) shall pay monthly to Check Center, in consideration for the information and service YOUR STORE(s) receives from Check Center, the fees indicated above and contained within this Agreement, which will never be less than one dollar and fifty cents per call when applicable. The service rate will be applied to the check amount of all checks called into Check Center; the transaction charges will be applied per item for which an approval number is sought. Check Center shall have, and YOUR STORE(s) acknowledges that Check Center shall have, the right to deduct applicable charges as previously set forth in this Agreement, from those amounts due YOUR STORE(s) as a result of checks processed by Check Center, under the terms and conditions of this Agreement. It is further understood and agreed upon by YOUR STORE(s) that said funds are to be

deducted from the referenced checks upon transaction settlement by Check Center. YOUR STORE(s) agrees to permit Check Center or Check Center's agents to debit YOUR STORE(s)' designated bank account for check guarantee services according to the terms of the Agreement between YOUR STORE(s) and Check Center. YOUR STORE(s)' payment will be delinquent if not successfully debited on the first attempt. It is understood that all payments due under this Agreement may be debited from YOUR STORE(s)' bank account. **BY SIGNING THIS AGREEMENT, YOUR STORE(S) HEREBY AUTHORIZES CHECK CENTER TO AUTOMATICALLY DEBIT THE BANK ACCOUNT LISTED WITHIN FOR ALL PAYMENTS DUE UNDER THIS AGREEMENT. (MUST ALSO ATTACH ORIGINAL VOIDED CHECK WHERE INDICATED).** YOUR STORE(s) agrees to pay a \$25.00 service charge for any initial check or ACH debit which is not paid by YOUR STORE(s)' bank upon presentation and a \$35.00 service charge for any subsequent dishonor. YOUR STORE(s) agrees that the service charge may be debited from YOUR STORE(s)' bank or set off against monies otherwise owed to YOUR STORE(s) under this Agreement. If an invoice is required to be created by Check Center a fee of \$10.00 will be assessed. If YOUR STORE(s) changes bank accounts, YOUR STORE(s) shall provide Check Center with a completed and signed Bank Change Authorization form and original voided check, the new bank account information and authority to debit such new account prior to implementing any such bank change. Check Center may adjust fees, charges and payments payable by YOUR STORE(s) under this Agreement without prior notice in the event information about YOUR STORE(s) shown on this Agreement above is not fully accurate, or if, in the sole opinion of Check Center, YOUR STORE(s) has significantly altered its method of doing business. If YOUR STORE(s) believes any adjustments are needed with respect to any debits or credits effected by Check Center with respect to the account for any amounts due to or due from YOUR STORE(s), or if YOUR STORE(s) has any other questions or concerns regarding its check transactions that are processed and settled by Check Center or regarding any statement provided by Check Center, YOUR STORE(s) shall notify Check Center in writing within thirty (30) days after such debit or credit is effected, or such statement is provided upon request by YOUR STORE(s), whichever is sooner. Said notice must be received at Check Center's corporate location, as identified within this Agreement within thirty (30) days after such debit or credit is effected. If YOUR STORE(s) notifies Check Center after such time period, Check Center may, in its discretion and at YOUR STORE(s)' cost, investigate the matter addressed in YOUR STORE(s)' notice but Check Center shall not have any liability to effect any related adjustment absent any gross negligence or willful misconduct by Check Center. Any voluntary efforts by Check Center to investigate such matter shall not create any obligation to continue such investigation or to investigate any future notice of a question, concern or possible adjustment that is not timely submitted. Any discrepancies in billings must be brought to the attention of Check Center within ninety (90) calendar days of same. The failure by YOUR STORE(s) to so notify Check Center of these discrepancies within the prescribed timeframe shall result in the waiver of YOUR STORE(s)' right to subsequently claim an entitlement to the referenced billings.

**II. CHECK ACCEPTANCE:** Only YOUR STORE(s), covered by this Agreement, shall contact Check Center to request approval numbers for all U.S. and U.S. Territories' checks, drawn in U.S. dollars, and presented to YOUR STORE(s) for goods or services purchased at the time of approval by the check writer. Based on Check Center's experience, the information in Check Center's computer files, and the information provided by YOUR STORE(s), Check Center shall inform YOUR STORE(s) whether Check Center will issue an approval number on each such check. YOUR STORE(s) understands and agrees that from time to time, Check Center may change, modify or otherwise revise Approval Parameters in order to effectively manage YOUR STORE(s) account. **YOUR STORE(s)' decision to accept or reject any check shall be made solely at YOUR STORE(s)' own discretion.** Acceptance for processing or issuance of an approval number by Check Center of any check does not mean such check conforms to the requirements of this Agreement or any applicable law, rule, regulation or policy. YOUR STORE(s)' acceptance of check(s) subject to this agreement effectuates an immediate assignment by operation of law, to all right, title and interest in and to such check(s) to Check Center. In conformance with applicable Federal and State Laws, Check Center has policies and procedures in place to safeguard all sensitive, confidential and private information. Check Center shall use commercially reasonable efforts to maintain the security of the information provided by YOUR STORE(s) and to prevent the unauthorized use and/or disclosure of same.

**III. WARRANTY:** Check Center warrants the accuracy of its information. Check Center will pay YOUR STORE(s), the amount approved by Check Center of any check covered by this Agreement which strictly complies with all the requirements of this Agreement. YOUR STORE(s) shall treat all information received from Check Center as strictly confidential and shall hold Check Center harmless from any loss, damage, costs, or reasonable attorney's fees incurred as a result of communication in any manner of such information by YOUR STORE(s).

For Business Office Conversion processing, funding under the terms of this Agreement is provided as a limited warranty and only applies to those checks for which YOUR STORE receives an approval number from Check Center for checks submitted to YOUR STORE as payment on an Accounts Receivable, current account for which the check writer has been invoiced. Expressly excluded from the funding process are those checks which are issued and presented to YOUR STORE as payment for the following, including but not limited to aged receivables, past-due accounts and any and all delinquent debts. For purposes of this Agreement, the foregoing shall be defined as those obligations in excess of thirty (30) days. In addition, the scope of warranty pursuant to this provision is limited to those checks returned by the maker's bank marked or otherwise indicated as Non-Sufficient Funds (NSF), Uncollected Funds.

**IV. YOUR STORE(s)' PUBLIC DISCLOSURE RESPONSIBILITIES:** Check Center shall provide signage to be displayed at the point-of-sale (POS) which informs check writers of YOUR STORE(s)' use of Check Center's check processing service. YOUR STORE(s) agrees to post any and all notices required by law to consumers regarding check services, check charges or consumer fees charged for dishonored checks. YOUR STORE(s) agrees to display these materials in the best visible and unhindered location so as to inform the public that YOUR STORE(s) will honor check-processing service by Check Center. From time to time, Check Center may design educational and promotional materials and send same to YOUR STORE(s) for YOUR STORE(s) to distribute to check writers. YOUR STORE(s) further agrees to immediately remove and properly dispose of stale promotional materials and to display the most current materials upon receipt of same from Check Center. YOUR STORE(s) will discontinue the use of all of Check Center's promotional materials and properly remove said materials upon receipt of written notification of suspension, termination, or cancellation of this Agreement. In the event of termination, YOUR STORE(s) immediately shall properly discard all promotional materials related to Check Center's services at YOUR STORE(s)' expense.

**V. SUBMISSION OF CHECKS FOR STANDARD GUARANTEE:** All approved checks assigned to Check Center under this Agreement shall be the property of Check Center. YOUR STORE(s) is authorized and directed to deposit all approved checks to YOUR STORE(s)' bank account, on Check Center's behalf as Check Center's agent for such limited purpose, and it is agreed that such deposit will constitute full payment by Check Center to YOUR STORE(s) of all approved checks, unless warranty coverage is applicable under this agreement. All checks covered under this Agreement shall be deposited on Check Center's behalf to YOUR STORE(s)' bank account within three (3) business days of the date of approval. The original check, bank certified copy or Image Replacement Document (IRD) of the returned paper check, along with all additional paperwork, must reach Check Center within thirty (30) calendar days from the date of acceptance by YOUR STORE(s) and the date of approval by Check Center which shall be identical. The original check, bank certified copy or Image Replacement Document (IRD) must be mailed to Check Center. Photocopies or facsimile copies of checks shall be ineligible for prospective warranty reimbursement. Check Center shall process any dishonored check it receives within thirty (30) calendar days of receipt. In conformance with applicable Federal and State Laws, Check Center has policies and procedures in place to safeguard all sensitive, confidential and private information. Check Center shall use commercially reasonable efforts to maintain the security of the information provided by YOUR STORE(s) and to prevent the unauthorized use and/or disclosure of same.

**VI. REQUIREMENTS FOR PROCESSING ELECTRONIC CHECKS:** For Business Office Conversion processing, YOUR STORE(s) shall provide YOUR STORE'S customers via statement message, the exact language printed in the Confirmation letter. Receipt of this notice constitutes authorization by YOUR STORE'S customers to the Check Processing procedure as provided in the Service Agreement. YOUR STORE shall retain the source document (check) for a minimum of fourteen (14) days following receipt of the item from the check writer. Thereafter, in accordance with all applicable State and Federal laws, YOUR STORE shall destroy said items in a manner consistent with those laws. YOUR STORE(s) shall comply with all applicable terms and conditions when processing checks and agrees to complete all transactions in accordance with the provisions of this Agreement and such rules of operation as may be established by Check Center from time to time or as established in your merchant start-up kit and Confirmation letter. YOUR STORE(s) shall accept only the following checks to initiate debit entries through Check Center: (a) Demand deposit account checks, which must be drawn on or payable through a federally insured depository financial institution; be machine-readable MICR-encoded with the bank routing number, account number and check serial number printed on the check, and be for an amount not greater than the maximum approval limit for YOUR STORE(s) as established by Check Center; (b) YOUR STORE(s) shall obtain proper identification from the check writer so as to verify that the check writer is authorized to negotiate the check before submitting the check to Check Center for authorization; (c) YOUR STORE(s) shall obtain a check writer authorization in the form of the check writer's full signature agreeing to the terms on the transaction receipt printed at the point of sale; (d) YOUR STORE(s) shall maintain a POS printer compliant with the Check Conversion Plus Program as set forth in this Agreement. Should YOUR STORE(s) lack such equipment, YOUR STORE(s) shall utilize the EFT stamp as provided to YOUR STORE(s) by Check Center in your merchant start-up kit. Should your equipment have the capability to scan the front and back of the item, YOUR STORE(s) agrees to stamp the back of the item

and obtain check writer's full signature prior to scanning the front and back of the item; (e) YOUR STORE(s) shall scan each check through its POS terminal and check imaging device to initiate processing; (f) All items, goods and services purchased in a single transaction shall be included in the total amount on a single sales receipt, invoice, or buyer's order; (g) YOUR STORE(s) shall void the approved, original check and shall not at any time process or reprocess the approved, original check for payment either manually or electronically, or attempt deposit of same by any means. At the time YOUR STORE(s) initiates authorization, YOUR STORE(s) warrants that the person presenting the check has been properly identified and is legally authorized to present the check for payment. Failure to comply with any of the terms and conditions established herein or in the Agreement will, in addition to other penalties, subject YOUR STORE(s) to chargebacks or withholding of funds and may be grounds for immediate suspension/termination of services and indemnification of Check Center by YOUR STORE(s) pursuant to this Agreement. YOUR STORE(s) shall document each transaction with a printed receipt, or utilize the appropriate stamp where applicable, reflecting the following: (i) YOUR STORE(s)' name and location including store number; (ii) the date and amount of the transaction; (iii) the check sequence number; (iv) the MICR data imprinted on the check (which must match the MICR data transmitted to Check Center upon authorization); (v) the approval number and transaction ID obtained by YOUR STORE(s) from Check Center; and (vi) the check writer's consent to initiate one or more ACH debits, in lieu of processing of the actual check, for the amount of the check and any applicable returned check service fees. YOUR STORE(s) shall obtain the check writer's signature on the receipt, provide a copy to the check writer, and retain the receipt for three (3) years from the date thereof or for such longer period as required by any applicable law, rule or regulation. YOUR STORE(s) shall at all times maintain a demand deposit account ("Account") at a bank that is a member of the Federal Reserve System utilizing the Automated Clearing House paperless entry system. YOU UNDERSTAND THAT IT IS A FEDERAL VIOLATION TO PROCESS DEBIT REQUESTS AGAINST A CONSUMER BANK ACCOUNT WITHOUT THE CHECK WRITER'S EXPRESSED AUTHORITY. YOU HEREBY ACKNOWLEDGE RECEIPT OF PROPER NOTICE THAT THE USE OF ANY COUNTERFEIT, FICTITIOUS, LOST, STOLEN, OR FRAUDULENTLY OBTAINED DEBIT INSTRUMENT OR DEVICE TO UNLAWFULLY INITIATE A DEBIT TRANSACTION IS PUNISHABLE AS FOLLOWS: IF THE SUBJECT TRANSACTION HAS AN AGGREGATE VALUE OF \$500 OR MORE, AND INVOLVES INTERSTATE COMMERCE, THEN THE VIOLATION MAY BE PUNISHABLE BY A FINE NOT TO EXCEED \$10,000 OR TEN YEARS IMPRISONMENT. SHOULD THE VIOLATION FAIL TO MEET THE ABOVE STANDARD, THE VIOLATION MAY RESULT IN A FINE NOT TO EXCEED \$5,000 WITH POTENTIAL IMPRISONMENT OF NOT MORE THAN ONE YEAR. IT IS SPECIFICALLY UNDERSTOOD BY YOU THAT ANY TRANSACTION EVENT INITIATED AS AN UNAUTHORIZED MANUAL ENTRY OR DEPOSIT BY YOU AFTER YOU HAVE RECEIVED APPROVAL FOR DEPOSIT OF CHECK(S) OR IS INTENDED FOR DEPOSIT SHALL BE INTERPRETED AS AN UNLAWFULLY INITIATED DEBIT TRANSACTION PURSUANT TO THIS NOTICE. THESE PENALTIES RESTATE FEDERAL LAW AS CODIFIED IN MAY 2002. ANY AMENDMENTS TO SAID STATUTES MAY NOT APPEAR IN THIS AGREEMENT AND CHECK CENTER EXPRESSLY RESERVES THE RIGHT TO DETERMINE WHETHER TO INCLUDE ANY SUCH AMENDMENTS. IN THE EVENT OF SUCH A VIOLATION, YOUR STORE(S) AGREES AND WARRANTS TO HOLD CHECK CENTER AND ALL OF ITS ASSIGNS AND ASSOCIATES HARMLESS, INDEMNIFY AND DEFEND, AND REIMBURSE CHECK CENTER FOR THE TRANSACTION(S) WITHIN 24 HOURS OF SAID OCCURRENCE. IF YOUR STORE(S) REFUSES OR IS UNABLE TO REIMBURSE CHECK CENTER FOR ANY SUCH OCCURRENCE IT IS EXPRESSLY STATED AND UNDERSTOOD THAT YOUR STORE(S) IS IN DIRECT VIOLATION OF THIS AGREEMENT AND FEDERAL LAW, AND CHECK CENTER WILL PURSUE ALL LEGAL, CIVIL AND COLLECTION REMEDIES AS IS POSSIBLE UNDER LAW.

**VII. CHECK WRITER'S AUTHORIZATION INITIATES DEBIT ENTRY:** YOUR STORE(s) acknowledges that the check writer's authorization allows YOUR STORE(s) to instruct Check Center to initiate a CHECK DEBIT ENTRY ("ENTRY") for YOUR STORE(s) against that check writer's account if applicable. It further permits Check Center to reinitiate an ENTRY where the original ENTRY is returned and to assess a fee against check writer. Any and all fees received by Check Center for returned checks shall be the sole property of Check Center. If a check is returned unpaid after any presentment and is submitted to Check Center for possible warranty payment, YOUR STORE(s) understands and agrees that said check will be reviewed to ensure YOUR STORE(s) complied with all the provisions of the Agreement relative to that check, to include the Agreement in its entirety. YOUR STORE(s) agrees to pay a Returned Item Fee to Check Center equal to the amount specified in the SCHEDULE OF FEES on the front of this document for each and every processed check that is returned unpaid from a check writer's bank. YOUR STORE(s) understands and agrees that if Check Center determines, at its sole discretion, that the check did not comply with all aspects of this Agreement, to include the Agreement in its entirety, Check Center shall be entitled to either debit YOUR STORE(s)' account for the amount of the check if YOUR STORE(s) received credit for the transaction, or decline to credit YOUR STORE(s). Checks shall only be eligible for presentment by YOUR STORE(s) on one occasion. Thereafter, if said checks do not clear the check writer's bank, they shall be subject to the Assignment provision in Article VII below and in addition, shall be subject to reverse funding on behalf of Check Center.

**VIII. PROVISIONAL SETTLEMENTS:** YOUR STORE(s) acknowledges that all settlements between Check Center and YOUR STORE(s) are provisional and are subject to Check Center's review of YOUR STORE(s)' compliance with this Agreement, as well as the check writer's rights to dispute the charges against the check writer's account. YOUR STORE(s) acknowledges that Check Center has the right to receive payment on all checks processed by YOUR STORE(s). Further, YOUR STORE(s) will not attempt to collect on any such transactions. If any payment is tendered to YOUR STORE(s), YOUR STORE(s) will notify Check Center by telephone of the payment and immediately mail the payment to Check Center by overnight mail courier. Failure of YOUR STORE(s) to reimburse Check Center for such payments shall entitle Check Center to debit YOUR STORE(s)' designated account or any other funds for the amount of said payment.

**IX. AUTHORIZATION TO ACCESS YOUR STORE(s)' ACCOUNT:** YOUR STORE(s) hereby authorizes Check Center to initiate debit and credit entries to YOUR STORE(s)' designated account. YOUR STORE(s)' authorization shall continue in effect for at least one hundred eighty (180) days after termination of this Agreement, or for a longer period as determined necessary by Check Center in the exercise of its sole discretion in order to properly conclude business. Unless a reserve or delay is placed on YOUR STORE(s)' account, Check Center will transmit settlement to YOUR STORE(s)' bank within two business days following the successful debit of a processed check from a check writer's account. In no event shall YOUR STORE(s) close, restrict, deny access to or change the account in any way without written approval from an officer of Check Center. Check Center may holdback certain amounts where Check Center is investigating a transaction for breach of warranty or transactional requirements by YOUR STORE(s) or for other reasons. Check Center shall monitor YOUR STORE(s)' transactional activity and YOUR STORE(s) agrees that Check Center may holdback funds for a reasonable period to investigate account activity. Check Center will attempt to notify YOUR STORE(s) of any investigation but Check Center shall have no liability to YOUR STORE(s) or any other party, for any such actions taken by Check Center. YOUR STORE(s) agrees that Check Center may hold, setoff or retain funds to protect against amounts owed Check Center or based on YOUR STORE(s)' financial condition. Check Center will not be liable for the dishonor of any item or fees associated therewith as a result of actions taken hereunder. YOUR STORE(s) is subject to review, verification, audit and acceptance by Check Center. Representatives of Check Center may, during normal business hours, conduct an inspection of YOUR STORE(s)' premises and activities, as well as examine, audit and make copies of YOUR STORE(s)' books, accounts, records and files as they may pertain to use of any services provided under this Agreement.

**X. TERMS AND CONDITIONS:** YOUR STORE(s)' compliance with the terms and conditions of this Agreement to include the Agreement in its entirety, is an express condition to Check Center's obligation to pay YOUR STORE(s) or agent thereof when Check Center's approval information proves inaccurate. Check Center shall determine, in its reasonable discretion whether YOUR STORE(s) has complied with the terms and conditions of this Agreement. All terms and conditions of this Agreement, to include the Agreement in its entirety, may be changed by Check Center at any time upon ten (10) calendar days written notice. Such changes shall supersede any previous terms and conditions. This Agreement may not be modified unless it is in writing and accepted by an officer of Check Center. Check Center may cancel this Agreement upon ten (10) calendar days written notice to YOUR STORE(s). If YOUR STORE(s): (i) files for bankruptcy, receivership, insolvency, reorganization, dissolution, liquidation or any similar proceedings applicable to similarly situated companies or corporations, as applicable, or (ii) has such a proceeding instituted against it, Check Center may terminate this Agreement immediately upon written notice to YOUR STORE(s). Within ten (10) calendar days notice of an increase in fees, YOUR STORE(s) may cancel this Agreement (subject to a cancellation fee), by giving written notice to Check Center. Said notice must be received at Check Center's corporate location, as identified within this Agreement within ten (10) calendar days from the date of the increase in fees. Any notice permitted or required by this Agreement shall be deemed given when sent by first class or certified mail or facsimile transmission or overnight delivery and addressed to the appropriate party at the respective address contained within this Agreement. The term of this Agreement shall be for a twenty-four (24) month period from the date of acceptance by an officer of Check Center. Upon expiration of the twenty-four (24) month term, this Agreement will automatically renew for successive twelve (12) month periods unless terminated by written notice from YOUR STORE(s) at least thirty (30) days prior thereto. Such notice must be received at Check Center's corporate location, as identified within this agreement, within thirty (30) days prior to the date of termination. YOUR STORE(s) understands and agrees that should YOUR STORE(s) terminate this Agreement prior to the conclusion of the applicable term, YOUR STORE(s) shall be billed \$199 as an early termination fee. YOUR STORE(s) further agrees that this termination fee is reasonable and shall be imposed based on the financial impact caused by early termination. **This Agreement includes all provisions set forth in your Confirmation letter(s) and this Agreement, which collectively form the entire Agreement between YOUR STORE(s) and Check Center with respect to the subject matter hereof, and supersedes any prior Agreement, oral or written, between YOUR STORE(s) and Check**

**Center and/or its representative(s).** YOUR STORE(s) agrees that the failure by Check Center to enforce any terms or conditions of this Agreement is not a waiver of any terms or conditions herein contained.

**XI. DEFAULT:** Should YOUR STORE(s) become delinquent, or fail to comply with the terms and conditions of this Agreement, then Check Center may at its option: add to the normal payment cycle of any dishonored checks which would otherwise be paid by Check Center under this Agreement the number of days that YOUR STORE(s) was delinquent in paying any fee when due; delay the transmission of a settlement to YOUR STORE(s)' bank account for a processed check the number of days that YOUR STORE(s) was delinquent in paying any fee when due; void all approvals given to YOUR STORE(s) for checks not previously paid; demand immediate payment for all amounts owed under this Agreement; immediately terminate this Agreement; or any of the above. Should any employee, or agent(s) thereof, of YOUR STORE(s) engage or participate, directly or indirectly, as principal or accessory, in any activity for the purpose of improperly obtaining any approval numbers, or if YOUR STORE(s) has notice, either actual or constructive, of any fraudulent activity or conduct, then this Agreement shall be immediately terminated, all approval numbers voided, and the total amount due for all YOUR STORE(s) covered by this Agreement shall become due and payable immediately. YOUR STORE(s) acknowledges that the assessment of any late fee and/or acceptance of any payment from YOUR STORE(s) does not waive any rights that Check Center may have under this Agreement. If legal action is taken by Check Center to enforce this Agreement, then Check Center shall have the right to court costs, reasonable attorney's fees as determined by the court and collection costs as permitted by law. For any checks or ACH debits tendered to Check Center by YOUR STORE(s), YOUR STORE(s) agrees to pay a \$25.00 service charge and a \$35.00 service charge for any subsequent dishonor. YOUR STORE(s) agrees that the service charge may be debited from YOUR STORE(s)' bank or set off against moneys otherwise owed to YOUR STORE(s) under the Warranty Provision of this Agreement. Upon dishonor of any checks or ACH debits tendered to Check Center by YOUR STORE(s) or where Check Center is unable to access YOUR STORE(s)' bank account for fees under this Agreement and YOUR STORE(s) has not authorized the Automatic Debit Option, YOUR STORE(s) shall be assessed a ten dollar monthly statement fee. If Check Center is found to be liable under this agreement, the entire liability of Check Center for all causes of action arising out of or in connection with this agreement at any time, or the relationship between the parties, shall not exceed in the aggregate, the total fees actually paid by YOUR STORE(s) to Check Center pursuant to this agreement for the three (3) month period immediately preceding the date the first claim arises hereunder. In addition to the foregoing limitations, in no event shall Check Center be liable for damages of any kind whatsoever except for YOUR STORE(s)' direct compensatory damages resulting solely from a material breach of this agreement by Check Center. In no event shall Check Center be liable for any lost profits, loss of goodwill, or for special, indirect, incidental, consequential or punitive damages or any other damages not so specified and for which Check Center has not accepted responsibility.

**XII. YOUR STORE(s) WARRANTIES:** As a condition to Check Center's warranty to the accuracy of the approval information Check Center provides, YOUR STORE(s) represents and warrants to Check Center that each and every check assigned to Check Center by YOUR STORE(s) has been completed by the maker in accordance with the requirements of this agreement and is thus properly payable, and that with respect to such checks, the customer of YOUR STORE(s) has no valid defense to payment as determined in the exercise of reasonable discretion of Check Center, nor does the customer of YOUR STORE(s) have claims against YOUR STORE(s), whether legal or equitable, based on federal, state or local laws, statutes, regulations, rules or ordinances. YOUR STORE(s) shall not subcontract, assign, subrogate or transfer any interest, obligation or right under this Agreement without prior written consent from Check Center. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties and their successors or assigns. Check Center hereby reserves the absolute right to charge back any checks which have previously been paid, if upon further review by Check Center, such checks fail to meet any conditions or provisions set forth in the Agreement, as determined in the exercise of reasonable discretion by Check Center. In the event that any customer of YOUR STORE(s) asserts a valid defense against payment of any dishonored check, disputes payment or asserts a valid claim against YOUR STORE(s), or YOUR STORE(s) accepts any payment on any dishonored check, or a check is charged back, YOUR STORE(s) agrees to reimburse Check Center the amount paid by Check Center for the dishonored check, including reasonable attorney's fees, and agrees to indemnify, defend and hold Check Center harmless from any and all claims made by such customer. Such amounts shall be due within ten (10) calendar days notice to YOUR STORE(s). YOUR STORE(s) hereby agrees to indemnify Check Center and hold Check Center harmless from any and all claims, damages, liabilities, and expenses, including reasonable attorney fees, including fees to enforce this provision, and litigation costs arising from the performance or nonperformance of YOUR STORE(s)' obligations under this Agreement including, but not limited to, any negligence of YOUR STORE(s) or any alleged or actual violations by YOUR STORE(s)' agents or its subcontractors, or YOUR STORE(s)' employees, of any governmental laws, regulations or rules. YOUR STORE(s) shall take any and all measures necessary to assist Check Center in locating, recovering damages from, and prosecuting any person who has tendered a dishonored check to YOUR STORE(s), including the submission to Check Center of work orders, credit applications and any additional paperwork. **YOUR STORE(s) agrees to post any and all notices required by law to consumers regarding check services, check charges or consumer fees charged for dishonored checks.** YOUR STORE(s) agrees not to use any competitive check approval service during the term of this Agreement. YOUR STORE(s) agrees that Check Center may use YOUR STORE(s)' name in its promotional and advertising material.

**XIII. SETTLEMENT OF TRANSACTIONS:** As further contemplated in paragraph XIV below, within twenty-four hours thereof, Check Center must receive a digital image from YOUR STORE(s) of each and every check approved through the electronic check conversion processing system through this Agreement on the date said check is processed by YOUR STORE(s). Furthermore, if so requested by Check Center, any supporting paperwork relative to the subject transaction, including but not limited to invoices, transaction receipts printed at the point of sale, work orders, buyers orders, and credit applications, must be received at Check Center's corporate location, as identified within this Agreement within five days from the request date. All checks not processed through the electronic check conversion processing system and which are approved and assigned to Check Center shall be the property of Check Center. YOUR STORE(s) is authorized and directed to deposit all approved checks to YOUR STORE(s)' bank account, on Check Center's behalf as Check Center's agent for such limited purpose, and it is agreed that such deposit will constitute full payment by Check Center to YOUR STORE(s) of all approved checks, unless warranty coverage is applicable under this agreement. All checks covered under this Agreement shall be deposited on Check Center's behalf to YOUR STORE(s)' bank account within three business days. The original checks, along with all additional paperwork, must reach Check Center within thirty (30) calendar days from the date of the approval and the check's acceptance. The date of approval and the date of acceptance shall be identical. Check Center shall process any dishonored check it receives within thirty (30) calendar days of receipt.

**XIV. CHARGEBACKS, RETURNS, NON-CREDITED CHECKS AND WARRANTY EXCLUSIONS:** YOUR STORE(s) shall bear all risk of loss, without warranty or recourse to Check Center for the amount of any transaction, or other amounts due Check Center due to or caused by chargebacks and returns of any kind, whether for check writer chargebacks, insufficient funds returns, administrative returns, or any other type of returns. Check Center shall have the right to debit YOUR STORE(s)' transactions, designated account or any other funds of YOUR STORE(s) in YOUR STORE(s)' direct or indirect control by reason of YOUR STORE(s) security interest granted to Check Center by YOUR STORE(s) hereunder, and to chargeback or refuse to credit YOUR STORE(s)' account for such transactions wherein Check Center has determined that YOUR STORE(s) failed to comply with any of the terms and conditions of this Agreement in its entirety including the chargeback fee as provided in the Schedule of Fees. In addition to the foregoing, Check Center may at its option debit YOUR STORE(s)' account or decline to credit YOUR STORE(s) for reasons to include, but not limited to, any of the following situations: a) The warranty by Check Center does not apply to any check not properly made and completed in its entirety at the time of its acceptance as follows: (i) where YOUR STORE(s) accepts any check that is not properly made and completed in its entirety at the time of its acceptance and prior to scanning each check through its POS terminal and check imaging device to include: (ii) YOUR STORE(s)' store number, (iii) the Check Center approval number. YOUR STORE(s) understands and agrees that the Check Center approval number must be provided to Check Center after the check has been scanned through the POS terminal and check imaging device after the initiation of processing, (iv) the check writer's valid U.S. Motor Vehicle Driver's License number and state of issuance, valid State Identification Card, or valid U.S. Military I.D. of the person presenting the check, (v) the signatory of the check and the correct and current U.S. residence address of the account holder must be commercially imprinted on the check. The telephone number of the signatory and account holder must be written on the face of the check. If Post Office box is used, or telephone number is not imprinted, the correct and current residence address and correct and current telephone number must be written on the check at the time of approval, (vi) YOUR STORE(s) as the payee, or (vii) the check writer's signature and complete check amount, (viii) where YOUR STORE(s) accepts a check the date of which does not accurately coincide with the date of the approval number and/or sale. The numeric and written amounts of the check(s) must be identical. The amount of the check(s) must be identical to the approved amount; (ix) where YOUR STORE(s) accepts any check that is a two party, travelers, employee, money market or credit card check or convenience check, counter check, temporary check, unpersonalized check or photocopy of a check, postdated, predated, undated, redeposited check, previously deposited or previously electronically processed check, any check made out to cash. The check must be drawn on a demand deposit account (DDA), or (x) where YOUR STORE(s) accepts any check with changes or alterations to the original check. b) The warranty by Check Center does not apply: (i) where YOUR STORE(s) fails to comply with any representation, warranty or covenant or failed to meet the requirements of this Agreement, to include the Agreement in its entirety, or applicable law, or has not been authorized in advance by Check Center as required hereunder, (ii) where the transaction is for a type of goods or services sold other than as disclosed in YOUR STORE(s)' application or accepted in writing by an officer of Check Center, (iii) in any other situation where the check

approval was executed or a credit was given to YOUR STORE(s) in circumstances constituting a breach of any representation or warranty of YOUR STORE(s) or in violation of applicable law or where YOUR STORE(s) has not provided necessary documents to Check Center or resolved a check writer dispute whether or not a transaction is charged back, (iv) where Check Center does not receive a digital image of a processed check on the date of processing of the check or within twenty-four hours thereof, a copy of the signed transaction receipt printed at the point of sale, any work orders, buyer's orders, credit application, or any and all paperwork that may assist Check Center in locating and recovering money from a check writer of YOUR STORE(s) as requested by Check Center within five (5) calendar days from the time of the initial request. Work orders, invoices, credit applications and all other supporting documentation shall indicate the name of the check writer on the applicable document, or; (v) where security procedures were not followed by YOUR STORE(s). c) The warranty by Check Center does not apply where goods have been returned or service canceled by the check writer submitting the check and that check writer has requested a credit and such credit was not processed by YOUR STORE(s), or (i) where a check writer or an agent of the check writer asserts a valid dispute to Check Center. Such valid dispute shall be determined to be asserted in good faith as determined by the exercise of reasonable discretion of Check Center, or (ii) any check against which a Stop Payment order has been issued or has been marked Refer to Maker or Unable to Locate or Account Frozen/Held or is subject to any prior lien. d) The warranty by Check Center does not apply (i) where the transaction was generated through the use of an account that was not valid or made on an altered, fraudulent, or counterfeit check, (ii) where the signature on the check does not match the pre-printed name; or where the transaction was generated through the use of (iii) any stolen or counterfeit check or where Check Center has information from the check writer's financial institution or the check writer submits a notarized affidavit of forgery or police report that said item(s) were reported as stolen or forged. e) The warranty by Check Center will also not apply (i) where the check writer's financial institution or Check Center has information that YOUR STORE(s) committed fraud at the time of the transaction(s), or the transaction is not a sale by YOUR STORE(s) whether or not such transaction(s) was authorized by the check writer or, if with respect to any one of YOUR STORE(s)' location(s), the number of any counterfeit or fraud incidents becomes excessive, in the sole determination of Check Center, then YOUR STORE(s) may be charged back for all transactions and this Agreement may be terminated immediately without notice, (ii) where YOUR STORE(s) accepts any check that is a business check. If the business checks enhancement package is selected by YOUR STORE(s), YOUR STORE(s) understands that business checks must be approved by confirming the correct and current business phone number as answered and listed in the business' name. Business checks approved in any other manner will be excluded from warranty coverage. The valid I.D. of the person presenting the business check must also be imprinted or written on the business check, (iii) where YOUR STORE(s) accepts any check as a replacement of any previously dishonored payment, payment for accounts receivable or on credit or account, (iv) any check upon which YOUR STORE(s) has accepted partial payment for any one particular sale or transaction, return of merchandise or entered into an agreement for payment, (v) any check for which the check writer is not the purchaser of the goods or services at the time of approval, (vi) where YOUR STORE(s) accepts any check for which a refund is negotiated or cash is given at any given time, (vii) where YOUR STORE(s) accepts any check for which an approval number has previously been sought from Check Center or any competitive Check or Inquiry Service, or (viii) where YOUR STORE(s) accepts any check negotiated for the purchase of a motor vehicle, except as provided in the paragraph below. In addition, expressly excluded from warranty coverage are multiple checks written to avoid or which appear to have been written to avoid, the maximum approval limit, checks under the bank designated minimum dollar amount, checks from merchant or its employees or other agents, checks that are limited as to their negotiability based on time parameters, and checks designated debtor in possession.

**XV. IDENTIFICATION EXCLUSION:** For purposes of this Agreement concerning BUSINESS OFFICE CONVERSION checks only, YOUR STORE shall be excused from the obligation to inscribe the check writer's valid U.S. Motor Vehicle Driver's License Number and State of Issuance, valid State Identification Card or valid U.S. Military Identification Card on checks issued and presented to YOUR STORE. However, the foregoing Identification information, as well as the correct and current telephone number of the check writer must be forwarded to Check Center upon submission of any and all applicable checks.

**XVI. CONSUMERS OPTING OUT:** Upon receipt of notice that a consumer wishes to opt out of the Business Office Conversion service, YOUR STORE understands and agrees that it shall not convert, attempt to convert, or otherwise attempt to electronically process the consumer's item utilizing the CrossCheck Business Office conversion system. Checks submitted by YOUR STORE not in compliance with this provision shall be returned to you and are expressly excluded from prospective warranty reimbursement.

**XVII. MOTOR VEHICLE LEASING AND SALES:** Checks for the sale or lease of a Motor Vehicle shall not be processed unless all the following requirements are met: 1) A valid approval number shall be obtained on each qualified check; 2) the down payment price shall not exceed thirty-five percent (35%) of the cash price of the vehicle, excluding trade-ins and manufacturer's rebate, dealer incentives and taxes. Should YOUR STORE(s) accept a check which exceeds this amount, said check shall be ineligible for prospective warranty reimbursement; 3) Should the sale or lease be financed, said sale or lease shall be financed by a finance company that does not have common ownership with YOUR STORE(s). Pre-paid leases are ineligible for prospective warranty reimbursement. Check Center shall not process checks issued and presented for purchases and/or leases which subsequently result in a rollback, rescission or an unwound deal.

**XVIII. TERMINATION:** Based on the TERMS AND CONDITIONS established in the Agreement, YOUR STORE(s) shall be subject to a \$199 Cancellation Fee should it cancel this Agreement prior to the conclusion of the contract term established herein. Said fee shall be subject to debit from YOUR STORE(s)' designated account or any other funds of YOUR STORE(s) in YOUR STORE(s)' direct or indirect control.

**XIX. INDEMNIFICATION:** YOUR STORE(s) hereby agrees to indemnify, defend and hold Check Center harmless from any and all claims, damages, liabilities, and expenses, including reasonable attorney fees and litigation costs arising from the performance or nonperformance of YOUR STORE(s)' obligations under this Agreement including, but not limited to, any negligence of YOUR STORE(s) or any alleged or actual violations by YOUR STORE(s)' agents or its subcontractors, or YOUR STORE(s)' employees, of any governmental laws, regulations or rules.

**XX. FINANCIAL AND OTHER INFORMATION:** YOUR STORE(s) shall provide financial statements and other information concerning YOUR STORE(s)' business and YOUR STORE(s)' compliance with the terms and provisions of this Agreement as Check Center may reasonably request. Such financial statements shall be prepared in accordance with generally accepted accounting principles. YOUR STORE(s) and the individuals listed within this Agreement each authorize Check Center to obtain from third parties financial and credit information to determine whether to accept this Agreement and to conduct continuing credit risk evaluations. Upon request, YOUR STORE(s) shall provide to Check Center or its representatives reasonable access to YOUR STORE(s)' facilities and records for the purpose of performing any inspection and/or copying of YOUR STORE(s)' books and/or records deemed appropriate by Check Center. YOUR STORE(s) and the undersigned shall inform Check Center in writing of any material change in YOUR STORE(s)' financial condition.

**XXI. CONFIDENTIALITY:** Pursuant to all applicable State and Federal law, YOUR STORE(s) shall treat all information that comes to its attention in connection with the performance of this Agreement, including but not limited to, information concerning Checks and Check writers, as strictly confidential and certifies that it shall utilize confidential information only for the purpose set forth in this Agreement. Check Center may use the information it receives from YOUR STORE(s) relating to Checks and Check writers for the services provided under this Agreement or any of its other products or services, if applicable.

**XXII. FORCE MAJEURE:** Check Center shall not be liable in damages for any delay or default in performing hereunder if such delay or default is caused by conditions beyond Check Center's control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of Check Center whose performance is affected. Check Center shall not be liable for any failure or delay in performance under this Agreement to the extent said failures or delays are proximately caused by causes beyond Check Center's reasonable control and occurring without its fault or negligence, including, without limitation, failure of suppliers, subcontractors, and carriers, or party to substantially meet its performance obligations under this Agreement, provided that, as a condition to the claim of non liability, the party experiencing the difficulty shall give the other prompt notice, defined hereinafter as that degree of notice which is reasonable under the circumstances. Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused.

**XXIII. VENUE:** THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA. THE PARTIES AGREE THAT ANY ACTION ARISING OUT OF THE NEGOTIATION, EXECUTION OR PERFORMANCE OF THE TERMS AND CONDITIONS OF THIS AGREEMENT SHALL BE BROUGHT

IN THE COURTS OF SONOMA COUNTY, CALIFORNIA. YOUR STORE(S) AGREES THAT THIS AGREEMENT WAS FORMED IN SONOMA COUNTY, CALIFORNIA UPON ACCEPTANCE BY AN OFFICER OF CHECK CENTER.

**XXIV. PRINCIPAL OF YOUR STORE(s):** In consideration for entering into this Agreement, Consumer/Principal of YOUR STORE(s) hereby absolutely and unconditionally personally guarantees the full and prompt payment of any and all amounts owed as contemplated by this Agreement. In addition and if applicable, Consumer/Principal of YOUR STORE(s) understands and expressly consents to waive any and all protections as afforded by Consumer/Principal of YOUR STORE(s)' status as a corporation. Consumer/Principal of YOUR STORE(s) understands and expressly consents that this guaranty is continuing, binding upon heirs and successors and may not be changed except in writing, signed by an authorized representative and accepted by an officer of Check Center. Consumer/Principal of YOUR STORE(s) agrees to all terms and conditions herein and attached recitals. Consumer/Principal of YOUR STORE(s) understands and agrees that nothing contained therein modifies any of the terms and conditions of the executed Agreement currently in effect.

**SEE CONFIRMATION LETTER FOR DEFINITIONS OF SERVICES YOU HAVE SELECTED. YOUR STORE(S)' SIGNATURE VERIFIES ALL INFORMATION ON THIS APPLICATION AND REPRESENTS YOUR STORE(S)' EXPRESS CONSENT TO ALL TERMS AND CONDITIONS ON SUBSEQUENT PAGES, AND CONFIRMS YOUR OFFER TO ENTER INTO AN AGREEMENT.**

Please sign in both areas below:

Signature of Owner/Guarantor::

Date:

Signature of Consumer/Principal:

Date:

**(CORPORATE OFFICE USE ONLY)**

CHECK CENTER'S ACCEPTANCE OF YOUR APPLICATION, TO INCLUDE ANY PREMIUMS, ACCEPTED BY AN OFFICER OF CHECK CENTER IN YOUR CONFIRMATION LETTER, FORMS THE ENTIRE AGREEMENT.

By:

Date:

Title:

**Venue: Sonoma County, California**

Account type:

☐ Business Checking

☐ Consumer/Principal's Personal Checking

Name on Bank Account:

Bank Phone Number:

Bank Routing Number:

Bank Account Number:

Name of Bank:

YOUR STORE(s) shall at all times maintain a demand deposit account at a bank that is a member of the Federal Reserve System utilizing the Automated Clearing House paperless entry system.

Check Center is a registered dba of CrossCheck, Inc.