



Merchant Application CheckList

Advanced Payment Systems, Inc. • P.O. Box 6654 Douglasville, GA 30154 • TEL: (770) 947-3343 • FAX: (770) 947-3397

APPLICATION CHECKLIST

Merchants who wish to process Recurring, Telephone, Web, RCK and/or RDC check payments through Advanced Payment Systems web based system must complete the following Advanced Payment Systems Merchant Application and submit the application with the supplementary documentation listed below.

Federal law requires that all financial services companies obtain, verify, and record information that identifies each person and business entity that opens a merchant account. The information requested will be used to process the application and will be kept confidential.

Please provide the following information to complete your Advanced Payment Systems Merchant Application. Incomplete applications cannot be processed.

MERCHANT APPLICATION - Please fill out completely

Federal Tax ID#, SS# and banking ABA # fields

Initial each page at the bottom

Copy of Business Certificate / License (or) Articles of Incorporation

Copy of EIN / TIN/SS-4 Certificate (or) Page 1 of Tax form showing EIN #

COMPANY INFORMATION

IRS Ruling or Determination Letter, if a non-profit claiming tax-exemption under the section 501(c)(3).

Note: Following receipt and review of your Merchant Application, Advanced Payment Systems must request that you furnish additional information:

Partnership or corporate resolution (does not apply for sole proprietorships), to verify that the individual signing this Application and the attached terms and conditions is authorized by the partnership, LLC, or corporation to execute these documents.

Publicly held or Private companies Annual Report

BANK ACCOUNT INFORMATION

For each bank account specified in the Merchant Application, a copy of a VOIDED check or bank letter that clearly identifies the bank name, account holder, route/transit number, and account number.

Bank Statements (last 2 months)

TELEPHONE CHECK SERVICE AUTHORIZATION

Copy of your letter sent to the debtor confirming authorized transaction **or**

Recording sample dialogue

WEB CHECK SERVICE AUTHORIZATION

Screenshot of your web site that displays the authorization language

**Completed applications and supplemental information must be faxed to Advanced Payment Systems (770) 947-3397.
For assistance on the Merchant Application, contact Advanced Payment Systems at (770) 947-3343.**

New Client	Existing Client		Date (MM/DD/YYYY)
	Change Info	File Code	

CLIENT INFORMATION						
Company Name			Doing Business As (if applicable)			
Business Street Address		City	State	Zip Code	Business Phone	Business Fax
Billing Address (if different from above)		City	State	Zip Code	Business Phone	Business Fax

Business Email	# of Locations	# of Employees	Website URL
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Provide some official document that verifies or confirms your Federal Employer Identification Number, for example: Tax Return - must be signed by preparer; Quarterly payroll form; IRS TIN [SS-4 form] or 501(c) 3 letter

FEIN #	State EIN #	Dunn&Bradstreet #	In Business Since (MM/YYYY)
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Provide documentation regarding the formation of your legal business entity, whether as a 'Sole Proprietorship', 'Partnership' or 'Corporation' ('S', 'C' or 'LLC'). Such documentation is typically referred to as 'Articles of Incorporation'.

Legal Status of Business: Corporation S C LLC Partnership Sole Proprietor Professional Assoc. Government Non-Profit

Description of Business or Service, Markets Served and Types of Business Location (e.g., retail, commercial, industrial)	Reason for the Transactions (i.e. payroll)	If company is a Collection Agency, please list the types of businesses that the payments are being collected on.
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COMPANY CONTACTS			
Name	Title	Business Phone	Email Address
Name	Title	Business Phone	Email Address

PRINCIPAL OWNERS (List Company Officers & Partners)

- Publicly Traded Companies and Non Profits are NOT Required to complete the "Principal Owners" section. Please provide a copy of annual reports and/or a letter from your bank attesting account ownership and banking history.
- All other Companies are Required to complete the "Principal Owners" section. This information is confidential and is required to comply with USA Patriot Act Compliance, OFAC and Banking Regulations.

Name & Title	Date of Birth	SS#	Home Phone #
Residence Address	City	State	Zip
Name & Title	Date of Birth	SS#	Home Phone #
Residence Address	City	State	Zip

_____ Initials



Merchant Application

Bank Account Information

BANK ACCOUNT INFORMATION

- For each bank account specified, provide a copy of a voided check that clearly identifies the bank name, account holder, route/transit number and account number - **Do Not Send a Deposit Slip** -
- Provide copies of **2 Months of Bank Statements** from the Bank or Financial Institution to which transaction amounts are to be posted.

Name of Financial Institution	Branch	Contact Name	Title	Email Address	
Address	City	State	Zip Code	Business Phone	Business Fax
Type of Account:	Business	Personal	Checking	Savings	

SINGLE BANK ACCOUNT - You may designate a single bank account for Deposits, Returns and Billing for Service Fees.

Account Number:	Bank Routing Number:
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OR

You may designate individual bank accounts for Deposits, Returns and Billing for Service Fees.

DEPOSITS - Funds will be deposited into this bank account.

Account Number:	Bank Routing Number:
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RETURNS - Items returned for any reason will be debited from this account.

Account Number:	Bank Routing Number:
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BILLING FOR SERVICE FEES - Fees and charges billed by Advanced Payment Systems will be debited from this account.

Account Number:	Bank Routing Number:
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ORIGINATOR APPROVAL

AUTHORIZATION: I authorize the EFT Network, Inc. and/or Advanced Payment Systems to initiate periodic credits & debits from my account(s) (Financial Institution Information) for electronic funds transfer transactions I have performed. I understand that these debits will occur 10 days after I receive a faxed invoice for those transfers. I understand that this authority will remain in full force and effect until the EFT Network, Inc. and/or Advanced Payment Systems has received written notification from me of its termination in such time and manner as to afford the companies and depositor a reasonable opportunity to act on it. I have the right to stop payment of this automatic payment by notification to EFT Network, Inc. and/or Advanced Payment Systems five (5) days before this payment is to be made.

CHANGE OF INFORMATION: In order to allow proper processing, I agree to provide new financial institution information to EFT Network, Inc. and/or Advanced Payment Systems at least 15 days prior to closing or changing the account above.

CANCELLATION: Either party may cancel this Agreement with 15 days written notice to the other which will allow the completion of prior transactions which may be in process. EFT Network, Inc's authorization to debit the clients account for reversals shall survive the termination of this agreement for a period of 90 days from the date of the last transaction processed by EFT Network, Inc. and/or Advanced Payment Systems on behalf of the client.

INVESTIGATIVE REPORT: An investigative or Consumer Report may be made in connection with the application. Applicants authorize EFT Network, Inc. and/or any credit bureau or credit reporting agency employed by EFT Network, Inc. and/or agents of EFT Network, Inc. to investigate references, statements or data obtained from the Company, or any of the principals, officers, employees or agents for the purpose of this application and Agreement and will be used to determine the financial condition of the Merchant or Client.

BINDING CONTRACT: This contract shall be binding on the parties only upon execution by an authorized representative of EFT Network, Inc.

SIGNATURE AND AUTHORIZATION

Please PRINT and SIGN this Merchant Application then FAX to Advanced Payment Systems at (770) 947-3397.

Signature of C/N Officer	Print Name and Title	Print Company Name	Date
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The officer(s) signing here have the authority to execute this Agreement in its entirety with EFT Network, Inc. and/or on behalf of the corporation.

_____ Initials

WEB CHECKS - WEB		CHECK21/IRD - IRD						
<p>TRANSACTION INFORMATION</p> <p>WEB Check Transactions Expected/Month:</p> <p>Number of NSF/Returns Expected /Month:</p> <p>Average or Expected Amount of Each Transaction:</p> <p>ACH AUTHORIZATION</p> <p>Provide a screenshot of your website that displays the authorization language</p> <p>FEE SCHEDULE</p> <p>Fee Per Presented Item</p> <p>Fee Per Returned Item (NSF, etc.)</p>		<p>TRANSACTION INFORMATION</p> <p>Paper Checks Rec'd /Month:</p> <p>Number of NSF/Returns Expected /Month:</p> <p>Average or Expected Amount of Each Paper Check:</p> <p>FEE SCHEDULE</p> <p>Fee Per Presented Item</p> <p>Fee Per Returned Item (NSF, etc.)</p>						
ELECTRONIC CHECK REPRESENTMENT - RCK		FAXTELLERPLUS - IRD						
<p>TRANSACTION INFORMATION</p> <p>NSF Check Transactions Expected/Month:</p> <p>Average or Expected Amount of Each NSF:</p> <p>NSF Fee Transactions Expected/Month:</p> <p>Average or Expected Amount of Each NSF Fee:</p> <p>FEE SCHEDULE</p> <p>Fee Per Presented Item</p> <p>Fee Per Returned Item (NSF, etc.)</p>		<p>TRANSACTION INFORMATION</p> <p>Paper Checks Rec'd /Month:</p> <p>Number of NSF/Returns Expected /Month:</p> <p>Average or Expected Amount of Each Paper Check:</p> <p>FEE SCHEDULE</p> <p>Fee Per Month* _____ for First Depository Account/Filecode. <small>*includes up to 200 check items per month</small></p> <p>Fee Per Month* _____ for additional Depository Account/Filecodes. <small>*includes up to 200 check items per month per acct.</small></p> <p>Fee Per Returned Item (NSF, etc.) _____</p> <p>Fee Per Check items in excess of 200 per filecode/month _____</p> <p>Fee Per FAX Carrier** _____</p> <p><small>**2 Carriers are included with each Filecode at startup, this is cost for replacement carriers + shipping costs, to be determined.</small></p>						
		REMOTE DEPOSIT PROGRAM SERVICE OPTIONS						
		<table style="width:100%; border: none;"> <tr> <td style="padding: 5px;">CAR-LAR</td> <td style="padding: 5px;">Memorize Customer ID</td> <td style="padding: 5px;">Coupon Check</td> </tr> <tr> <td style="padding: 5px;">Endorsement</td> <td style="padding: 5px;">Multi-Factor Authorization</td> <td></td> </tr> </table>	CAR-LAR	Memorize Customer ID	Coupon Check	Endorsement	Multi-Factor Authorization	
CAR-LAR	Memorize Customer ID	Coupon Check						
Endorsement	Multi-Factor Authorization							
ADDITIONAL SERVICE FEES								
<p style="text-align: center;">APPLICATION FEE</p> <p style="text-align: center;">(\$75.00 non-refundable)</p>	<p style="text-align: center;">MONTHLY MAINTENANCE FEE</p>	<p>This Monthly Maintenance Fee amount is billed, per month, for the main or HQ location of Client. If transactions are being processed from additional multiple locations of client, then each additional location or scanner shall be billed _____ per location, per month.</p>						

_____ Initials

CHECK SCANNER ORDER FORM

Ship To			Bill To		
Name			Name		
Company			Company		
Phone	Email		Phone	Email	
Address			Address		
City	State	Zip Code	City	State	Zip Code

Check Scanners

Quantity	Scanner Model	Price	Installation Manuals	Additional and/or Specific Check Scanner Instructions:
	CX-30 Ink-Jet			
	TS-215 Ink-Jet			
	TS-230-65 Ink-Jet			
	TS-4120 Ink-Jet			
	Check21 Processed Stamp			
	NONE - Existing or 'By Other *See special Terms and Conditions on page #			

User Guides

Service	ARC/BOC/Chk21IRD	FAXTellerPLUS	Recurring Payments	RCK	Telephone Checks
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Additional Information:

_____Initials



Terms and Conditions

Terms and Conditions governing the agreement between the Company or Client (the Originator) named on the Processing Agreement to which these Terms and Conditions are attached (hereinafter "Client") and EFT Network, Inc., and its officers, employees, affiliates, licensees and agents (hereinafter Processor):

WHEREAS: Client desires Processor, and Processor agrees, to provide Automated Clearing House (ACH) and other services to Client as indicated on page 2 of this agreement. Transactions are placed through Processor as a third party processor of ACH transactions, paper draft or IRD checks. Processor will send all transactions through an Origination Depository Financial Institution (ODFI) all in accordance with the terms of this Agreement, the Operating Rules (Rules) of the National Automated Clearing House Association (NACHA) and the applicable Federal Regulations (Regulations) governing ACH transaction. Entry or Entries shall mean either a Credit Entry, a Debit Entry, a paper draft or an IRD as appropriate. Client also agrees to comply with all rules at the time each entry is initiated by the Client with respect to the most recent NACHA operating rules and that each entry shall in no way breach any Federal, State, or local statute of regulation pertaining to and for electronic funds transfers, including the Electronic Funds Transfer Act and Regulation E, and all such other laws and regulations. Client understands that a violation of any NACHA rules may result in fines issued by NACHA for said violations and said fines will be passed on to client. You will comply with EFT Network, Inc.'s requests for record retention and signature authorization. You grant to us or our designee the right to audit these authorizations and your record retention compliance, at no expense to us.

1.1. SPECIFIC TELEPHONE CHECK GUIDELINES: The following items must be specifically adhered to in conducting electronic TELEPHONE type check transactions but may not constitute all of the rules governing NACHA's TEL (Telephone check) program. Client agrees to comply with all NACHA Rules and Regulations concerning TEL type transactions, details of which shall be provided to the Client by EFT Network and are hereby made a part of this Agreement. Client agrees to comply with authorization requirements by either recording the telephone conversation with their customer, or by sending a confirming letter to customer.

1.2. SPECIFIC RECURRING PAYMENT GUIDELINES: The following items must be specifically adhered to in conducting electronic Recurring type transactions but may not constitute all of the rules governing NACHA's rules. Client agrees to comply with all NACHA Rules and Regulations concerning Recurring type transactions, details of which shall be provided to the Client by EFT Network and are hereby made a part of this Agreement. Client agrees to comply with authorization requirements by securing and preserving a written authorization from each customer that Client intends to debit on a recurring basis. EFT Network shall furnish examples of such authorization to Client for Client's use.

1.3 SPECIFIC ARC (ACCOUNTS RECEIVABLE CONVERSION) - BOC (BACK OFFICE CONVERSION) - CHECK 21 - IRD (IMAGE REPLACEMENT DOCUMENT) GUIDELINES:

The following items must be specifically adhered to in conducting an Accounts Receivable/Back Office Conversion Program but may not constitute all of the rules governing NACHA's ARC/BOC (Accounts Receivable/Back Office Conversion) program. Only checks of \$25,000 or less and drawn on Consumer Accounts or Business Accounts not bearing an on-us field qualify for ARC or BOC. Only checks initiated by an invoice or statement and mailed to the recipient, then mailed in to Client for payment or dropped off at a Client's payment location, are eligible for ARC. For ARC items, the check writer must be informed on each invoice or statement that their check WILL be electronically deposited. Checks provided to Client at a point-of-sale station or other 'in-person' setting shall be processed as BOC Items. For BOC items, the check writer must be informed by the Client at a point-of-sale station that their check WILL be electronically deposited. Please see Processor's other detailed information as to the specific Notification and Opt-Out language requirements and for reference to Processor's User Manual. Client is responsible for adhering to the foregoing guidelines. Should Client desire to not provide or comply with the Notification and Opt-Out language that is required under NACHA's ARC or BOC programs, then Client's checks shall be processed exclusively as 'Check 21 - IRD's (Image Replacement Documents)'. Under this option, no Notification or Opt-Out language is required.

Should a customer of Client Opt-Out of having their checks processed under the NACHA ARC program, then customer shall notify Client of such fact in writing, advising the specific customer's check routing and account number. Upon receipt of such written advice, Client shall process such customer's checks as 'Check 21 - IRD's', and not as NACHA ARC transactions. Client has the option to have their checks processed as 'ARC with integrated Check 21 IRD Processing', 'BOC with integrated Check 21 IRD Processing' or exclusively as 'Check 21 IRD' processing, and shall note such elective on this application. Client is advised to note that the only items ineligible for Remote Deposit Check processing are (i) cash; (ii) checks or drafts drawn on foreign banks, and (iii) checks or drafts drawn for any currency other than the United States dollar. Upon processing checks, Client shall emboss the front of the checks with Processor's 'Check 21 Processed' stamp. Upon processing checks, Client shall be obligated to destroy the checks or employ commercially reasonable standards to preserve and secure/protect them from theft, mis-appropriation or deposit through traditional physical means.

1.3.A SPECIFIC FAXTELLERPLUS REMOTE DEPOSIT PROGRAM GUIDELINES: Client shall comply with all of Processor's special requirements pertaining to its proprietary FAXtellerPLUS Remote Deposit program, which are described under separate documentation. Client shall, upon set-up with Processor's FAXtellerPLUS program, initiate service with Processor via sending of an initial FAX TEST Transmittal page to the Processor's special FAX number. Thereafter, Client is advised to enter Processor's special receiving FAX number into the Client's FAX machine's preprogrammed memory system, to avoid having the Client's special check carriers mis-directed to an incorrect FAX recipient. Client shall ONLY use specially designed FAX check carriers as provided by Processor. At set-up, Client shall be provided with 2 check carriers per each depository account. Client shall be advised that each check carrier is unique and specific to a single depository account, and that Client shall use care to only process checks only with the given check carrier(s) that are intended for deposit to the account associated with that check carrier. Client shall contact Processor if it requires additional or replacement check carriers. Client may use any standard type of commercial facsimile machine. Client is responsible for assuring that checks are only sent to Processor one time, unless directed to re-send by Processor. Upon receipt of check images and data from Client, Processor shall perform all of its standard image quality assurance services and CAR-LAR and MICR and Dollar amount verification, and shall send back to the Client, a deposit confirmation or invalidation/exception report. Deposit confirmation shall be sent via email or FAX or both, as directed by the Client's preference, within one hour of the close of the F/I's or Client's established processing cut-off time. If necessary, an invalidation/exception report shall be sent via email or FAX or both, as directed by the Client's preference, within three (3) hours of when the check images/data are received from the Client. If such invalidation/exception report is sent to Client, then Client may be instructed to re-send the entire file or a specific check, or may be advised to manually deposit any specific check item. Upon processing checks, Client shall be obligated to destroy the checks or employ commercially reasonable standards to preserve and secure/protect them from theft, mis-appropriation or deposit through traditional physical means.

1.4. SPECIFIC ELECTRONIC CHECK RE-PRESENTMENT/ACH GUIDELINES: The following items must be specifically adhered to in conducting electronic re-presentation but may not constitute all of the rules governing NACHA's RCK (electronic check re-presentation) program.

[A] A Represented Item must meet the following eligible item requirements: 1. A check in an amount less than \$2500; 2. A check dated 180 days or less from the day of issuance. 3. A check that has not been transmitted twice electronically - a total of 3 deposits are allowed on any check in any combination of physical or electronic presentments. 4. A check that indicates on its face that it was returned NSF, Non Sufficient Funds, Uncollected Funds, or comparable language.

_____ Initials

[B] Client must notify customer of Client's intentions to redeposit check electronically should the check be returned: Compliance may be in the form of: 1. Signed authorization or other recorded authorizations as prescribed by REG E. 2. Posted notice at point of sale, 3. Letter of notification informing customer of electronic redeposit and their ability to recover the original paper check. 4. Client must obtain or have some kind of written authorization from the account holder when collecting a fee. 5. Client must retain the original paper check for 90 days and a copy or image for 7 years. 6. All other rules in the current NACHA Guidelines must be adhered to a copy will be supplied upon request.

1.5. Definitions. In the Agreement which follows, persons presenting checks to you for settlement are your "Customers;" checks presented to the automated clearing house for presentment to your Customer's bank are "debits" or for presentment to your bank to pay back funds previously credited are called "credits;" debits and credits are called "entries." The account at your bank (the "settlement bank") at which the credits are offset against the debits is the "settlement account," and the residual balance which is maintained in the settlement account to pay credits is called the "reserve." The writing approved by us by which your customer authorizes you to process the entry electronically and to charge the state's allowable fee if the entry is returned is called the "authorization." The laws and regulations governing electronic transfers and automated clearing house transactions are called "rules."

2.0 - CLIENT RESPONSIBILITIES

2.1. Obtaining Authorizations. You will obtain a signature authorization prior to asking us to charge the Customer the state's allowable fee for NSF checks.

2.2. Submitting Entries. While this agreement is in effect, you are authorized to use any of our applicable systems to process or transmit transactions to us. The use of any of our systems is solely at your own risk. You can transmit electronic entries on a 24 hour daily basis.

2.3. Representations. Client represents and warrants with respect to all entries we process for you that: (a) EACH Customer has authorized the debiting and/or crediting of his, her, or its account and the collection of any NSF check fees, (b) EACH entry is for an amount agreed to by the Customer, (c) EACH entry is in accordance with the rules and properly authorized in all other respects. Client agrees to defend, indemnify, and hold Processor and all its agents harmless for any losses, liabilities, legal action costs or expenses we incur as a result of any breach of these representations and warranties either intentionally or unintentionally by Client. Client shall cease initiating Entries immediately upon receiving actual or constructive notice of the termination or revocation by the Receiver of authority.

2.4. Regulatory Compliance. Client will use its best efforts, & bears the final responsibility to ensure that Clients policies and procedures meet the requirements of all applicable Rules and Regulations pertaining to ACH Transactions of any kind. Processor is very concerned that Client remains compliant to the rules and regulations regarding ACH and other type transactions. Client is encouraged to consult Clients counsel regarding compliance of authorization and payment procedures whenever there is any doubt about compliance. It is understood that Processor is solely a Data Processor and therein not required to be licensed by any Federal, State or Local government. Processor must and will comply with all rules and regulations governing ACH transactions.

2.5. Identifying Numbers. We may rely solely on identifying numbers provided by you to determine the bank account and other information with respect to a Receiver even if the numbers identify a bank or account holder different from the one Client identified by name. Client will indemnify Processor for any losses, liabilities, costs, or expenses Processor suffers or incurs as a result of incorrect data supplied by Client.

2.6. Settlement and Hold Period Requirements. You agree that we may require you to maintain a minimum balance in your settlement account. You agree that we may require an increase in this amount, or an extension of the hold period as a condition of your continued service. You authorize us to create a reserve in your name to cover any liabilities that may arise. We have the right to increase the amount of this reserve.

3.0 - DEBIT AUTHORIZATION

3.1. Client hereby authorizes EFT Network, Inc., or its designees, to initiate debit and/or credit entries to Clients bank account in accordance with this agreement. EFT Network, Inc.'s authority will remain in full force and effect until either (a) 90 days after EFT Network, Inc. has received written notification from Client of the termination of this agreement to provide EFT Network, Inc. reasonable opportunity to act upon any outstanding liabilities; or (b) all obligations of Client to EFT Network, Inc. that have arisen under this agreement have been paid in full, including, but not limited to, those obligations described in this agreement. This obligation extends to such entries in said account concerning lease, rental, or purchase agreements for P.O.S. terminals and/or accompanying equipment and/or check processing fees and/or guarantee fees. Client understands and agrees that Client bears full liability for any kind of fraudulent transactions processed by the Client.

3.2. Processor's Responsibilities. Submitting entries - Entries shall be submitted to the Processor by the Client using the Processors web site or processors CheckRep Software as provided by the Processor. Entries received by the processor by 5:00 PM EST shall be processed through the contracted third party Processor the same day.

3.3. Accepting Transactions: We are responsible for accepting and processing only those entries that have been received in a proper format and on a timely basis.

3.4. Originating Transactions. Processor will use the information provided by Client to originate Client entries through the ACH. Client understands that Processor may reject Clients Entries for any reason permitted or required in the Rules and Regulation. Client also understands that a Entry may be rejected by Processor or its origination may be delayed if the Entry would cause Processor to knowingly violate any Federal Reserve or other regulatory risk control program or any law or regulation. At Client's request, Processor will make reasonable efforts to reverse or delete an Entry, but Processor will have no responsibility for the failure of Processor or any other person or entity to comply with client request. All requests MUST be in writing and faxed, delivered or mailed to the EFT Network, Inc.

3.5. Returned Entries and NOC's. Processor will apply returned Entries to Clients account when they are received. All returns will be processed and available through Processors web site or CheckRep software or by other means as agreed to by the Processor and the Client.

3.6. Settlement and Finality. (a) We will settle all entries after the pre-established hold period normally five (5) business days from the date the transactions are initially transmitted to the ACH or on a schedule agreed to in writing and made as part of this agreement or at our discretion. (b) Returned Entries Beyond Settlement: Entries not honored by your customer's bank will be debited from your settlement account. In the event there are not sufficient funds in the Account to cover Clients obligations under this Agreement, Client agrees to pay Processor the amount of the deficiency on demand in immediately available funds. Processor may, as a last resort, hold or net settle transactions and or debit any account maintained by Client to recover returned transactions. Any Credit Entries that Client creates will be debited from Clients account in accordance with the hold period prior to the credit being distributed to Client payees accounts. In the event the Debit Entry is returned for any reason, the Credit Entries will be canceled due to the unavailability of funds. (d) Re-presentment, and Lockbox - Client's account will be credited after a pre-agreed hold period, This hold period allows sufficient time for as many returns to be received by Processor as possible before settlement.

3.7. Reports. Processor will provide detailed report of all funds transfers collected as a result of any & all funds transfers. Monthly transaction reports will be delivered to you by email, Fax, U.S. Mail, or on-line reporting via the Internet.

_____ Initials



Terms and Conditions

4.0 - OTHER TERMS AND CONDITIONS

4.1. Pricing and Payment. You shall make payment to us for fees and expenses pursuant to the price and payment terms set forth on Page Two of this agreement. Our fees and expenses will be billed monthly, and/or as agreed to as per Page One of this agreement, and you authorize us to electronically debit your bank account to which your collections are credited or a separate bank account as long as said account remains in good standing. Amounts not collected thirty one days after billing will accrue interest at the rate of 1.5% per month beginning on the thirty first day after billing until paid in full and you agree to pay us a \$25.00 fee for any debits to your account which are not honored.

4.2. Term and Cancellation. This Agreement shall have an initial term of twelve months and shall thereafter automatically renew unless terminated by 90 days advance written notice from one party to the other of this agreement.

4.3. No Warranty. WE MAKE NO WARRANTY, EXPRESSED OR IMPLIED, AND THERE ARE EXPRESSLY EXCLUDED ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WE SHALL HAVE NO LIABILITY WITH RESPECT TO OUR OBLIGATIONS UNDER THIS AGREEMENT FOR CONSEQUENTIAL, SPECIAL, DIRECT, EXEMPLARY, PUNITIVE, OR INCIDENTAL DAMAGES TO YOU OR TO THIRD PARTIES DEALING WITH YOU EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

4.4. Limitation of Actions. No action or proceeding arising out of this Agreement may be brought by us or you more than one year after the cause of action has arisen.

4.5. Independent Contractors. We and you are acting hereunder as independent contractors and under no circumstances shall any of the employees of one party be deemed the employees of the other for any purpose. This Agreement shall not be construed as authority for either party to act for the other party in any agency or other capacity, or to make commitments of any kind for the account of or on behalf of the other, except to the extent and for the purposes provided for herein.

4.6. Arbitration. All disputes between the parties arising out of this Agreement shall be submitted to binding arbitration in Westchester, NY, under the commercial arbitration rules of the American Arbitration Association. The arbitrator's award may be entered in any court having jurisdiction of the parties. Any award may include and award for attorneys fees and costs.

4.7. Notice. All notices required or permitted to be given shall be deemed sufficient if sent by fax, email, or U.S. mail and received at the addresses set forth herein.

4.8. Confidentiality/Restriction on Use of or Disclosure of Trade Secrets. Neither party will disclose to anyone, directly or indirectly, either during the term of this Agreement or at any time thereafter, any trade secrets, or confidential information of the other party or use such information other than in the course of services provided under this Agreement. All documents that we prepare, or any confidential information that might be given to you in the course of our services under this Agreement, are our exclusive property and shall remain in our possession on our premises. Under no circumstances shall any such information or documents be removed without our prior written consent. Processor may advise potential users of the services that Processor has with Client.

4.9. Modification, Term, and Termination. Processor will notify Client in writing of any modification to this agreement. Use of the Processors services after the Client receives the notification of the modification in writing by evidence acceptance of the modifications. Any termination will not affect either parties rights or obligation arising before the termination.

4.10. Damage Waiver. Processor will not be liable to Client for any special, consequential, indirect or punitive damages, whether or not (1) any claim for these damage is based in tort or contract 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.

4.11. Entire Agreement . This Agreement makes up the entire agreement between the parties concerning Processors ACH services. If any provision of this Agreement is deemed unenforceable, the remaining provisions shall remain enforceable. There are no third party beneficiaries of this Agreement. Client means each Client named on the EFT Network, Inc. Processing Agreement and any and all other parties as the contract requires. If there is more than one Client named on the Processing Agreement each and every so named Client is bound by the signing thereof.

4.12. Acceptance. This Agreement and schedule is governed by New York Law and not binding on us until accepted by us at our processing office in New York.

SIGNATURE AND AUTHORIZATION			
• Please PRINT and SIGN this Merchant Application then FAX to Advanced Payment Systems at (770) 947-3397.			
Signature of C/N Officer	Print Name and Title	Print Company Name	Date

The officer(s) signing here have the authority to execute this Agreement in its entirety with Advanced Payment Systems on behalf of the corporation.

BINDING CONTRACT: This contract shall be binding on the parties only upon execution by an authorized representative of Advanced Payment Systems.

SIGNATURE AND AUTHORIZATION - Advanced Payment Systems			
Authorized Advanced Payment Systems Signature	Print Name and Title	Print Company Name	Date

SIGNATURE AND AUTHORIZATION - EFT Network			
Authorized EFT Network Signature	Print Name and Title	Print Company Name	Date

_____ Initials