

ELECTRONIC CHECK SERVICE (ECS) CUSTOM ENROLLMENT FORM / ADDENDUM

Date:	Pricing Quote #:	<input type="checkbox"/> New Location <input type="checkbox"/> Add/Update Service	Rep Name:	Rep Phone #:	Rep Id #:	MSP Short Name (MSP only):
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Merchant Information	Existing MID:	Chain #:
	DBA Name:	DBA Phone #:
	Contact Name (first & last):	DBA Fax #:
	DBA Address:	City, State, Zip:
	Contact Name (First and Last):	Training Phone # (if different):
	Goods or Services Sold:	Federal Tax ID:

1. ANNUAL check volume? \$ _____	2. Average check amount? \$ _____	3. Maximum check amount? \$ _____
Fees: Monthly Minimum \$ _____	Rush Ship \$ _____	Other (Describe) _____ \$ _____

Processing & /Delivery Options	Processing Options (check one):
	<input type="checkbox"/> POP – Image Delivery (select one): <input checked="" type="checkbox"/> POS* or <input type="checkbox"/> None
	<input type="checkbox"/> ARC – Image Delivery (select one): <input checked="" type="checkbox"/> POS* <input type="checkbox"/> CI (Centralized Imaging) <input type="checkbox"/> COI (Cash Office Imaging) <input type="checkbox"/> OI (Outsourced Imaging) <input type="checkbox"/> None
	<input type="checkbox"/> BOC – Image Delivery (select one): <input checked="" type="checkbox"/> POS* <input type="checkbox"/> CI (Centralized Imaging) <input type="checkbox"/> COI (Cash Office Imaging) <input type="checkbox"/> OI (Outsourced Imaging) <input type="checkbox"/> None
	<input type="checkbox"/> WEB: PAYMENT TYPE: _____ – Image Delivery: <input checked="" type="checkbox"/> None* (no image options available for this Processing Option)
	<input type="checkbox"/> TEL – Image Delivery: <input checked="" type="checkbox"/> None* (no image options available for this Processing Option)
	<input type="checkbox"/> WTC: PAYMENT TYPE: _____ – Image Delivery: <input checked="" type="checkbox"/> None* (no image options available for this Processing Option)
	<input type="checkbox"/> PPD – Image Delivery: <input checked="" type="checkbox"/> None* (no image options available for this Processing Option)
	<input type="checkbox"/> CCD – Image Delivery: <input checked="" type="checkbox"/> None* (no image options available for this Processing Option)
	<input type="checkbox"/> COD (Include COD Check Addendum) – Image Delivery: <input checked="" type="checkbox"/> None* (no image options available for this Processing Option)
<input type="checkbox"/> Hold Check (Include Hold Check Addendum) – Image Delivery: <input checked="" type="checkbox"/> None* (no other image options available for this Processing Option)	
Deliver Method (check one): <input checked="" type="checkbox"/> Visa Online* <input type="checkbox"/> EnCircle Online <input type="checkbox"/> Visa Batch <input type="checkbox"/> EnCircle Batch <input type="checkbox"/> Elavon Batch	
* Default unless otherwise noted	

Service Level Selection and Pricing	<input type="checkbox"/> Conversion with Guarantee	Guarantee Rate _____%	Per Transaction \$ _____	<input type="checkbox"/> Collections (include collections agreement)
	<input type="checkbox"/> Conversion with Verification	Per Transaction \$ _____	Per Return Transaction \$ _____	<input type="checkbox"/> Collections (include collections agreement)
	<input type="checkbox"/> Conversion Only	Per Transaction \$ _____	Per Return Transaction \$ _____	<input type="checkbox"/> Collections (include collections agreement)
	<input type="checkbox"/> Combination Service	(Select any two) <input type="checkbox"/> Conversion Only: Transactions from \$ _____ to \$ _____ Per Transaction \$ _____		
		<input type="checkbox"/> Conversion with Verification: Transactions from \$ _____ to \$ _____ Per Transaction \$ _____		
		<input type="checkbox"/> Conversion with Guarantee: Transactions from \$ _____ to \$ _____ Per Transaction \$ _____ Guarantee Rate _____%		
		Per Return Transaction (for all Service Levels) \$ _____		

Other Service Requests	<input type="checkbox"/> Prompts for Driver's License #, ST of License Issuance and Telephone # (If not selected, information must be obtained on check for Guarantee Service)
	<input type="checkbox"/> NSF Service Fee Processing @ \$2.00 per NSF item. (Not applicable for Guarantee Service or ARC transactions) NSF Service Fee Amount: <input checked="" type="checkbox"/> Max Allowed or <input type="checkbox"/> Specified Service Fee Amount \$ _____ (State Max is default) NSF Service Fee Notification Delivery: <input checked="" type="checkbox"/> Electronic or <input type="checkbox"/> Draft (Electronic is default) Specify NSF Resubmission attempts: <input type="checkbox"/> 0 or <input type="checkbox"/> 1 or <input checked="" type="checkbox"/> 2 (2 is default)
	<input type="checkbox"/> Selective Image upload (viaWarp or Batch Check only)
	<input type="checkbox"/> Enquire Reporting Access: # users _____ \$ _____ each per month <input type="checkbox"/> Turn off paper return memo advices (only available if Enquire is selected above)
	<input type="checkbox"/> ATA (Automated Telephone Authorization) \$ _____
	<input type="checkbox"/> Stop Payment

Merchant Acknowledgment	By signing below, Merchant warrants the truthfulness and accuracy of the information provided, agrees to pay the fees set forth herein and agrees to abide by the Terms & Conditions for Electronic Check Services.		
	_____ Signature	_____ Name & Title	_____ Date
	_____ Address (Home)	_____ City, State, Zip	_____ Phone (home)
	_____ Social Security Number		

ELECTRONIC CHECK SERVICES

Terms and Conditions ("T&Cs") for Electronic Check Service ("ECS").

APPLICABILITY OF AGREEMENT. Merchant has requested Servicer to provide Merchant with ECS. Merchant agrees to the following provisions, in addition to the terms and conditions of the Agreement.

1) RULES OF CONSTRUCTION. These T&Cs are intended to complement and are subject to your Agreement. Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement, including the Terms of Service ("TOS") and the ECS Merchant Operating Guide ("ECS MOG") included as a part thereof. Additionally, the terms of the ECS Primer are incorporated into these T&Cs when applicable. In the event of a conflict between these T&Cs and other terms of the Agreement, the terms of these T&Cs shall prevail.

2) ECS RULES AND LAWS. In the course of its acceptance of ECS, Merchant shall comply with and be bound by (a) the ECS Rules, including the ACH Rules, and (b) Laws, including, but not limited to, the Check Clearing for the 21st Century Act and Regulation CC, Article 3 and Article 4 of the Uniform Commercial Code as in effect in the applicable state(s), the Electronic Fund Transfer Act and Regulation E, and the Fair Credit Reporting Act as amended by the Fair and Accurate Credit Transactions Act.

3) ECS FEES. Fees for ECS and Merchant's selection of ECS Service Levels are set forth in the attached ECS Enrollment Form/Addendum ("ECS Enrollment") or in a Schedule to your Agreement.

4) ECS PROCESSING OPTIONS INCLUDED UNDER THE T&CS. ECS supports several Paper Check Conversion and electronic check processing alternatives, as well as Check Replacement Document processing. Merchant shall select the desired ECS processing option(s) on the attached ECS Enrollment. Paper Checks that are not able to be processed electronically may be processed in the form of Check Replacement Documents, as described from time to time in the ECS MOG.

a) POP Transactions. "POP" is used for Paper Check present/Customer present environments, and includes a "point-of-purchase entry" under the ACH Rules. At the time of any POP Transaction when the Customer's Paper Check is scanned and converted into an electronic payment, Merchant shall make available to each Customer a Transaction Receipt as specified in the ECS MOG. Merchant must obtain the Customer's signature on the Transaction Receipt and retain it for at least two (2) years in accordance with applicable ECS Rules. Any Paper Check images retained by Merchant must be stored in a secure manner and in accordance with applicable Law. Telephone, electronic (online), mail, lock box, internet, pre-authorized or other like transactions are expressly prohibited. Merchant shall ensure that Paper Checks issued Approval are either "franked" or marked "VOID" and returned to the Customer, as described in the ECS MOG.

b) BOC Transactions. "BOC" is used for Paper Check present/Customer present environments where Merchant can accept and retain Paper Checks at the point of sale or at a staffed bill payment location for back-office conversion into an electronic payment. "BOC" includes a "back-office conversion entry" under the ACH Rules. Merchant must provide Customer notice at the point of sale that it may convert a Paper Check into an electronic payment and must permit Customers to elect not to have their Paper Check converted, as described in the ECS MOG. At the time of any BOC Transaction when the Customer's Paper Check is received, Merchant shall make available to each Customer a Transaction Receipt/takeaway as specified in the ECS MOG. If Merchant selects a Paper Check Image Option other than Outsourced Image, Merchant must perform image capture and initiate image transfer to Servicer of all Paper Checks within one (1) calendar day of the Transaction date. Merchant is responsible for voiding and destroying Paper Checks after image capture in accordance with ECS Rules.

c) ARC Transactions. "ARC" is used for Paper Check present/Customer absent environments where Merchant receives a Customer's Paper Check via the mail or at a drop-box location, and includes an "accounts receivable conversion entry" under the ACH Rules. Merchant must provide Customer notice that it may convert Paper Checks into electronic payments prior to each Transaction and must permit Customers to elect not to have their Paper Checks converted, as described in the ECS MOG. Paper Check images retained by Merchant must be stored in a secure manner, and in accordance with applicable Law. Merchant is responsible for voiding and destroying Paper Checks after image capture in accordance with ECS Rules.

5) ECS SERVICE LEVELS AVAILABLE UNDER THE T&CS. Merchant shall select an ECS Service Level (the "Service Level") on the attached ECS Enrollment. In the event Merchant fails to select a Service Level, or the Service Level(s) selected is not in compliance with the ECS Rules or is otherwise unavailable, Merchant shall receive ECS Conversion with Verification as described below and in the ECS MOG. All ECS Service Levels include the Conversion of the Customer's Paper Check into an electronic payment under the applicable processing option(s) selected by Merchant. The ECS Service Levels available to Merchant are as follows:

a) ECS Conversion with Guarantee. The Authorization message is routed to the Participant Drawee Bank or a third party Authorizing Agent to authorize the Transaction. The Participant Drawee Bank or Authorizing Agent issues an "Approval" or

"Decline" decision based on access to the Customer's DDA and/or third party risk management database(s). Any Transaction in excess of the maximum Paper Check amount as disclosed in the "Processing Options" section in the ECS Enrollment form is strictly prohibited. The Guarantee processing rate may apply regardless of the Authorization response message received and regardless of whether the Paper Check processed is eligible for the Guarantee as described in the ECS MOG. **THE GUARANTOR, SUBJECT TO ITS OWN CHARGEBACK CRITERIA, BEARS THE RISK OF LOSS IF AN APPROVED, QUALIFYING TRANSACTION IS REVERSED OR OTHERWISE FAILS TO SETTLE.** If Merchant fails to obtain the information required under this Section and the ECS MOG, provides incorrect information and/or falsifies information, Merchant forfeits the ECS Conversion with Guarantee protection for the affected ECS Transaction(s). Merchant is liable for Chargebacks that may result from such failure. If Merchant knowingly provides false information, Merchant will be subject to termination of the ECS, the Agreement, and any other rights and remedies available to a provider of ECS, including, but not limited to, payment of the amount of each Transaction and any damages, costs, loss, penalties, and/or fees related to such ECS Transactions.

b) ECS Conversion with Verification. The Authorization message is routed to the Participant Drawee Bank or a third party Authorizing Agent for verification of the probability that the amount of the Paper Check will be paid, based on information available at the time of the request. The Participant Drawee Bank or Authorizing Agent issues an "Approval" or "Decline" decision based on access to the Customer's DDA and/or third party risk management database(s). **MERCHANT RETAINS THE RISK OF LOSS IF THE TRANSACTION IS REVERSED OR OTHERWISE FAILS TO SETTLE.**

c) ECS Conversion Only. The Authorization message is routed to the Participant Drawee Bank or an Authorizing Agent to determine if the Paper Check contains a valid ABA Routing Number and account number at the time of the request and is eligible for ECS. No additional risk decisioning is made for acceptance of the Transaction. **MERCHANT RETAINS THE RISK OF LOSS IF THE TRANSACTION IS REVERSED OR OTHERWISE FAILS TO SETTLE.**

d) ECS Conversion with Verification and Collections and ECS Conversion Only with Collections. The Transaction Authorization process and risk allocation is as described above under the applicable Service Level, but Servicer automatically submits Transactions returned for insufficient or uncollected funds to a third-party collection agency. Merchant must enter a separate contract with the collection agent designated to perform this service in order to collect the amount(s) owed to Merchant in connection with an ECS Transaction.

6) PAPER CHECK IMAGE OPTIONS. For qualifying Merchants, the following options may apply:

a) POS with Image. If Merchant elects to receive POS with Image services on the ECS Enrollment, Merchant shall scan the Paper Check at the point of sale to initiate an image transfer to Servicer. Merchant must use a certified Check Reader/Imager integrated with or attached to an approved POS Device. Merchants must use POS with Image service in connection with POP and ARC Transactions. Merchants electing BOC processing on the ECS Enrollment will be setup for POS with Image as their Paper Check image capture service unless another image capture option is selected on the ECS Enrollment.

b) Cash Office Image (COI). If Merchant elects to receive COI services on the ECS Enrollment, Merchant shall retain all Paper Checks issued Approval and within one (1) calendar day from the Transaction Approval date, Merchant shall scan the Paper Checks to initiate an image transfer to Servicer. Merchant must utilize a certified COI Check Reader/Imager with stacking capabilities interfaced to Image Software or Third Party Image Software. (The term "Image Software" means the software application provided to Merchant by Servicer pursuant to a separate agreement. The term "Third Party Image Software" means any software provided to Merchant by a third party or developed internally by Merchant to be used with COI or CI services that has been certified by Servicer or its agent to be compliant with Servicer's specifications.)

c) Outsourced Image (OI). If Merchant elects to receive OI services on the ECS Enrollment, Merchant and Servicer shall arrange for delivery of physical Paper Checks from Merchant locations to third party image capture locations designated by Servicer. Servicer or its agent will scan the Paper Checks and send the images to the ECS image archival host.

d) Centralized/Enterprise Image (CI). If Merchant elects to receive CI services on the ECS Enrollment, Merchant shall retain and consolidate at a Merchant centralized location all Paper Checks issued Approval and, within one (1) calendar day from the Transaction Approval date, Merchant shall scan the Paper Checks at the centralized location to initiate an image transfer to Servicer. Merchant must utilize a certified high speed imager interfaced with Image Software or Third Party Image Software.

7) MERCHANT'S RESPONSIBILITIES.

a) In the event Merchant accepts for ECS any Paper Check that is ineligible as specified in the ECS MOG for any reason, such Transactions are subject to Chargeback. Merchant may be liable for the face value of the Paper Check and any actual damages related to or arising out of processing a Transaction that has been charged back. Merchant should consult with an attorney regarding its rights and responsibilities in connection with the ECS.

b) Merchant shall cause a POS Device to be readily available for use at all applicable Merchant locations.

c) Merchant shall be solely responsible for providing Customers with notifications and disclosures in connection with ECS, including, but not limited to, posting all POS signage and distributing all Customer takeaways and all notices and disclosures required to be provided under the ECS Rules and Laws.

d) Merchant may use the ECS only in connection with the presentment and acceptance of a Paper Check in payment for goods or services or for an obligation owed, and only in compliance with the ECS Rules. Merchant shall be the sole user of the ECS, and Merchant may not resell or otherwise transfer any portion of ECS (or any associated information) in whole or in part to any other person.

e) Merchant represents and warrants with respect to all ECS Transactions accepted and processed by Servicer that the Customer has duly authorized the debiting of their account in accordance with Laws, the Transaction represents an obligation of the person who is tendering the Paper Check, and the ECS Transaction is for merchandise actually sold or rented, for services actually rendered, or for an amount due and owing from Customer to Merchant, in each case for the actual price of such merchandise or services (including tax) or for the actual amount due and owing to Servicer. Merchant represents and warrants that no portion of any ECS Transaction involves any element of credit.

f) Subject to the restrictions provided herein and in the Agreement, including the ECS MOG, Merchant shall support all ECS Transactions applicable to Merchant.

g) Paper Check Conversion and submission for Authorization must be performed by Merchant at the POS, at the time of the Transaction, if Merchant has selected either the ECS Conversion with Guarantee or ECS Conversion with Verification Service Level. If Merchant has selected the ECS Conversion Only Service Level, Merchant may submit Authorizations at the POS, at the time of the Transaction, or may follow the Batch procedures described in the ECS MOG.

h) Merchant may not use ECS for returns or refunds, as ECS does not support this function. Merchandise returns or refunds must be handled outside ECS by direct negotiation between Merchant and the Customer.

i) Merchant is responsible to Servicer for any Transaction charged back by Servicer or its agent in accordance with the Agreement, including the ECS MOG, plus any fines or penalties permitted by under Laws or the ECS Rules. Merchant agrees to immediately pay to Servicer or its agent (by means of debit or set-off initiated by Servicer or its agent, submission of payment by Merchant, or otherwise, at the sole option of Servicer) an amount equal to the amount of the ECS Transaction that is stopped, not settled, or charged back, as well as any related fees and charges.

j) Merchant must fully cooperate with all parties in the resolution of Customer disputes, as well as Chargebacks, returns, adjustments, representations and errors in accordance with the ECS Rules and Laws.

k) In the event that Merchant does not elect the ECS Conversion with Guarantee Service Level, or individual ECS Transactions did not receive proper Authorization to be eligible for the Guarantee or were otherwise charged back by Servicer or a Guarantor, Merchant is responsible for all ECS Transactions that are stopped or otherwise are not settled.

l) If Merchant elects the ECS Conversion with Guarantee Service Level, Merchant shall cooperate with Customers to avoid stopped ECS Transactions and Customer disputes not protected by the Guarantee.

m) Merchant will not disclose to third parties any information related to ECS Transactions including, but not limited to, Customer DDA information, driver's license number, telephone number, or social security number except as specified in the Agreement, including the ECS MOG. Merchant shall keep all such information confidential and secure, in accordance with the Agreement and Laws.

n) Merchant does not have the right to use ECS data for any purpose other than to support the ECS itself.

o) Merchant must treat all ECS documents, including, but not limited to, the Agreement, including the ECS Rules, the ECS MOG, the ECS QRG and ECS collateral material as confidential and proprietary information and protect it with the same degree of care as it would protect its own confidential and proprietary information and as further specified in the Agreement.

p) Merchant's Agreement and use of the ECS may be terminated immediately by Servicer for failure to comply with the terms of these T&Cs, the Agreement and Laws.

q) Merchant must use commercially reasonable procedures to verify the identity of each Customer.

r) Except as supplemented herein, the Agreement remains unaltered and in full force and effect.

8) EXECUTION AND DELIVERY OF ECS ENROLLMENT. Delivery of executed counterparts of the ECS Enrollment may be effected by facsimile transmission and a signed facsimile or copy of the ECS Enrollment shall constitute a signed original.

9) USE OF THIRD PARTY SERVICE PROVIDERS. Merchant acknowledges that certain portions of ECS may be provided to Merchant by a third party service provider under contract with Servicer.