

Sales code \_\_\_\_\_ Phone 800-988-6221 Fax 800-961-2219 Start Date \_\_\_\_\_

Global Check 266 S Magnolia ave. #201 El Cajon, Ca 92022 (GCS) and the undersigned merchant agree as follows:

**1. TERM.** The term of this agreement shall be annual beginning on the date GCS accepts the agreement and issues the merchant's ID number. This contract renews for an annual period at the end of each term unless GCS receives a written cancellation notice from the merchant before the annual anniversary date. If this contract is canceled prior to the end of term, monthly and minimum fees for the remaining months of the then current term will become immediately due. The Merchant shall receive fee schedule and operating instructions prior to contract inception from the representative and via mail or fax from GCS afterwards. If the fee schedule received from GCS differs from section 5, subsequent use of service constitutes acceptance of schedule by merchant.

**2. ARCNET 90 CONVERSION:** GCS will convert checks processed through the ARCNET interface into electronic debits/credits on the date specified by the merchant up to 90 days from the sale date. The merchant agrees to process all checks received when first presented using the instructions provided by GCS. ARCNET 90 conversion is subject to the following conditions.

- 2.1 Unless otherwise noted, merchant account deposits occur 24 to 72 hours from batch closing. Batch closing occurs on the date specified in the transaction.
- 2.2 Deposits made by GCS to the merchant will be the total check amount minus fees due for the conversion and or guarantee service and prior charge backs, if any.
- 2.3 If a customer's check written to the merchant is charged back to GCS for any reason the merchant will respond to GCS information requests within 3 days. Deposits may be held back or reversed to cover a charge back until guarantee status of the charge back is determined. The merchant guarantees the availability of funds to cover charge backs. If a check is guaranteed, payment is subject to section 3.12.
- 2.4 A check approval done with the customer physically present will include a signed authorization by the account holder per GCS instructions.
- 2.5 Monetary limits may be set for single check and or daily total amounts. These limits may include additional time to deposit beyond 72 hours without prior notice.
- 2.6 The merchant is required to follow instructions given by GCS or it's representatives. Any charge back due to failure to follow instructions may not be guaranteed.
- 2.7 In the event of agreement termination by either party funds due merchant may be held and or debited from merchant's account to cover potential charge backs.
- 2.8 The merchant will notify customer s prior to converting their checks to debits and permit those customers to opt out upon request.
- 2.9 Original checks in the merchant's possession shall be destroyed after fourteen days have lapsed from the check's settlement date.
- 2.10 The merchant will reasonably cooperate with agents or employees of GCS in the recovery process of returned items.
- 2.11 An approval given by the terminal does not guarantee funds availability. The merchant shall use the same due diligence to minimize losses as they would without the use of a check processing service. The merchant shall not process checks which give a reasonable suspicion of, not being negotiable, being counterfeit, not presented by the account holder, being temporary, or any other circumstance that would result in a returned item.
- 2.12 The merchant agrees to abide by and be bound to the rules and regulations of NACHA or any entity who has regulatory authority as it relates to this service.

**3. GUARANTEE:** GCS will purchase returned ARC conversion checks drawn on U.S. institutions for the face value which conform to the following and % per check listed below not being 0.00.

- 3.1 Per instructions supplied to the merchant, the approval code given by the terminal indicates the check is a guaranteed item.
- 3.2 The merchant processed the check to settle on the date specified by the customer's hand written date on the check.
- 3.3 The requirements of the customer ARC agreement have been met.
- 3.4 The check must be made payable to the business name by the account holder for purchase of goods/services sold in the normal course of business.
- 3.5 The customer's name (a person) and physical address must be imprinted on the check with the customer's signature, amount, and date legibly filled in.
- 3.6 The full day time telephone number, drivers license or state issued ID number, and ID expiration date must be legibly written on the check.
- 3.7 If the merchant accepts subsequent payment in any form for a dishonored check in full or part including but not limited to cash, check, service performed, or return of item dishonored check was written for from anyone other than GCS, the merchant will immediately notify GCS of received payment.
- 3.8 Checks that are two party, signature irregular, GCS declined, previously bank returned, stop, temporary, counterfeit, stolen, for cash, authorization revoked, not authorized, checks suspected at the time of sale to be nonnegotiable, and when the overall check return rate exceeds 10% monetarily may not be guaranteed.
- 3.9 The merchant shall provide GCS with reasonable information pertaining to any check when requested including but not limited to customer ARC agreement, proof of customer's income, copies of signed authorization slips, and copies of checks within the time limits specified in the request.
- 3.10 Guarantee limits and acceptance parameters will be set upon commencement of service and may be adjusted during the term of the contract. The limitations and parameters are based on merchant's business type, location, average/low/high check amounts, and the total dollar value of monthly check returns over time.
- 3.11 Any or all checks may be charged back if it is discovered the merchant committed any dishonest acts related to this service.
- 3.12 The payment of a claim will occur in one of the following methods dependent on return rate, age of merchant agreement, and merchant's compliance with instructions. The item may not be charged back. The item may be paid on or about the 10<sup>th</sup> or 25<sup>th</sup> of the month the claim was received in.

**4. STATEMENT:** Activity statements are available via the Internet at [www.globalcheck.com](http://www.globalcheck.com) 24/7. Statements will be provided via mail upon request.

**5. FEE SCHEDULE: All GCS fees are contained herein and are billed and debited by GCS Inc. only.**

**One time installation/application \$495.00 One time marketing material \$25.00** due upon contract acceptance by GCS.

% per check Transaction Monthly fee Minimum Customer ARC fee

**ARC Conversion**

**No part of this document may be waived or altered.** The monthly fee and minimum fee is due at the end of each month for the prior month or portion thereof. A percent per check and per check inquiry may be charged on each check processing attempt. Percent per check is the face value of the check times '% PER CHECK' above. Monthly minimum is the minimum amount charged each month for percent per check and per check inquiry combined on all checks processed. Monthly fee and remaining monthly minimum fees will be debited on or about the first of each month for the prior month's activity. Customer ARC fee is charged to merchant's customer per Customer ARC agreement. Merchant grants GCS irrevocable authority to debit fees due from the merchant's bank account as is necessary to perform this agreement from the date signed to a date that is either ninety days after the last transaction or end of term, which ever is greater. GCS may initiate credit entries to merchant for payments on checks received. A ten dollar fee will apply to each debit rejected by merchant's bank. Other fees if any will be preceded with a 10 day or longer advance written notice. Both parties agree the jurisdiction and venue shall be San Diego county California for legal disputes if any arising from this agreement. GCS shall not be liable for items lost in mail service.

OWNER NAME: \_\_\_\_\_ BUSINESS NAME: \_\_\_\_\_  
(Printed)

SIGNATURE/DATE: \_\_\_\_\_ / \_\_\_\_\_ LOCATION ADDRESS: \_\_\_\_\_

SSN: \_\_\_\_\_ CITY / STATE / ZIP: \_\_\_\_\_

Average/Low/High check \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ PHONE / FAX (\_\_\_\_) \_\_\_\_\_ (\_\_\_\_) \_\_\_\_\_

Product or service sold \_\_\_\_\_ E-mail Address \_\_\_\_\_

PLEASE INCLUDE A COPY OF A VOIDED BUSINESS CHECK

MERCHANT TO RETAIN YELLOW COPY