



**221 Broadway, Ground Floor, - Amityville, NY 11701 - Toll Free: 866-691-0666 - Fax: 866-353-9748**

In order to begin and complete the Creative Cash Flow Solutions Online Merchant Application, you must meet the following requirements:

- Yes, I am authorized to submit this application.       Yes, I am over 18 years of age

**Contact Information**

Name:	<input type="text"/>	Email Address:	<input type="text"/>
Company Name:	<input type="text"/>	ISO Code:	<input type="text"/>
Phone Number:	<input type="text"/>	ISO Agent Code:	<input type="text"/>

**Schedule of Service Fees - Check by phone, Internet Checks, Recurring Payments**

Application Fee:	<input type="text"/>	ACH Transaction Fee:	<input type="text"/>
Set up Fee:	<input type="text"/>	ACH NSF Return Item Fee:	<input type="text"/>
License Fee:	<input type="text"/>	ACH Administrative Return Fee:	<input type="text"/>
API for Internet:	<input type="text"/>	Consumer Transaction Inquiry (per call)	<input type="text"/>
Monthly Virtual Processing Terminal:	<input type="text"/>	ACH Reversal Fee:	<input type="text"/>
ACH / Draft Discount Fee:	<input type="text"/>	SpeedChex ATM Verification (optional):	<input type="text"/>

**Schedule of Service Fees - Check 21 "Accounts Receivable Conversion"**

Initial Set-Up:	<input type="text"/>	ACH Transaction Fee:	<input type="text"/>
High Speed Scanner TS220:	<input type="text"/>	ACH NSF Return Item Fee:	<input type="text"/>
Single Check Scanner Magtek:	<input type="text"/>	ACH Administrative Return Fee:	<input type="text"/>
Monthly Virtual Processing Terminal:	<input type="text"/>	ACH Reversal Fee:	<input type="text"/>
IRD Image Per Transaction Fee:	<input type="text"/>	Centralized Return Fee:	<input type="text"/>

**Corporate Information**

Corporation Name:	<input type="text"/>	State:	<input type="text"/>
Corporation Address:	<input type="text"/>	ZIP/Postal Code:	<input type="text"/>
City:	<input type="text"/>	Country:	<input type="text"/>

Signature of Primary Officer:

Date:



### DBA Information

If operating under a DBA, please complete the following. If not, check "Same as Corporate"

Same as corporate

Corporation Name:	<input type="text"/>	State:	<input type="text"/>
Corporation Address:	<input type="text"/>	ZIP/Postal Code:	<input type="text"/>
City:	<input type="text"/>	Country:	<input type="text"/>

### Primary Contact

Primary contact is the person whom Creative Cash Flow Solutions should contact regarding business correspondence.

Merchant Contact:	<input type="text"/>	Contact Email:	<input type="text"/>
Corporate Phone#:	<input type="text"/>	Ext.:	<input type="text"/>
Corporate Fax#:	<input type="text"/>	Ext.:	<input type="text"/>
Location Phone#:	<input type="text"/>	Ext.:	<input type="text"/>
Company Website:	<input type="text"/>		
Business Description:	<input type="text"/>		

### General Business Information

Federal Tax ID:	<input type="text"/>	Hours of Operation:	<input type="text"/>
State Tax ID:	<input type="text"/>	Ownership:	<input type="text"/>
DUNS:	<input type="text"/>	Number of Locations:	<input type="text"/>
Date Established:	<input type="text"/>	Number of Employees:	<input type="text"/>

### Business Type

Use of ACH:	<input type="text"/>	Business Type:	<input type="text"/>
Describe how you plan to use ACH in your business. For example: Monthly Fees, New Sales, Membership Dues, etc..		Products / Services Sold:	<input type="text"/>

### Sales Statistics

Existing or projected sales averages

Average Ticket:	<input type="text"/>	High Monthly Volume:	<input type="text"/>
Weekly Sales Volume:	<input type="text"/>	Annual Sales Volume:	<input type="text"/>
Weekly Check Volume:	<input type="text"/>	High Ticket:	<input type="text"/>

### Advertising Method

How do you advertise your product / services? Check ALL that apply

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> Yellow Pages Ad | <input type="checkbox"/> Catalog          | <input type="checkbox"/> Direct Mail / Brochure |
| <input type="checkbox"/> TV/Radio        | <input type="checkbox"/> Telephone        | <input type="checkbox"/> Newspaper / Magazine   |
| <input type="checkbox"/> Referral        | <input type="checkbox"/> Internet / Email |   |

Signature of Primary Officer:

Date:

X

## Request Transaction Limits

Known or estimated dollar volumes by SEC Code.

**Type: PPD** Per Trans:  Per Day:  Per Month:  Comments:

PPD - Prearranged Payment or Deposit Entry - Must have signed authorization. Used when issuing debits and/or credits to/from Personal Checking/Savings Accounts.

**Type: ARC** Per Trans:  Per Day:  Per Month:  Comments:

ARC - Accounts Receivable Entry - Must have given consumer prior notification that check is going to be converted. Used when converting a personal paper check received in the mail to an electronic ACH item. Corporate checks can not be converted.

**Type: RCK** Per Trans:  Per Day:  Per Month:  Comments:

RCK - Re-presented Check Entry - Must have given consumer prior notification that check is going to be converted if returned. Used when converting a returned personal paper check to an electronic ACH item for resubmission. Corporate checks can not be converted.

**Type: CCD** Per Trans:  Per Day:  Per Month:  Comments:

CCD - Cash Concentration or Disbursement - Must have signed authorization. Used when issuing debits and/or credits to/from Corporate Checking Accounts.

**Type: WEB** Per Trans:  Per Day:  Per Month:  Comments:

WEB - Internet Initiated Entry - Must have logs showing approval. Used when issuing debits from Personal Checking/Savings Accounts where the authorization was obtained and account information provided over the Internet by the consumer.

**Type: POP** Per Trans:  Per Day:  Per Month:  Comments:

POP - Point of Purchase Entry - Used when issuing debits from checking/savings accounts where the consumer was present during creation of transaction and point of purchase.

**Type: TEL** Per Trans:  Per Day:  Per Month:  Comments:

TEL - Telephone Initiated Entry - Authorization must be recorded and kept on file. Not available for recurring transactions. Used when issuing debits from Personal Checking/Savings Accounts where the authorization was obtained and account information provided over the telephone.

## Bankruptcy

Have any Principals filed Personal / Business Bankruptcy during the last 10 years?

Yes  No If Yes, please explain:

## Primary Officer / Owner

Name:  Social Security Number:

Residence Address:  Date of Birth:

City:  Phone#:  Ext.:

State:  Email address:

ZIP/Postal Code:  Title:

Country:  Ownership:

Signature of Primary Officer:

Date:

X

### Secondary Officer / Owner

Name:	<input type="text"/>	Social Security Number:	<input type="text"/>		
Residence Address:	<input type="text"/>	Date of Birth:	<input type="text"/>		
City:	<input type="text"/>	Phone#:	<input type="text"/>	Ext.:	<input type="text"/>
State:	<input type="text"/>	Email address:	<input type="text"/>		
ZIP/Postal Code:	<input type="text"/>	Title:	<input type="text"/>		
Country:	<input type="text"/>	Ownership:	<input type="text"/>		

### Trade Reference 1

Company:	<input type="text"/>	Phone#:	<input type="text"/>	Ext.:	<input type="text"/>
Contact Person:	<input type="text"/>	Email address:	<input type="text"/>		

### Trade Reference 2

Company:	<input type="text"/>	Phone#:	<input type="text"/>	Ext.:	<input type="text"/>
Contact Person:	<input type="text"/>	Email address:	<input type="text"/>		

### Trade Reference 3

Company:	<input type="text"/>	Phone#:	<input type="text"/>	Ext.:	<input type="text"/>
Contact Person:	<input type="text"/>	Email address:	<input type="text"/>		

### Bank Information

Please enter your Business Checking information below. This will be used to request a bank rating.

Bank Name:	<input type="text"/>	ZIP/Postal Code:	<input type="text"/>		
Address:	<input type="text"/>	Country:	<input type="text"/>		
City:	<input type="text"/>	Phone#:	<input type="text"/>	Ext.:	<input type="text"/>
State:	<input type="text"/>	Fax#:	<input type="text"/>	Ext.:	<input type="text"/>

### Account Information

Please enter the Routing / ABA Number and Account Number you wish to have your settlement funds debited/credited from/to.

Account Name:	<input type="text"/>	Routing#:	<input type="text"/>
		Account#:	<input type="text"/>

### Display Settings

The following information is transmitted with each transaction and is shown on the Customers bank statement.

Company Name:	<input type="text"/>	Agenda Information:	<input type="text"/>
Example: TheFurnStore, ABCAlarmCo, etc.(maximum 16 characters)		Example: Product Sold, Reason for Debit, etc. Not always used. (maximum 30 characters)	
Signature of Primary Officer:		Date:	

## Customer Service

The following information is given to customers (or Banks) if they call the Creative Cash Flow Solution Customer Service phone number, inquiring about an ACH transaction on their bank statement.

Customer Service Phone#:  Ext.:

Contact Email:  Website:

## Transaction Status Change Info

Our system will notify you via email on transaction status changes in real-time (ex.: a NSF return will send you a real-time email of who bounced a check)

Name:  Email Address:

Name:  Email Address:

Name:  Email Address:

## Website

Please confirm that your website contains the following:

- |  |  |
|--|--|
| <input type="checkbox"/> Complete description of the goods or services offered | <input type="checkbox"/> Customer service contract, including electronic mail address and telephone number |
| <input type="checkbox"/> Returned merchandise and refund policy                | <input type="checkbox"/> Privacy Policy  |

### AS TO ACH ELECTRONIC FUNDS TRANSFER SERVICES:

You, the Merchant(s) (Receiver(s)) named in the Merchant Service Agreement, would like us, Creative Cash flow Solutions (CCFS), or our authorized Agent, to provide you Automated Clearing House (ACH) services as a Third Party Processor of CCFS transactions. These transactions will be placed through a bank with whom we have a relationship, who will be acting as the Originating Depository Financial Institution (ODFI). We will debit money (Debit Entry) for the purpose of collecting Automatic Payments from the accounts of your Merchants (Check Writers) and/or credit money (Credit Entry) for the purpose of paying your accounts receivable 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 CCFS transactions. The terms of this Agreement do not limit your obligation to comply with the Rules. "Entry" or "Entries" shall mean either a Credit Entry or a Debit Entry. To provide CCFS services according to the Rules and Regulations, CCFS and you agree as follows:

### Merchant Responsibilities Authorization

You will obtain authorization from your Check Writers prior to debiting and/or crediting their account. You will maintain records of the authorization as necessary to resolve disputes. The authorization must be maintained by you for a period of two (2) years after the termination of the authorization, or for the period specified by the Rules. CCFS reserves the right to audit all accounts. Without proper authorization your funds can be frozen indefinitely.

### Submitting Entries

(A) On line merchants will create a file containing Entries in a format acceptable to CCFS. You may electronically transmit your file to CCFS Host Processing System or deliver the file to CCFS during CCFS' business hours, as in (B) below. (B) All other merchants will fax or mail signed authorization forms in a format acceptable to CCFS.

### Representations

You represent and warrant that with respect to all Entries we originate for you that (i) each Check Writer has authorized the debiting and/or crediting of its account (ii) each Entry is for an amount agreed by the Check Writer and (iii) Entry is in all other respects properly authorized. You agree to indemnify us for any losses, liabilities, costs or expenses we suffer or incur as a result of any breach of these representations and warranties. If you receive notice that any pre-notification has been rejected, you will not initiate any entry until the cause for rejection has been corrected and another pre-notification has been submitted and accepted. You shall cease initiating entries immediately upon your receiving actual or constructive notice of the termination or revocation of authority.

### Identifying Numbers

You understand that we may rely solely on identifying numbers provided by you to determine the bank and account of Check Writer even if the numbers identify a bank or account holder different from the one you identified by name. You will indemnify us for any losses, liabilities, costs or expenses we suffer or incur as a result of an incorrect account or other identification.

### Regulatory Compliance

Merchant bears the final responsibility to ensure that the Merchant's policies and procedures meet the requirements of the Rules and Regulations. CCFS is very concerned that there are no problems with compliance. Merchant is encouraged to consult Merchant's counsel regarding compliance of authorization and payment procedures whenever there is any doubt about compliance of Erroneous or Unauthorized Transfers. You agree to regularly and promptly review all entries and other communication sent to you and to immediately notify CCFS if you discover any discrepancy between your records and those provided by CCFS, the ODFI or your bank, or with respect to any transfer that you believe was not authorized by you. If you fail to notify CCFS within 14 calendar days after the date that CCFS mails or provides a statement of account or other report of activity to you, you will be responsible for all losses or other costs associated with any erroneous or unauthorized transfer.

By signing below, I hereby state that my Company and/or the individual officers of my Company, or any Company or individual using my processing relationship with Creative Cash Flow Solutions, or its processing center are have now and have been in the past, part of any investigation or action, by the Federal Trade Commission, FBI, or U.S. Postal Authority or any other governmental authority whether inside or outside the jurisdiction of the United States..

Furthermore, I agree I have performed or will perform, within seven (7) business days, an investigative and criminal background check on any company or individual using my processing relationship with CCFS or its processing center.

I agree to inform CCFS immediately with any negative information about a company that is using CCFS's processing services through my Company. I agree to immediately stop processing through my Company any additional business from said company under question, until CCFS can make a determination on the viability of that company's relationship with CCFS. I also agree and understand that the withholding of said information could be harmful to CCFS, or its processing center and my company will be liable to CCFS for any or all damages.

Indemnification : You hereby indemnify and agree to protect, defend and hold harmless CCFS and the Bank, and their officers, officials, agents, employees and counsel and their respective heirs, administrators, executors, successors and assigns (each of the foregoing a "Indemnified Party"), from and against, any and all losses, liabilities, claims, damages, interest, judgments, costs, or expenses, including without limitation fees and disbursements of counsel, incurred by any of them arising out of or in connection with or by reason of this Agreement, the ACH/Drafts, the provision of the Services hereunder, or any breach of your representations, warranties or covenants set forth herein (collectively, "Losses"), except only that you shall not be required to indemnify any Indemnified Party for any Losses to the extent such Loss is finally determined by a court of competent jurisdiction to have arisen solely out of the gross negligence or willful misconduct of such party. All obligations provided shall survive any termination of this Agreement and the Services or the closing of the Merchant Account and the Rolling Reserve Account and Long Term Reserve Account

Signature of Primary Officer:

Date:

X

**CCFS Responsibilities**

**Accepting Transactions**

- (A) CCFS will accept on line entries in the CCFS format via electronic transmission on a 24-hour basis, or office delivery during normal business hours of CCFS.
- (B) CCFS will accept all other entries via facsimile on a 24-hour basis, or office or mail delivery during normal business hours of CCFS.
- (C) Merchant does not have the right to cancel or amend an entry after submission to the ACH.

**Originating Transactions**

CCFS will use the information provided by you to originate your Entries to the ACH. You understand that we may reject your Entries for any reason permitted or required in the Rules or Regulations. You also understand that your Entry may be rejected by us or its origination may be delayed if the Entry would cause us to violate any Federal Reserve or other regulatory risk control program or any other law or regulation. At your request, we will make reasonable efforts to reverse or delete an Entry but we will have no responsibility for the failure of ourselves or any other person or entity to comply with your request. All requests MUST be made in writing and faxed, delivered or mailed to CCFS.

**Returned Entries and Notices of Change (NOC)**

CCFS will apply returned entries to your account when they are received. (A) Return Items report will be delivered to you by CCFS the day there is activity to report. CCFS is responsible for correcting all NOC's received. CCFS will then create and make available to you a report containing the detailed information about the return entries. (B) Your agreement with CCFS is that you will not initiate Entries until such time as the NOC information has been received and records have been updated to include the NO Conformation. CCFS shall have no obligation to retransmit an Entry if the original transmission was not in compliance with these Terms and Conditions. If you request that the returned item be retransmitted, CCFS may do so in accordance with the Rules. You agree to pay any cost associated with retransmission.

**Method of Transfer**

We will transfer all funds to a custodial account at our ODFI. We will hold the funds until all preliminary returns have cleared and then the funds will be transferred to the Financial Institution and Account of your choice. The standard hold period is 4 banking days which may be extended. We can reduce the holding time upon written guarantee of the funds by your Financial Institution. CCFS reserves the right to place a longer hold period on the funds should questionable activity occur, or in the event that Originator's return rate increases significantly enough to warrant a longer hold period or as required by law.

**Settlement and Finality**

After the hold period for Debit Entries has expired, we will credit your Account by the amount but this credit will not be final until we have available funds. If any Debit Entry is returned to us (in a timely manner as described in the NACHA rules), we will debit the Account for the amount of the returned item plus fees and costs incurred by CCFS. In the event there are not sufficient funds in your Account to cover your obligations under this Agreement, you agree to pay us the amount of the deficiency on demand in immediately available funds. CCFS may debit any account maintained by you without further notice to or approval from you. Any Credit Entries that you create will be debited from your account in accordance with the hold period prior to the credit being distributed to your payees' accounts. In the event that the debit entry is returned for any reason, the credit entries will be cancelled due to the unavailability of funds.

**Limits of Liability**

CCFS will be responsible for our performance of the ACH services as a Third Party in accordance with the terms of this Agreement, and the Rules and Regulations. We cannot, however, accept responsibility for errors, acts or failures to act of others, including, and among other entities, banks, communications carriers or clearing houses through which Entries may be originated or we receive or transmit information, and no such entity shall be deemed our agent. We, of course, also cannot be responsible for any loss, liability or delay caused by fires, earthquakes, wars, civil disturbances, power surges or failures, acts of government, labor disputes, failures in communication networks, legal constraints or other events beyond our control.

CCFS will not be responsible for any loss, delay, cost or liability which arises, directly or indirectly, in whole or in part, from: your actions or omission, negligence or breach of any agreement with; any ambiguity, inaccuracy or omission in any instruction or information provided to CCFS; accidents, strikes, labor disputes, civil unrest, fire, flood, water damage (e.g., from fire suppression systems), tele-communications disruption, or acts of God; or the actions of others or causes that are beyond CCFS's reasonable control.

CCFS will not be responsible under any circumstances for special, indirect, or consequential damages which you incur as a result of CCFS's actions or omissions, even if CCFS is aware of the possibility for such damages. CCFS's liability and your remedy for actual costs and losses resulting from CCFS's actions and/or omissions during any 12-month period, whether the claim is in contract or tort, will not exceed three times's average monthly charge for the Service. Any claim, action or proceeding by you to enforce the terms of this Agreement or to recover for any Service-related loss must be commenced within one year from the date that the event giving rise to the claim, action or proceeding first occurs. You agree to cooperate with CCFS's in any loss recovery efforts CCFS's might undertake to reduce any loss or liability that arises in connection with your Services.

You acknowledge that CCFS's Service fees have been established in contemplation of: these limitations on CCFS's liability; your agreement to review statements, confirmations, and notices promptly and to notify CCFS immediately of any discrepancies or problems; and your agreement to assist CCFS in any loss recovery effort.

**AS TO CHEX COLLECT®™ SERVICES:**

The undersigned certifies the accuracy of all the foregoing information, and authorizes Bank or other investigative agency employed by Chex Collect®™ to investigate the reference given to Chex Collect®™ or statements or other data contained herein obtained from Merchant or from other persons, pertaining to the Merchant's credit, financial responsibility or accuracy of any of the foregoing information. Merchant further agrees to notify Chex Collect®™ of any and all changes, which may occur from time to time, in the information and statements contained herein.

Merchant hereby agrees to obtain a written authorization for any applicable return fee, before submitting a return check item to for processing. By placing authorization language acceptable to on any invoice, remittance advice, check acceptance Agreement, contract or similar document, which has been signed by Customer. Your PAID CHECKS will be electronically ACH deposited for FREE (e-mail address required), or check below.

This Agreement is between the above named Merchant and CCFS. This Agreement constitutes the only Agreement between the parties and all prior negotiations, agreements and understandings, whether oral or written are therefore superseded. No modification or amendment of this Agreement shall be effective unless in writing and signed by all parties. The Officer signing below certifies that he/she is authorized and empowered to execute this Chex Collect®™ Merchant Agreement on behalf of Merchant and to bind Merchant to the terms and conditions stated herein

1. Merchant authorizes Chex Collect to represent all return check items forwarded to Chex Collect by Merchant or Merchant's bank(s); this program is subject to a \$2,500.00 per check face value limit in accordance with the RCK Rules of NACHA. In such event as a check forwarded to Chex Collect exceeds the \$2500.00 value limit, Chex Collect will proceed immediately to Secondary Collection, if so authorized by the Merchant in this contract.
2. Merchant authorizes Chex Collect®™ to originate an electronic debit for a separate return fee and amount posted by the Merchant and agreed by the check writer. This fee shall not exceed the maximum amount allowed by applicable state laws.
3. Merchant agrees to complete a return item authorization form provided by Chex Collect®™ and forward to the bank(s) utilized by Merchant so that all returns shall be forwarded to Chex Collect®™ after first presentation.
4. Merchant agrees to display notices supplied to Merchant by Chex Collect®™ at all point of sale locations at all times.
5. All represented and collected check items shall become due and payable to the Merchant, The Merchant shall be paid weekly for all items processed and cleared the previous week.
6. Chex Collect®™ will be allowed sixty (60) days from the date of receipt of a return check item to complete their electronic re-presentation process. If this Agreement is terminated for any reason, Chex Collect will retain the right to complete their electronic re-presentation process for all returned check items forwarded to Chex Collect®™ prior to say termination. Agrees to forward all return fees to Chex Collect®™
8. Chex Collect®™ will pay the Merchant 100% of the face value of the check or a percentage equal to the amount collected if partial payments are received. Chex Collect®™ will pay Merchant weekly for all check amounts collected and released the previous week.
9. CCFS does not guarantee the collection or payment of any return item presented to Chex Collect®™ for electronic representation. Further, Chex Collect®™ makes no representation or warranty as to the collectivity or validity of any return item.
10. Chex Collect®™ retains the right to refuse to process any transaction submitted by Merchant.
11. All disputes between Merchant and its customers relating to a check transaction shall be settled between Merchant and said customer. Merchant agrees to indemnify and hold Chex Collect®™ harmless from any claim, liability, loss or expenditure resulting from Merchant's actions or in-actions, including but not limited to failing to obtain written authorizations or post notices as required by this Agreement. Notwithstanding the foregoing, Chex Collect®™ agrees to indemnify and hold Merchant harmless from any claim, liability or loss by Chex Collect®™ actions or in-actions while processing return check items from Merchant.
12. All transactions covered by this Agreement are governed by the National Automated Clearing House Association's Operating Rules, Regulation CC and E established by the Federal Reserve Board, UCC Article 4, The Electronic Funds Transfer Act and other applicable laws and regulations.
13. If Chex Collect®™ is unable to electronically recover your returned check in accordance with the RCK Rules of NACHA within the sixty (60) days allowed as per sub-paragraph 6 herein, then Chex Collect®™ will automatically activate our Secondary Collection process, unless you have checked your disapproval in the box provided at the bottom of the first page of the Merchant Service Agreement.

Signature of Primary Officer:

Date:

X

14. Secondary Collection includes instituting our collection activity through one of our affiliated collection agencies in the first instance, and if the check remains uncollected after sixty (60) days, then referral to a collection attorney who has the ability to commence lawsuit in the home state of the check writer. While this Agreement authorizes referral to an attorney for collection, no relationship of attorney-client can be created without a written attorney engagement agreement between Merchant and the attorney so engaged.\*

15. If it is necessary to engage an attorney to commence a lawsuit, Chex Collect<sup>®</sup>™ can provide an attorney for you at no additional fee, as the attorney's fee will be included in the collection fees outlined below. While collection fees for Secondary Collection are contingent and not paid by Merchant unless an actual recovery is completed, any and all legal disbursements, court costs, and expenses shall remain the sole obligation of the Merchant and must be paid whether a recovery is completed or not.

16. These legal disbursements, court costs and expenses will be debited from the Merchant's account in accordance with the Merchant Approval signed by you on the first page of the Merchant Service Agreement.

17. Contingency fees for Secondary Collections are 15% for checks over 1 year old.

18. If Merchant fails to comply with any term of this Agreement or any applicable laws or regulations cited in this Agreement, then Chex Collect<sup>®</sup>™ may terminate this Agreement immediately by giving notice to Merchant.

19. Either party to this Agreement may cancel this Agreement.

20. Chex Collect<sup>®</sup>™ may change the terms of this Agreement at any time by giving Merchant ten (10) days notice of said change. If Merchant does not agree to the change then Merchant may cancel this Agreement.

21. The laws of the State of New York shall govern this Agreement.

**OTHER TERMS AND CONDITIONS:**

Pricing and payment. Your account will be debited an recurring annual fee of  in the beginning of each calendar year. We will notify you in writing of and you agree to pay promptly, the fees we establish from time to time for our Services. Your current rate is on the reverse hereof for CCFS funds transfer, pre-note, returned item or change item. Additionally, there is a monthly access fee which is stated on the reverse hereof. A \$25.00 fee will be assessed if our debit to your account is returned. There are no additional fees for data storage. You agree that we may obtain payment for these fees and any other amounts due us under this Agreement by debiting your Account. CCFS shall have, and you acknowledge that CCFS has, the right to set off against any amount payable by CCFS to you under any provision of this Agreement, any amounts owed CCFS by you, or any damages sustained by CCFS as a result of your violation, breach or non-performance of your obligations under this Agreement.

**Governing Law**

This Agreement is governed by, and shall be construed under, the law of the State of New York, without regard for the principles and conflicts of law.

**Arbitration**

Any dispute between us shall be submitted to binding arbitration, to be conducted pursuant to the Rules of the American Arbitration Association. Any award may include an award for reasonable attorney's fees and costs.

No Jury Trial . You and CCFS each waive any right to request a jury trial in the event any claim is brought with respect to this Agreement, its interpretation or enforcement.

**Agreement Modification, Term and Cancellation**

We will notify you in writing before we modify this Agreement. Your use of the CCFS services after any such modification will evidence your acceptance of the modifications. You or we may cancel this Agreement at any time by written notice as provided below. Any cancellation will not affect your or our rights or obligations arising before the termination or cancellation.

**Damage Waiver**

We will not be liable to you and you will not be liable to us for any special, consequential, indirect or punitive damages, whether or not (i) any claim for these damages is based on tort or contract or (ii) we or you knew or should have know the likelihood of these damages in any situation. We make no representations or warranties other than those expressly made in this Agreement.

**Entire Agreement**

This Agreement makes up the entire Agreement between you and us concerning our ACH services. If any provisions of this Agreement are deemed unenforceable, the remaining provision will still be enforceable. The word "you" in this Agreement means each Merchant named on the reverse hereof, and/or all such Merchants, as the context requires. If there is more than one Merchant named on the reverse hereof, the person signing this Agreement for all of you has the power to bind each of you.

**Continuing Guaranty**

For valuable consideration, the officers named and executing the Merchant Service Agreement (hereinafter called Guarantor(s) unconditionally guarantee and promise to pay CCFS or order, on demand, in lawful money of the United States, any and all indebtedness. The word "indebtedness" is used herein in its most comprehensive sense and includes any and all advances, debt, charge-backs for any reasons, and liabilities of Merchants or any one or more of them previously incurred, now existing or hereafter made, incurred or created, whether voluntary or involuntary. Guarantor(s) waive any right to require CCFS to:

- (a) proceed against individuals;
- (b) proceed against or exhaust any security for originators' indebtedness; or
- (c) pursue any other remedy in CCFS' power whatsoever

Guarantor(s) waive any defense arising by reason of any act or omission of the Merchant and/or the Guarantor(s) in any legal action by CCFS to recover an indebtedness. Guarantor(s) shall have no right of subrogation, and waive any right to enforce any remedy, which CCFS now has or may hereafter have against individuals, and waive any benefit of, and any right to participate in any security now or hereafter held by CCFS. Guarantor(s) waive all presentments, demand for performance, notices of non-performance, protests, notices of dishonor, and notices of acceptance of this Guaranty and of the existence, creation, or incurring of new or additional indebtedness. In the event CCFS consults a lawyer or incurs any cost or expenses in connection with enforcing this Guaranty, or otherwise as a result of any transaction(s) arising out of or related to this Guaranty, Guarantors agree to pay all such costs, expenses and reasonable attorneys' fees.

**Individual Guaranty**

As a primary inducement to Processor and Bank to enter into this Agreement, the undersigned Guarantor(s), by signing this Agreement, jointly and severally, unconditionally and irrevocably, personally guarantee the continuing full and faithful performance and payment by Merchant of each of its duties and obligations to Processor and Bank under this Agreement or any other agreement currently in effect or in the future entered into between Merchant or its principals and Processor or Bank, as such agreements now exist or are amended from time to time, with or without notice. Guarantor(s) understand further that Processor or Bank may proceed directly against Guarantor(s) without first exhausting their remedies against any other person or entity responsible to it or any security held by Processor and Bank or Merchant. This guarantee will not be discharged or affected by the death of the undersigned, will bind all heirs, administrators, representatives and assigns and may be enforced by or for the benefit of any successor of Processor and Bank. Guarantor(s) understand that the inducement to Processor and Bank to enter into this agreement is consideration for the guaranty, and that this guaranty remains in full force and effect even if the Guarantor(s) receive no additional benefit from the guaranty.

**Corporate Resolution**

The indicated officer(s) identified below have the authorization to execute the MERCHANT Processing Agreement on behalf of the here within named corporation. MERCHANT UNDERSTANDS THAT THIS AGREEMENT SHALL NOT TAKE EFFECT UNTIL MERCHANT HAS BEEN APPROVED AND A MERCHANT NUMBER IS ISSUED.

**Cancellation**

This Merchant Agreement shall become effective upon the date the Merchant is assigned and issued a Merchant Account Number (the "Effective Date"). CCFS will advise Merchant in writing of such Merchant Account Number. The initial term ("Initial Term") shall commence on the Effective Date and shall continue in force for three (3) calendar years after it becomes effective (the "Initial Term") and shall thereafter automatically renew for additional one-year terms, unless at least thirty (30) days prior to expiration of the then existing term a written notice of termination (to be effective at the expiration of the then existing term) is given either by Merchant to Bank and CCFS or by Bank or CCFS to Merchant, unless sooner terminated in accordance with the provisions of this Merchant Agreement. Notwithstanding anything in this Merchant Agreement to the contrary, the parties hereby further agree and acknowledge that in addition to any other remedies contained in this Merchant Agreement or otherwise available under applicable law, if (a) Merchant breaches this Merchant Agreement by improperly terminating it prior to the expiration of the Initial Term; or (b) if this Merchant agreement is terminated by Bank and CCFS prior to the expiration of the Initial Term due to any Event of Default by Merchant, then in either event, Bank and CCFS will suffer a substantial injury. Accordingly, after giving due consideration to the costs that Bank and CCFS may incur by reason of such early termination, including without limitation those incurred in processing the Merchant application and approving Merchant for the Services, and in an effort to liquidate in advance the sum that should represent such damages the parties have agreed that Merchant shall pay, as liquidated damages, the sum of your average discount rate charged, or your monthly minimum whichever is greater, for the remainder of the months left up to \$5,000. Termination of this agreement in the first ninety days will result in an early termination fee of \$395.

**Investigative Report**

An investigative or Consumer Report may be made in connection with the applications. Applicants authorize CCFS or any credit bureau or any credit reporting agency employed by CCFS or any agents of CCFS to investigate the references given or any other statements or data obtained from Merchant, or any of the principals, for the purpose of this application.

Signature of Primary Officer:

Date:

X

**Security Deposit**

In the event a security deposit or "Reserve" is required, these funds will be held by CCFS for sixty (60) days beyond the date of the last item processed by CCFS on your behalf. These funds will be used by CCFS to offset any returned items or charge-backs that occur after the termination of this Agreement. In the event the reserve or security deposit is not sufficient to cover the items that are returned after the termination of this Agreement, CCFS will debit your account(s) for the amounts owed.

**Re-evaluation**

CCFS reserves the right to re-evaluate the Merchant after the initial approval of this Application.

**Binding Agreement**

This Agreement shall be binding on the parties only upon execution by an authorized representative of CCFS.

**Termination or Suspension of Service:** You understand and agree that CCFS may terminate or suspend the Service immediately without prior notice at any time and from time to time. Without limitation of the foregoing, you understand that CCFS may suspend or terminate the Service if: (a) you breach any agreement, representation, warranty or covenant with CCFS or the Bank; (b) CCFS has reason to believe an unauthorized transaction has taken or may take place involving any of your accounts or Service; (c) you become insolvent or the subject of a bankruptcy, receivership, or dissolution proceeding; (d) CCFS is uncertain as to any person's authority to give CCFS instructions regarding your account or the Service; (e) CCFS has directed the Bank to withdraw funds from either the Rolling Reserve Account or Long Term Reserve Account in accordance with the provisions hereof, and such funds have not been restored thereto within three (3) business days (f) IF Reversals exceed 2.5% The foregoing represents examples for CCFS circumstances in which CCFS may terminate or suspend Service, but do not limit CCFS's right to terminate such Service at any time for any reason or for no reason at all. termination or suspension of Service by CCFS shall not affect your obligations hereunder or under the Bank Agreements, and CCFS shall have no liability on account of such termination

CCFS USE ONLY

Signature of Primary Officer:

Date:

X

Demand Draft Approval - Document Checklist

Fax documents to Creative Cash Flow Solutions: 866-353-9748. Fill out & sign documents:

- I have Completed the Web-Based Merchant Applications
- I have Downloaded and Printed the Completed Application
- I have included marketing materials or they are posted on my website
- I Have Included a Copy of Customer Authorization (if applicable)
- I Have Signed & Dated each page of the application
- I Have Included a Voided Business Check
- I Have Included a Legible Copy of Driver's License or Passport
- I Have Included the Business License and/or Articles of Incorporation

Paper Draft Options

- I have mailed in the book of my corporate deposit slips
- Next Day Deposit (No Charge) - Bank of America, Chase, Citi (Bank Account on File)
- First Class Mail (No Charge)
- USPS 2 Day \$5.00 per shipment
- Next Day Deposit (\$5.00 per deposit)
- Bill my DHL Acct#:  FedEX Acct#:   1 Day  2 Day

ACH Electronic Check Approval - Additional Documents Needed

- I Have Included Two Previous Months Bank Statements
- I Have Included a Previous ACH and/or Credit Card Statements for the Previous Two Months  
Required for Merchants Currently Originating ACH and/or Credit Card Transactions
- I have Mailed and Faxed Originals of Application & Agreement to:

Fax: 866-353-9748

Mailing Address:

Creative Cash Flow Solutions  
221 Broadway, Ground Floor  
Amityville, NY 11701  
USA

I understand that the approval per item limit, hold period, and reserve amount required (if any), will be determined by CCFS, I certify that the information provided in this application is true and correct to the best of my knowledge.

This agreement includes all the terms and conditions . The merchant acknowledges reading same and agrees that the terms and conditions are incorporated herein by reference and is part of this Merchant Service Agreement. All transactions will take place with the most recent ACH rules posted at www.NACHA.org.

Signature of Primary Officer:

Date:

X

# Bank Account Verification Form for Merchant Services

## Section A. Must be executed by authorized representative of Merchant

Merchant Name:  State:   
Address:  ZIP:   
City:

## Bank Account Information

Routing# (9 digits)  Account #:

I authorize you to release the following information requested by ACH Direct, concerning my bank account with your bank

Yes  No

Merchant Signature  Date:   
Name (Print)  Title:

## Section B. Must be completed by bank representative

Routing#, (if different) - (9 digits)  Does the account accept ACH credits and debits?  Yes  No

Type of Account:  Personal Checking  Business Checking  Savings  
Is the account:  Open  Closed

Bank Representative Signature  Phone#:  Ext.:

Bank Representative Name (Print)  Date:

Yes  No

**Please fax form to (888) 353-9748 Attn: Account Verification**

A **bank or teller stamp** must be placed in this section to verify the information on this page.