

Check & Gift Card Services | Addendum



Merchant DBA: _____

Agent Name: _____

ISO ID#: 6539

Check Services Programs	<input type="checkbox"/> Check 21+ POS Guarantee <input type="checkbox"/> Check 21+ POS Non-Guarantee	<p>For all Check 21+ program types: All Non-Guarantee Checks \$10,000 and greater, an additional premium of .10% (ten basis points) will be applied. Merchant must retain check - Do not return to consumer.</p>	Average Check Amount: \$ _____ Maximum Check Limit: \$ _____ Estimated Monthly Check Volume: \$ _____
	<p>Face-to-Face Transactions</p> Discount Rate _____ % Transaction Fee \$ _____ Monthly Service \$ _____ Monthly Minimum \$ _____ Return Fee \$ _____ Monthly Check 21+ Access \$ _____ Check 21+ Virtual Terminal \$ _____ (if applicable)	<input type="checkbox"/> POS Guarantee Conversion Verification, Conversion, Guarantee Discount Rate _____ % Transaction Fee \$ _____ Monthly Service \$ _____ Monthly Minimum \$ _____ Virtual Terminal \$ _____	Terminal: _____ Quantity: _____ Check Reader /Imager: _____ <p>Note: Check 21+ requires an imager that is capable of imaging both sides of check. See Equipment Compatibility for supported equipment.</p> Check 21+ Virtual Terminal: _____ Website _____ Address: _____ Email _____ Address: _____
<p><input type="checkbox"/> Payroll Cashing Option</p> <p>Guarantee: Add 3% premium to discount rate Non-Guarantee: Add 1% premium to discount rate.</p> <p><input type="checkbox"/> Check 21+ Remote Guarantee <input type="checkbox"/> Check 21 + Remote Non-Guarantee</p> <p>Consumer Not Present Transactions</p> Discount Rate _____ % Transaction Fee \$ _____ Monthly Service \$ _____ Monthly Minimum \$ _____ Return Fee \$ _____ Monthly Check 21+ Access \$ _____ Check 21+ Virtual Terminal \$ _____ (if applicable)	<input type="checkbox"/> POS Conversion Verification, Conversion, Non-Guarantee Discount Rate _____ % Transaction Fee \$ _____ Monthly Service \$ _____ Monthly Minimum \$ _____ Virtual Terminal \$ _____		

Gift & Loyalty Card Service Programs	Discount Rate: _____ % Monthly Service per Location: \$ _____ Transaction Fee: \$ _____ Setup Card Cost: \$ _____ Reorder Cost: \$ _____ \$5.00/month inactivity fee if no processing for 90 days. Shipping (Charged to Merchant): <input type="checkbox"/> Next Day <input type="checkbox"/> Ground <p>NOTE: A separate TID# is required for each POS workstation or terminal. (1) TID is included per location. NOTICE: A \$1.50 fee per terminal will be billed monthly for all additional TID# issued for terminal or POS software.</p>	<p>Package</p> <input type="checkbox"/> Introduction 30 (DBA name only printed on cards.) <p>NOTE: Loyalty program not available with Introduction Package.</p> <input type="checkbox"/> Predesigned 100 <input type="checkbox"/> Custom 100 (artwork required) <input type="checkbox"/> Predesigned 500 <input type="checkbox"/> Custom 1000 (artwork required) <input type="checkbox"/> Logo 100 (artwork required) <input type="checkbox"/> Logo 1000 (artwork required) Card Text: _____ (Predesigned packages only) _____ Optional 2 lines for Phone Number, Website, etc. <input type="checkbox"/> A-La-Carte Custom or Logo Cards Only Gift Cards: _____ \$ _____ = \$ _____ Card Carriers: _____ \$ 0.20 = \$ _____ Custom Card Carriers: _____ \$ _____ = \$ _____ Marketing Kit: _____ \$ 12.50 = \$ _____ Metal Countertop Display: _____ \$ 14.95 = \$ _____ Total = \$ _____																			
	<p>Program Type</p> <input type="checkbox"/> Gift Card <input type="checkbox"/> Loyalty Card (addendum required) Terminal Application: <input type="checkbox"/> Retail <input type="checkbox"/> Restaurant # of Terminals: _____ POS Software: _____ Version: _____ # of Workstations: _____ Terminal Type: _____ <input type="checkbox"/> GETI Install (POS Addendum required. Software install fee \$175 per location. See compatibility chart) <input type="checkbox"/> Dealer Install Card Conversion: <input type="checkbox"/> Database Conversion Import Fee: Free up to 1,000 cards (\$0.30/card after) <input type="checkbox"/> Physical Card Conversion Encoding Fee: Free up to 1,000 cards (\$0.25/card after) <input type="checkbox"/> Merchant Training & Download, Optional (\$25/Location billed to Sales Office)	<p>Predesigned & Logo Card Designs</p> <table style="width:100%;"> <tr> <td><input type="checkbox"/> Salon</td> <td><input type="checkbox"/> Flowers</td> </tr> <tr> <td><input type="checkbox"/> Spa</td> <td><input type="checkbox"/> Rose</td> </tr> <tr> <td><input type="checkbox"/> Swirls</td> <td><input type="checkbox"/> Color Bags</td> </tr> <tr> <td><input type="checkbox"/> Parchment</td> <td><input type="checkbox"/> Blue Present</td> </tr> <tr> <td><input type="checkbox"/> Cafe</td> <td><input type="checkbox"/> Pizzeria</td> </tr> <tr> <td><input type="checkbox"/> Restaurant</td> <td><input type="checkbox"/> Red Bow</td> </tr> <tr> <td><input type="checkbox"/> Diner</td> <td><input type="checkbox"/> Yellow</td> </tr> <tr> <td><input type="checkbox"/> Red</td> <td><input type="checkbox"/> Blue</td> </tr> <tr> <td><input type="checkbox"/> White</td> <td><input type="checkbox"/> Green</td> </tr> <tr> <td><input type="checkbox"/> Black</td> <td></td> </tr> </table> <p>NOTE: Marketing Kit NOT included per physical location. Camera-Ready artwork (PDF, JPG, TIF) can be emailed to Art@GiftCardTraining.com or provided on CD with the application.</p>	<input type="checkbox"/> Salon	<input type="checkbox"/> Flowers	<input type="checkbox"/> Spa	<input type="checkbox"/> Rose	<input type="checkbox"/> Swirls	<input type="checkbox"/> Color Bags	<input type="checkbox"/> Parchment	<input type="checkbox"/> Blue Present	<input type="checkbox"/> Cafe	<input type="checkbox"/> Pizzeria	<input type="checkbox"/> Restaurant	<input type="checkbox"/> Red Bow	<input type="checkbox"/> Diner	<input type="checkbox"/> Yellow	<input type="checkbox"/> Red	<input type="checkbox"/> Blue	<input type="checkbox"/> White	<input type="checkbox"/> Green	<input type="checkbox"/> Black
<input type="checkbox"/> Salon	<input type="checkbox"/> Flowers																				
<input type="checkbox"/> Spa	<input type="checkbox"/> Rose																				
<input type="checkbox"/> Swirls	<input type="checkbox"/> Color Bags																				
<input type="checkbox"/> Parchment	<input type="checkbox"/> Blue Present																				
<input type="checkbox"/> Cafe	<input type="checkbox"/> Pizzeria																				
<input type="checkbox"/> Restaurant	<input type="checkbox"/> Red Bow																				
<input type="checkbox"/> Diner	<input type="checkbox"/> Yellow																				
<input type="checkbox"/> Red	<input type="checkbox"/> Blue																				
<input type="checkbox"/> White	<input type="checkbox"/> Green																				
<input type="checkbox"/> Black																					

Notice Merchant Acceptance

This Agreement includes all of the terms and conditions contained on the front and ATTACHED RECITALS of this Agreement. This Agreement has been executed on behalf of and by the authorized management of each party as of the date below. Merchant authorizes GETI or any credit reporting agency by GETI or agent of GETI, to make whatever inquiries that GETI deems appropriate to investigate, verify or research references, statements or data obtained from MERCHANT for the purpose of this application for accompanying POS terminal(s) or equipment financing.

Personal Guarantee: to induce and in consideration of GETI acceptance of the Electronic Check Transfer portion of this Agreement, the undersigned (herein referred to as "Guarantor") unconditionally, personally, individually, jointly and severally guarantees performance of the MERCHANT's obligations under this Agreement and payment of all sums due thereunder and hereby continues to personally indemnify GETI for any and all funds due from MERCHANTS under the terms of this Agreement.

ACH Debit/Credit Authorization: MERCHANT hereby authorizes BANK in accordance with this Agreement to initiate debit/credit entries to MERCHANT's checking account, as indicated per the attached copy of a voided check from same. The authority is to remain in full force and effect until (a) bank has received written notification from merchant of its termination in such a manner as to afford BANK reasonable opportunity to act on it, and (b) all obligations of MERCHANT to BANK/GETI that have arisen under this agreement have been paid in full.

All information contained on this application was completed by owners and/or officers of MERCHANT and they warrant that all check information and sales volume indicated throughout this application are accurate and acknowledge that any variance to this information could result in delayed and/or withheld settlement of funds as well as the loss of all guarantee privileges of all checks. No blank spaces were left incomplete. N/A or none has been filled in any spaces where applicable. This Agreement shall not be binding or take effect until MERCHANT has been approved by a GETI officer and a Merchant Number has been issued with check limit and guarantee limit.

MERCHANT AGREED AND ACCEPTED:
 I have read and agree to the terms of this Agreement.

_____ Date _____

Authorized Merchant Signature

CORPORATE RESOLUTION FOR CORPORATIONS AND LLC'S:
 The officer(s) identified have the authority to execute the Check Services Agreement with GETI on behalf of the corporation or LLC

_____ Date _____

Authorized Officer's Signature/Title

Voiced check from checking account and a copy of Business License must accompany this agreement.

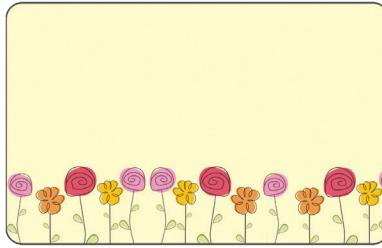
Application Approved by: _____ Official GETI use only Title: _____ Date: _____

Staple Check Here

PreDesigned and Logo Card Options



Salon



Flowers



Spa



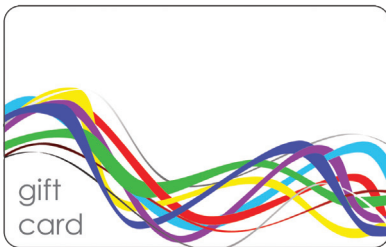
Red Bow



Blue Present



Rose



Swirls



Color Bags



Parchment



Cafe



Pizzeria



Restaurant



Solid Color Card Options:
Yellow, Red, Blue,
White, Green, Black



Diner

Text colors available for PreDesigned cards: Black, White, Silver, Gold, Blue, Red
Optional: Visit www.giftcardstudio.com to preview or submit your design.

Merchant Rights and Responsibilities: Gift & Loyalty Card Service

ALL INFORMATION CONTAINED ON THIS APPLICATION WAS COMPLETED BY OWNERS AND/OR OFFICERS OF MERCHANT AND THEY WARRANT THAT ALL ACCOUNT INFORMATION AND SALES VOLUME INDICATED THROUGHOUT THIS APPLICATION ARE ACCURATE AND ACKNOWLEDGE THAT ANY VARIANCE TO THIS INFORMATION COULD RESULT IN DELAYED AND/OR WITHHELD SETTLEMENT OF FUNDS. NO BLANK SPACES WERE LEFT INCOMPLETE. *NA* OR *NONE* HAS BEEN FILLED IN ANY SPACES WHERE APPLICABLE. THIS AGREEMENT SHALL NOT BE BINDING OR TAKE EFFECT UNTIL MERCHANT HAS BEEN APPROVED BY A GETI OFFICER AND A MERCHANT NUMBER HAS BEEN ISSUED.

GETI has developed the GETI prepaid service. The service together with its related software and documentation integrates with various retail store locations and provides a prepaid/stored value tracking system for anonymous customer activity at the retail business. The service shall hereinafter be referred to as the GETI Gift prepaid. MERCHANT desires to initially purchase processing for GETI Gift prepaid and desires GETI to service those cards. NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and other good and valuable consideration, GETI and MERCHANT agree as follows:

TERMS AND CONDITIONS

I. GETI'S LICENSE

- a. GETI hereby grants to MERCHANT the right to use the GETI product at its specified locations. Further, MERCHANT agrees that GETI shall be the exclusive store value /prepaid processing provider of MERCHANT during the term of this Agreement and that each GETI Gift Card issued will contain an account number and magnetic stripe encoded to GETI's specifications.
- b. If MERCHANT fails to perform any of its obligations hereunder or shall commit an act of bankruptcy within the meaning of the Federal Bankruptcy Act or if the bankruptcy, receivership, insolvency, liquidation, or other similar proceeding shall be instituted by MERCHANT on all or any part of its property, GETI may terminate the limited license granted in this Section I immediately upon written notice. No payments made to GETI by MERCHANT hereunder shall be refunded to it; and the obligations of MERCHANT under this Agreement shall survive any termination thereof.

II. FEE, PAYMENTS AND OBLIGATIONS

- a. MERCHANT shall pay a transaction fee for any instance the terminal dials in to the system, a discount fee, and a monthly service fee as per the schedule of fees on page one. Examples of transaction fees that will be charged as per fee schedule of this agreement include: Issuance (per card regardless if issuance is single or group), Purchase (redemption), Balance Inquiry, Add Value, Void, Transfer, Clerk Maintenance, Reports. MERCHANT shall pay a network compliance fee up to \$4.00 per month, and an annual subscription fee up to \$59.95 per year. MERCHANT agrees that GETI will assess up to \$25.00 for each NSF chargeback. MERCHANTS using POS software must submit a POS Installation Form and POS software users shall pay a five (\$5.00) dollar monthly fee for phone support. POS Software support calls exceeding the three call limit shall be billed at a rate of ten (\$10.00) dollars per call (refer to the POS Software section of SERVICE PROVIDED). Applicable shipping charges will be assessed for all reorders. MERCHANT shall pay a unload report fee if merchant requests in writing to receive a report detailing cards in issuance and current balances. Unload reports can be provided on a monthly basis for a monthly fee of five (\$5.00) or a one-time report can be provided for a one-time fee of ten (\$10.00) dollars. MERCHANT shall pay a plate change fee for any design change on reorders. Actual plate change rates are listed on the appropriate program reorder forms. MERCHANT shall pay a monthly inactivity fee of five (\$5.00) dollars after 90 days of no activity. MERCHANT may select to convert previously issued cards to the new processor and shall pay a fee for conversion of card database of previously issued cards. Rush conversion is available and will be added to the conversion cost. Refer to the Gift Card Conversion Worksheet for further information and conversion rates.
- b. MERCHANT must promptly notify GETI in writing of any dispute regarding fees under this Agreement. MERCHANT'S written notice must include: (i) MERCHANT name and account number; and (ii) the dollar amount and description of the disputed fees. Such written notice must be received by GETI no later than ninety (90) days after the disputed fees have been paid by MERCHANT or charged to MERCHANT'S account by GETI. MERCHANT'S failure to so notify GETI will waive and bar the dispute.
- c. Payment for the service of all GETI cards ordered by MERCHANT shall be in advance and concurrent with the MERCHANT'S signed GETI Service Agreement. See cost of set-up, card reorders, and training and download fees under the schedule of fees section on page one.
- d. GETI reserves the right to block MERCHANT'S access to related processing equipment and/or software in the event any related GETI Prepaid Service fees or charges result in a chargeback or return of any kind from MERCHANT'S designated account.
- e. GETI reserves the right at all times to unilaterally change all or part thereof, or any other terms of this Agreement upon written notice to MERCHANT.

III. PROMOTIONAL MATERIALS AND REPRESENTATIONS CONCERNING GETI'S SERVICE

- a. From time to time, GETI may design educational and promotional materials and send such to MERCHANT for MERCHANT to distribute or display. MERCHANT further agrees to immediately remove and properly dispose of GETI's stale promotional materials and to display the most current materials upon receipt of such from GETI. MERCHANT will discontinue the use of all of GETI's promotional materials and properly remove said materials upon receipt of written notification of suspension or termination of this Agreement. In the event of suspension, MERCHANT shall redisplay appropriate materials upon receipt of written verification of resumption of service by GETI.
- b. MERCHANT shall make no use of GETI's promotional materials or marks, other than as set forth in paragraph (a) above, without GETI'S prior written consent. In no way shall the MERCHANT indicate that GETI's services are an endorsement of the MERCHANT, its business or its business practices.

IV. EQUIPMENT AND SOFTWARE

- a. MERCHANT shall furnish each outlet, retail location, or business entity with compatible terminal or approved POS software. GETI shall assign each MERCHANT'S terminal or virtual terminal an identification number. MERCHANT is responsible for all telecommunication fees and charges, including but not limited to telephone fees, associated with and related to the use of the terminal. MERCHANT shall maintain all equipment related to GETI Gift Prepaid processing in good working order at MERCHANT'S expense. MERCHANT shall advise GETI immediately in the event of a breakdown of related equipment, software, or of any other system failure. Moreover, GETI's approval of such equipment does not constitute nor express an implied warranty, representation or endorsement of such equipment.
- b. MERCHANT agrees to utilize only equipment approved by GETI for the processing of GETI Gift Prepaid transactions and in a format and medium of transmission acceptable to GETI.
- c. Any improvements or modifications requested by MERCHANT and performed by GETI (or its affiliated Information Technology Partners) will be agreed to by both parties in writing. All such enhancements shall remain the sole property of GETI (or GETI's partners). All costs for said services shall be covered under a separate agreement.

V. SERVICE PROVIDED

GETI will provide the following facilities and capabilities to MERCHANT:

- a. **AUTHORIZATION:** GETI will provide authorization of a GETI Card Program transaction requested and initiated by the retail location via a dial telephone network. GETI will respond to each request with an approval or decline.
- b. **ONLINE REPORTING:** GETI will provide periodic reports to enable MERCHANT to monitor and manage the program implemented at each of its affiliated retail store locations. MERCHANT will have access to a web site secured with a username and password.
- c. **CUSTOMER SERVICE (Help Desk):** GETI provides a telephone Help Desk, which will be used for response to MERCHANT and/or CONSUMER inquiries and for receiving notifications of problems, defects, and malfunctions.
- d. **RESPONSE TIME:** GETI agrees to provide to MERCHANT an estimated resolution time within forty-eight (48) hours of the time a problem, which materially impacts MERCHANT'S operation, is reported.
- e. **SUPPORT:** GETI agrees to establish support for problem diagnosis and to provide file transfer capabilities for downloading and uploading software. MERCHANT agrees to install a GETI approved device on their premises.
- f. **POS SOFTWARE SUPPORT:** MERCHANTS using POS software must submit a POS Installation Form and POS software users shall pay a monthly fee for software support. POS Software support is limited to three calls per month and MERCHANTS shall be charged for calls exceeding the three call limit (refer to FEE, PAYMENTS AND OBLIGATIONS section).
- g. **VIRTUAL TERMINAL:** The virtual terminal is an optional service that provides MERCHANT the ability to issue cards, add value, void transactions, and redeem cards on the virtual terminal.

VI. ADDITIONAL SERVICES

- a. **ACH POOLING:** If MERCHANT has submitted the ACH Pooling Agreement addendum then MERCHANT wishes GETI also to provide ACH Pooling services to MERCHANT. If MERCHANT has not submitted the appropriate addendum, MERCHANT is not entitled to such services. If MERCHANT elects the ACH Pooling service, MERCHANT agrees that GETI will move funds associated with GETI Card Program to/from the account MERCHANT has designated on the ACH Pooling Agreement and the ACH Pooling Agreement Terms and Conditions also apply.
- b. **LOYALTY SERVICES:** If MERCHANT has submitted the Loyalty Addendum then MERCHANT wishes GETI also to provide Loyalty Card services to MERCHANT. If MERCHANT has not submitted the appropriate addendum, MERCHANT is not entitled to such services. If MERCHANT elects Loyalty Card services, MERCHANT agrees that GETI will award points or dollar value as outlined in the Loyalty Addendum.
- c. **GIFT CARD CONVERSION:** If MERCHANT has submitted the Gift Card Conversion Worksheet then MERCHANT wishes GETI also to provide Card Conversion services to MERCHANT. If MERCHANT has not submitted the appropriate Worksheet, MERCHANT is not entitled to such services.

VII. AUTHORITY OF PARTIES

Each party represents and warrants that it is a corporation duly authorized, validly existing, and in good standing under the laws of the jurisdiction under which it is incorporated and the execution of this Agreement is valid, binding, and enforceable in accordance with its terms.

GETI hereby reserves the right to use MERCHANT'S custom card artwork for promotional purposes.

VIII. WARRANTY/LIMITATIONS OF REMEDY

GETI warrants that any maintenance or other services rendered to MERCHANT in accordance with the terms of this Agreement will be performed in a professional manner by qualified personnel. **EXCEPT FOR THE WARRANTY STATED IN SECTION (a), GETI MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES FOR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

a. LIMITATION OF LIABILITY AND MERCHANT'S WAIVER OF DAMAGES.

- i. **Force Majeure:** GETI shall not be responsible for delays, nonperformance, damages, lost profits or other losses caused directly or indirectly by any Act of God, including, without limitation, fires, earthquakes, tornadoes, hurricanes, wars, labor disputes, communication failures, legal constraints, power outages, data transmission loss or failure, incorrect data transmission or any other event outside the direct control of GETI.
- ii. MERCHANT must examine all statements relating to this Agreement, and promptly notify GETI in writing of any dispute regarding fees owed to GETI. MERCHANT'S written notice must include: (i) MERCHANT name and account number; and (ii) the dollar amount and description of the disputed fees. Such written notice must be received by GETI no later than ninety (90) days after MERCHANT received from GETI the periodic statement of fees that includes the disputed fees. MERCHANT'S failure to so notify GETI of a dispute regarding any component of the statement and fees owed will waive and bar the dispute.
- iii. GETI shall be responsible for performance of the services as a third-party provider in accordance with the terms of this Agreement. GETI shall not be responsible for any other person's or entity's errors, acts, omissions, failures to act, negligence, or internal conduct, including without limitation entities such as GETI's communication carrier or clearing houses, and no such entity shall be deemed to be a representative or an agent of GETI. **IN NO EVENT SHALL GETI BE LIABLE TO MERCHANT FOR ANY CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR SPECIAL DAMAGES WHICH MERCHANT OR ITS CUSTOMERS, AFFILIATES, PARENT COMPANIES, ASSOCIATES, AGENTS, OFFICERS, DIRECTORS OR EMPLOYEES MAY INCUR OR SUFFER IN CONNECTION WITH THIS AGREEMENT, INCLUDING LOSS OR DAMAGE FROM SUBSEQUENT WRONGFUL DISHONOR RESULTING FROM GETI'S ACTS OR OMISSIONS PURSUANT TO THIS AGREEMENT.**

b. **SITUS:** The situs for all transactions covered by this Agreement shall be Okaloosa County, Florida. MERCHANT acknowledges that this Agreement was formed in Florida, upon its acceptance by GETI.

c. **ATTORNEYS FEES:** In the event that it becomes necessary for GETI to employ an attorney to enforce, interpret, mediate or arbitrate this Agreement, or collect a debt from MERCHANT, GETI shall be entitled to recover its reasonable attorneys' fees, costs, and disbursements related to such dispute from MERCHANT.

d. **ASSIGNABILITY:** MERCHANT may not assign its rights and obligations hereunder to a third party, without prior written consent of the other party, which consent shall not be unreasonably withheld, provided that such consent shall not relieve the assigning party of any of its obligations hereunder. Notwithstanding the foregoing, either party may assign this Agreement to a parent, affiliated or Subsidiary Corporation, or a Partnership, Limited Liability Company or other entity consisting of the majority of existing shareholders without consent upon notice to the other party.

IX. TERM AND TERMINATION

- i. This Agreement shall be effective upon the date hereof for a term of twenty-four (24) months. This agreement will automatically renew for additional one (1) year terms, unless notice is provided in writing by MERCHANT sixty (60) days prior to the termination of the agreement. MERCHANT must provide sixty (60) days written notice to GETI of termination and monthly minimum and subscription fees will continue in effect for this time. As long as this agreement is in force, all GETI Gift Card Programs on the system shall continue to be maintained. In the event of the termination of this Agreement and upon the request of MERCHANT, GETI shall provide an Unload Report of the existing cards in the GETI database and a one-time Unload Report fee of ten (\$10.00) will be assessed and electronically debited from the MERCHANT's account. Unless specifically requested in writing by MERCHANT at the time of termination, GETI is under no obligation to retain any card numbers or card balance data.
- ii. In the event of a material breach, this Agreement shall terminate at the sole discretion of GETI.
- iii. If merchant terminates this agreement, a one-time fee of one hundred ninety nine dollars (\$199.00) will be assessed and electronically debited from the MERCHANT's account for administrative processing.

X. BINDING FORCES

This Agreement shall be binding upon and inure to the benefit of and be enforceable by the administrators, legal representatives, agents, successors, and assigns of the parties hereto.

XI. NOTICES

All notices provided for by this Agreement shall be made in writing and shall be deemed received by the intended recipient; (i) the third business day after the date placed in United States Mail or; (ii) the first day after notice is sent by express mail or; (iii) the first day after notice is sent by express mail or other overnight mail service. All notices shall be delivered to the address indicated on this agreement unless the party giving any such notice has been notified, in writing or verbally, of a change of such address.

XII. ENTIRE AGREEMENT

This Agreement and Exhibits attached hereto shall constitute the entire agreement between the parties with respect to the subject of this Agreement and the parties represent that there are no collateral agreements or side agreements not otherwise provided for within the terms of this Agreement. The terms and conditions of the Agreement supersede those of all previous agreements, if any, between the parties with respect to the subject matter of this Agreement.

XIII. GOVERNING LAW

This Agreement shall be governed and construed and enforced in accordance with the laws of the State of Florida. Any claims or charge made hereunder shall be brought in state or federal court in the State of Florida. The parties hereto irrevocably consent to the jurisdiction and venue of such court and waive any present or future objections to venue or jurisdiction in such court. The parties agree that service of process may be made upon them by certified or registered mail as provided in paragraph (X) above or any other method authorized under local rules of civil procedure.

XIV. FAIR GIFT CARD ACT OF 2009

a. UNFAIR OR DECEPTIVE ACTS OR PRACTICES REGARDING GIFT CARDS:

- i. Prohibition on Imposition of Fees or Charges:
 1. IN GENERAL - It shall be unlawful for any person to impose, with respect to a gift certificate, store gift card, or general-use prepaid card, a dormancy fee, inactivity charge or fee, or a service fee.
 2. EXCEPTION - A dormancy fee, inactivity charge or fee, or service fee may be charged with respect to a gift certificate, store gift card, or general-use prepaid card if (a) such certificate or card has a remaining value of \$5 or less at the time such charge or fee is assessed; (b) such charge or fee does not exceed \$1; (c) (i) there has been no activity with respect to the certificate or card in the 24-month period ending on the date the charge or fee is imposed; and (ii) the certificate or card was issued more than 24 months before such date; (d) the holder of the certificate or card may reload or add value to the certificate or card; and (e) the following disclosure requirements are met.
 3. DISCLOSURE REQUIREMENTS - The disclosure requirements of this paragraph are met if (a) the gift certificate, store gift card, or general-use prepaid card clearly and conspicuously states in at least 10-point type (i) that a dormancy fee, inactivity charge or fee, or service fee may be charged; (ii) the amount of such fee or charge; (iii) how often such fee or charge may be assessed; and (iv) that such fee or charge may be assessed for inactivity; and (b) the issuer of such certificate or card informs the purchaser of such charge or fee before such certificate or card is purchased, regardless of whether the certificate or card is purchased in person, over the Internet, or by telephone.

ii. Prohibition on Sale of Gift Cards With Expiration Dates:

1. IN GENERAL - It shall be unlawful for any person to sell or issue a gift certificate, store gift card, or general-use prepaid card that is subject to an expiration date.
2. EXCEPTIONS- A gift certificate, store gift card, or general-use prepaid card may contain an expiration date if (a) the expiration date is not less than 5 years after the date on which the card is purchased; and (b) the terms of expiration are prominently disclosed in all capital letters that are at least 10-point type.

b. RELATION TO STATE LAWS: This Act shall not supersede any provision of State law with respect to dormancy fees, inactivity charges or fees, service fees, or expiration dates of gift certificates, store gift cards, or general-use prepaid cards.

c. ENFORCEMENT: A violation of this Act shall be treated as a violation of a rule defining an unfair or deceptive act or practice prescribed under section 18(a)(1)(B) of the Federal Trade Commission Act (15 U.S.C. 57a(a)(1)(B)).

XV. IRS REPORTING AND WITHHOLDINGS. Section 6050W of the Internal Revenue Code ("Code") requires payment providers and third party payment networks, such as GETI, to report payment settlement amounts to the Internal Revenue Service ("IRS") for each Merchant processing through GETI. Merchant shall verify its identity by providing GETI with a Tax Identification Number ("TIN") such as a Social Security Number (SSN) or Employer Identification Number (EIN) for each Merchant Account. In the event Merchant fails to provide its TIN, GETI will place a restriction on Merchant's Account and may restrict the receipt of funds into Merchant's Account, or withhold a percentage of payments deposited into Merchant's Account in order to satisfy the backup withholding requirements of the IRS.

XVI. BANK SECRECY ACT (BSA) PREPAID ACCESS FINAL RULE. The Financial Crimes Enforcement Network (FinCEN) enacted changes to the BSA to establish a more comprehensive regulatory approach for prepaid access (previously referred to as stored value). Merchants that sell gift cards or similar prepaid access services may now be required to register with FinCEN as a Money Services Business (MSB). Merchant is responsible for insuring they comply with all federal and local legislation and GETI does not provide legal advice. For additional information regarding BSA and MSB registration requirements visit www.fincen.gov.

Check 21+ Remote Check Deposit: Merchant Rights and Responsibilities

The Remote Check Deposit (Check 21 Plus) Terms and Conditions agreement is entered into by and between Global eTelecom, Inc. ("GETI") and the MERCHANT, whose name and address are identified on the Merchant Agreement as MERCHANT ("MERCHANT") to which this Remote Check Deposit (Check 21 Plus) Terms and Conditions is attached. GETI and MERCHANT will be referred to collectively as the "Parties" and interchangeably as the "Party." This Remote Check Deposit (Check 21 Plus) Service Terms and Conditions, and all signed addendums are collectively referred to as the "Agreement." WHEREAS, GETI provides electronic transaction processing, Remote Check Deposit (Check 21 Plus), return check processing, and similar services (the "Solutions"). NOW, THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows: If MERCHANT has not requested Remote Check Deposit (Check 21) with Guarantee service, or if GETI has not accepted the MERCHANT application for Remote Check Deposit (Check 21) with Guarantee service, GETI will not be liable in any way for any returned checks of MERCHANT or its customers, for any reason.

1.1 MERCHANT'S AUTHORITY. MERCHANT specifically warrants to GETI that MERCHANT has taken all necessary legal action and has authority to enter into this Agreement with GETI. It further warrants that the person(s) signing for and on behalf of MERCHANT is specifically authorized and directed to do so by MERCHANT. MERCHANT acknowledges that this Agreement constitutes the legal, valid and binding obligation of MERCHANT, enforceable in accordance with its terms.

1.2 REMOTE CHECK DEPOSIT (CHECK 21 Plus) with Guarantee. If MERCHANT has marked the REMOTE CHECK DEPOSIT (CHECK 21 Plus) with Guarantee box on the application form of this Agreement then MERCHANT wishes GETI also to provide check guarantee and collection services to MERCHANT. If MERCHANT has not marked the appropriate box, MERCHANT has engaged GETI to provide for each check: verification and Remote Check Deposit service without any guarantee. As of the date of this Agreement and by subscribing to REMOTE CHECK DEPOSIT (CHECK 21 Plus) with Guarantee, MERCHANT shall be deemed to have assigned to GETI, without recourse, all of MERCHANT's right, title and interest in any and all checks, including any rights to treble or punitive damages permitted under applicable law. MERCHANT shall execute and deliver endorsements, instruments, papers, and shall do whatever is necessary under the laws of any applicable jurisdictions to secure and defend GETI's rights and shall do nothing to prejudice those rights. MERCHANT shall cooperate with GETI in pursuing GETI's rights, including suing or prosecution of the customer under all applicable laws.

1.3 REMOTE CHECK DEPOSIT (CHECK 21 Plus)-REMOTE (Consumer Not Present Transactions). If MERCHANT has marked the Remote Check Deposit (Check 21 Plus) Remote with or without Guarantee box on the application form of this Agreement and GETI approves such Agreement, then GETI agrees to waive certain requirements for processing as stated in sections 3.1, 11.1, and 11.2. In exchange for such waiver and higher risk of said transactions, GETI will charge a higher discount rate for the Consumer Not Present Transaction Program (see schedule.) GETI reserves the right to remove Guarantee coverage on any check transaction in such cases where there is not sufficient information on the check face to contact or locate the customer for collection efforts in the event the check is returned by the customer's bank. At a minimum, the check account number must be verified and approved by our front end host and all checks must be preprinted with the check writer's information, contain at least one phone number, and must not be a starter check. Failure to comply with the minimum standards as explained in this section may result in Merchant's loss of guarantee.

1.4 CHECK COLLECTION. MERCHANT authorizes GETI to represent all items that are returned to GETI and to originate an electronic entry for the amount of any allowable recovery fee. GETI shall have sixty (60) days from the date of a return check to complete the representation process. If this Agreement is terminated for any reason, GETI will retain the right to complete the representation process for all return check items prior to said termination. **Any collection fees received by GETI in collecting returned checks shall be the sole property of GETI.** GETI shall present the ENTRY no more than two times. GETI, for non-guarantee service, shall be entitled to assess a transaction fee (as set forth in the schedule of fees) from MERCHANT for each representation. If a check is returned unpaid after the second presentment, GETI shall be entitled to debit the MERCHANT'S account or offset such return amount from the next scheduled merchant settlement for the amount of the check (non-guarantee service only).

1.5 MERCHANT'S PUBLIC DISCLOSURE RESPONSIBILITIES. GETI shall provide signage to be displayed at the point of purchase (POP) or payment collection site, which informs customers of the electronic debit for the amount of any state allowable NSF or recovery fee as stated in 1.4 CHECK COLLECTION. MERCHANT agrees to display these materials in the best visible and unhindered location so as to inform the public of such electronic debit entry. From time to time, GETI may establish required educational and promotional materials and send such to MERCHANT for MERCHANT to distribute to customers. MERCHANT further agrees to immediately remove and properly dispose of GETI's stale promotional materials and to display the most current materials upon receipt of such from GETI. MERCHANT will discontinue the use of all of GETI's promotional materials and properly remove said materials upon receipt of written notification of suspension or termination of this Agreement. In the event Merchants' account is reinstated by GETI, MERCHANT shall redisplay all appropriate materials.

2.1 RESTRICTIONS ON USE OF PROMOTIONAL MATERIALS AND REPRESENTATIONS CONCERNING GETI'S SERVICES. MERCHANT shall make no use of GETI's promotional materials or marks, other than as set forth in paragraph 1.5 above, without GETI'S prior written consent. In no way shall the MERCHANT indicate that GETI's services are an endorsement of the MERCHANT, its business or its business practices.

3.1 REQUIREMENTS FOR PROCESSING REMOTE CHECK DEPOSIT (CHECK 21 Plus). MERCHANT shall comply with the following conditions when accepting checks for Remote Check Deposit (Check 21 Plus) and agrees to complete all transactions in accordance with the provisions of this Agreement and such rules of operation as may be established and/or revised by GETI from time to time. MERCHANT shall accept only the following checks as source documents to initiate Remote Check Deposit entries through GETI; (a) All instruments must be drawn on or payable through a federally insured depository financial institution; be machine-readable MICR-encoded with the bank routing number, account number and check serial number printed on the check, and be for an amount less than or equal to the approved check limit assigned by GETI. (b) MERCHANT shall obtain proper identification, in the form of a valid driver's license, from the customer so as to verify that the customer is authorized to negotiate the check before submitting the check to GETI for authorization. (c) MERCHANT shall scan each check through a GETI approved imaging device and/or an approved software vehicle to initiate Remote Check Deposit (Check 21 Plus) processing. (d) All items, goods and services purchased in a single transaction shall be included in the total amount on a single sales receipt; (e) At the time MERCHANT initiates authorization with GETI, MERCHANT warrants that the person presenting the check has been properly identified and is legally authorized to present the check for payment. (f) Once GETI authorizes the transaction, MERCHANT shall retain and store the check in a secure location for a minimum period of ninety (90) days. Refer to "Check Retention" and "Image Requirements" below. (g) MERCHANT shall deliver to the person presenting the check a true and completed copy of the sales receipt. (h) No check may be altered after GETI authorizes acceptance of the check. Once GETI authorizes a transaction, MERCHANT may not resubmit a check electronically or deposit it by any means, unless instructed by GETI to do so in such case where the image quality does not meet the required standards to process the check via Remote Check Deposit. In addition, MERCHANT shall write the current phone number and driver's license number of the customer on the face of the check prior to scanning the check through the check reader. Failure to comply with the above minimum requirements will result in loss of guarantee (if Remote Check Deposit (Check 21 Plus) with Guarantee Service is selected on application) on ALL transactions, subject MERCHANT to chargebacks or withholding of funds, and may be grounds for immediate suspension/termination of services and indemnification of GETI by MERCHANT pursuant to this Agreement.

3.2 RESTRICTIONS ON ACCEPTANCE OF CHECKS FOR PROCESSING. From time to time, GETI shall establish necessary security and identification procedures for presentment of checks for Remote Check Deposit (Check 21 Plus) pursuant to the rules and procedural guidelines established by the Federal Trade Commission ("FTC") and Regulation E (Reg E) and applicable law. MERCHANT agrees to comply with such procedures and to accept such "properly presented" checks for Remote Check Deposit (Check 21 Plus) processing. MERCHANT shall not accept or attempt to process checks in excess of the maximum limitations established by GETI. GETI shall also establish the number of checks, which may be submitted on a daily basis by any customer for electronic processing. MERCHANT agrees to provide GETI with any and all information needed to establish such limitations. MERCHANT further agrees to inform GETI immediately of any changes in business activities, rules or regulations, which may affect these limitations. MERCHANT further agrees to abide by these limitations as a condition to GETI processing any check. MERCHANT shall scan each check submitted for processing through no more than one GETI approved imaging device for any given transaction. MERCHANT agrees that sales completed at one location cannot be processed through a check imaging device at another location. **YOU UNDERSTAND THAT IT IS A FEDERAL VIOLATION TO PROCESS DEBIT REQUESTS AGAINST A CONSUMER BANK ACCOUNT WITHOUT THE CHECK WRITER'S EXPRESSED AUTHORITY. YOU HEREBY ACKNOWLEDGE RECEIPT OF PROPER NOTICE THAT THE USE OF ANY COUNTERFEIT, FICTICIOUS, LOST, STOLEN, OR FRAUDULENTLY OBTAINED DEBIT INSTRUMENT TO UNLAWFULLY INITIATE A DEBIT TRANSACTION IS PUNISHABLE BY IMPRISONMENT. IT IS SPECIFICALLY UNDERSTOOD BY YOU THAT ANY TRANSACTION INITIATED AS AN UNAUTHORIZED ENTRY OR DEPOSIT BY YOU AFTER YOU HAVE RECEIVED APPROVAL FOR DEPOSIT OF CHECK (S) OR IS INTENDED FOR ELECTRONIC DEPOSIT SHALL BE INTERPRETED AS AN UNLAWFUL DEBIT TRANSACTION PURSUANT TO THIS NOTICE. IN THE EVENT OF SUCH A VIOLATION, MERCHANT AGREES AND WARRANTS TO HOLD GETI AND ALL OF ITS ASSIGNS AND ASSOCIATES HARMLESS AND REIMBURSE GETI FOR THE TRANSACTION (S) WITHIN 24 HOURS OF SAID OCCURRENCE. IF MERCHANT REFUSES OR IS UNABLE TO REIMBURSE GETI FOR ANY SUCH OCCURRENCE, IT IS EXPRESSLY STATED AND UNDERSTOOD THAT THE MERCHANT IS IN DIRECT VIOLATION OF THIS AGREEMENT AND FEDERAL LAW, AND GETI WILL PURSUE ALL LEGAL, CIVIL, AND COLLECTION REMEDIES AS ARE POSSIBLE UNDER LAW AS REMEDY.**

3.3 SECTION OMITTED

3.4 UNACCEPTABLE TRANSACTIONS. In addition to the restrictions set out above and in any event, the following transactions are unacceptable for Remote Check Deposit (Check 21 Plus) processing, and MERCHANT agrees not to submit any of the following transactions to GETI for processing: (a) MERCHANT shall not process any checks drawn on the personal checking account of MERCHANT or any of its agents or employees, (b) MERCHANT shall not accept any third party items for Remote Check Deposit (Check 21 Plus) processing or checks made payable to "cash" or "bearer", (c) MERCHANT shall not submit for processing any transaction representing the financing of an existing obligation whether previously owed to MERCHANT, arising from the dishonor of a check or arising from a credit card, debit card or smart card dispute with the MERCHANT, (d) MERCHANT shall not submit a transaction for processing which represents an attempt to collect a chargeback, (e) MERCHANT shall not submit a check written for goods or services that are not concurrently provided to the customer, including any check given for a service contract, gift certificate, a layaway (except for the final payment) or for a similar transaction, or for goods or services provided to a third party, (f) MERCHANT shall not submit a check which contains erasures, or which is

altered, unless the alteration is initiated by the customer at time of presentation, (g) MERCHANT shall not knowingly submit a check on an account which GETI previously denied authorization. MERCHANT's submission of any of the above transactions for electronic processing may subject the MERCHANT to immediate suspension or termination, and all funds of MERCHANT, including those in MERCHANT'S account, may be placed on hold. This will also remove the Guarantee coverage from ALL checks.

3.5 **SURCHARGES AND TAXES.** MERCHANT shall not impose any illegal surcharge on any Remote Check Deposit (Check 21 Plus) processed check transaction. MERCHANT shall collect all required taxes at time of sale. All required taxes must be included in the total transaction amount at the time such is submitted for authorization by GETI and must be reflected in the face amount of the check. In any event, MERCHANT shall not collect any required taxes separately in cash, or otherwise. MERCHANT is responsible for paying all taxes collected to the appropriate authorities in a timely manner.

3.6 **IRS REPORTING AND WITHHOLDINGS.** Section 6050W of the Internal Revenue Code ("Code") requires payment providers and third party payment networks, such as GETI, to report payment settlement amounts to the Internal Revenue Service ("IRS") for each Merchant processing through GETI. Merchant shall verify its identity by providing GETI with a Tax Identification Number ("TIN") such as a Social Security Number (SSN) or Employer Identification Number (EIN) for each Merchant Account. In the event Merchant fails to provide its TIN, GETI will place a restriction on Merchant's Account and may restrict the receipt of funds into Merchant's Account, or withhold a percentage of payments deposited into Merchant's Account in order to satisfy the backup withholding requirements of the IRS.

4.1 **EQUIPMENT.** MERCHANT shall furnish each outlet, retail location, or business entity with a GETI approved check imaging device that captures the front and back of the check and/ or other GETI approved software. GETI shall assign each MERCHANT's check imaging device an identification number. MERCHANT is responsible for all telecommunication fees and charges, including but not limited to telephone fees, associated with and related to the use of the software or the check imaging device. MERCHANT shall maintain all equipment related to electronic check processing in good working order at MERCHANT's expense. MERCHANT shall advise GETI immediately in the event of a breakdown of a GETI approved imaging device, software, or of any other system failure. MERCHANT acknowledges that GETI is not responsible for any equipment or software problems. Moreover, GETI's approval of such equipment does not constitute nor express an implied warranty, representation or endorsement of such equipment. Refer to Image Requirements and Virtual Terminal (if applicable).

4.2 **USE OF EQUIPMENT.** MERCHANT agrees to utilize only equipment approved by GETI for the processing of checks and in a format and medium of transmission acceptable to GETI.

4.3 **VIRTUAL TERMINAL.** If MERCHANT has marked the Virtual Terminal option box on the application form of this Agreement then MERCHANT wishes to use the GETI Virtual Terminal in place of a traditional credit card terminal. GETI's Virtual Terminal performs the basic functions of a traditional credit card terminal including check processing, and transaction voids. **Remote Check Deposit (Check 21 Plus) Services requires use of a GETI compatible two-sided check imaging device connected to the PC.** MERCHANT may utilize a compatible credit card terminal 3.5 inch printer or standard PC printer to print receipts. If a compatible two-sided check imaging device is not used, then MERCHANT understands that GETI will only provide Verification Services, and there will be no transactions processed via Remote Check Deposit (Check 21 Plus). The GETI Virtual Terminal requires Internet Explorer 7.0 or higher. Supported Operating Systems include WindowsXP @ or higher (32 and 64-bit versions). Merchant is responsible for all telecommunication fees and charges, including but not limited to telephone fees associated with and related to the use of the GETI Virtual Terminal Software.

4.4 **IMAGE REQUIREMENTS.** In order for a check to be processed via Remote Check Deposit (Check 21 Plus) the check image must meet the following guidelines: (a) The check imaging device must capture the front and back of the check and be of minimum required size; (b) The image must not be too dark, too light, or too bright; (c) The check MICR information must be machine-readable and contain the bank routing number, account number, and check serial number printed on the check; (d) The MICR "on us" field value must contain valid data; (e) Check image cannot be missing or incomplete; (f) The check must be filled out in its' entirety for the check to be processed and/or guaranteed. Any check not meeting these standards will need to be manually deposited by merchant and cannot be processed via Remote Capture Deposit. Refer to section 13.1 regarding Check Retention.

4.5 **SOFTWARE.** GETI may select software and related user materials ("Software") for use in GETI's electronic check deposit services and the processing of Transactions. From time to time, modifications or updates to the Software may be available. Customer agrees to adopt such updates or modifications as they become available. MERCHANT acknowledges that any Software supplied by GETI for use in Transactions, including, but not limited to, any Software created or modified by GETI to be specific to MERCHANT's environment is the property of GETI or a third party from whom GETI may have licensed rights in Software and that GETI claims and reserves all rights and benefits therein afforded under copyright and other laws. MERCHANT's license of and permission to use the Software is non-exclusive and nontransferable, and it extends only to MERCHANT's own use of such Software for the purpose of processing Transactions as set forth in this Agreement. GETI's Software may not be used to process transactions with or through any other party without the express written consent of GETI, and may not be exported in contravention of U.S. or foreign export laws. MERCHANT further acknowledges that GETI's Software contains confidential information and trade secrets, which GETI has entrusted to MERCHANT in confidence. MERCHANT shall protect GETI's property and its interest in the trade secrets contained in the Software by controlling access to the Software, permitting none of its employees nor any other person not an employee or agent of GETI to examine, alter, attach, add to, modify, decode, reverse engineer, transcribe, extract or reproduce, in whole or in part, the Software in any way. Without limiting the generality of the foregoing, MERCHANT specifically agrees that it will not delete, mask or obscure any proprietary notices, which GETI places on any Software.

4.6 **OWNERSHIP OF NEW INTELLECTUAL PROPERTY.** All rights and title to all inventions, derivative works, improvements and/or discoveries, including software, know-how, copyright, patent, technology, data, trade secrets, and other intellectual property arising directly or indirectly from the Solutions ("New Intellectual Property Rights") during the Term of this Agreement shall belong to GETI. To the extent that such New Intellectual Property Rights do not automatically vest in GETI, MERCHANT hereby assigns and transfers over such rights to GETI, grants GETI power of attorney to accomplish all such assignments and transfers and agrees to take any and all actions that GETI or its counsel deem necessary to transfer and vest good title in such rights in GETI.

4.6 **AUTHORIZED TRANSACTIONS.** Under any of the following circumstances, GETI shall be conclusively entitled to deem the Transactions to be authorized by, and binding upon, MERCHANT: (a) if the Transactions and the electronic transmission of a file are made by MERCHANT or its actual or apparent agent, or (b) if GETI reasonably believes the Transactions and the electronic transmission of a file were sent by an authorized representative of MERCHANT, or (c) if MERCHANT utilizes the services of a third party for lockbox or other similar services to facilitate the processing of Transactions, provided that the Transactions and the electronic transmission of a file are in the name of MERCHANT and GETI reasonably believes that the Transactions and transmission of a file by such third party are sent on behalf of MERCHANT.

5.1 **DAILY SETTLEMENT OF TRANSACTIONS.** MERCHANT agrees to "batch out" each check imaging device that is used on a daily basis. "Batch out" shall mean that MERCHANT totals and settles all of the transactions by midnight (12:00 am) of the day GETI authorizes the sale and transmits the information contained in the batch out to GETI. MERCHANT agrees to upload images from the check imaging device daily and acknowledges that GETI cannot process any transactions where the image has not been made available by MERCHANT. In addition, any transactions contained in an untimely batch out may be refused or become subject to chargeback or held until after a sixty-day period for consumer chargebacks by GETI. If MERCHANT account is Remote Check Deposit (Check 21 Plus) with Guarantee then checks contained in an untimely batch out are not covered under the Guarantee program. MERCHANT acknowledges that failure to batch out on a timely basis may be grounds for suspension or termination at GETI's sole discretion. **MERCHANT acknowledges that failure to batch out will delay funds being deposited and loss of guarantee coverage on those checks and GETI may apply a \$25.00 fee for each terminal daily on which MERCHANT fails to transmit a timely batch out.**

5.2 **NETTING OF TRANSACTIONS.** MERCHANT acknowledges that all transactions between GETI and MERCHANT under this Agreement, except assessment of fees, shall be treated as a single transaction for purposes of daily settlement between MERCHANT and GETI.

5.3 **PROVISIONAL SETTLEMENTS.** MERCHANT acknowledges that all settlements between GETI and MERCHANT are provisional and are subject to the customer's rights to dispute the charges against the customer's account. In submitting Remote Check Deposit (Check 21 Plus) checks to GETI, MERCHANT endorses and assigns to GETI all right, title and interest to such checks with rights of endorsement. MERCHANT acknowledges that GETI has the right to receive payment on all Remote Check Deposit (Check 21 Plus) processed checks acquired and MERCHANT will not attempt to collect on any such transactions. If any payment is tendered to MERCHANT, MERCHANT will notify GETI by telephone of the payment, endorse the check; sign it over to GETI and immediately mail the payment to GETI by certified mail. If customer pays cash, MERCHANT shall reimburse GETI by MERCHANT's check. In addition, MERCHANT acknowledges that GETI will have no responsibility for the delayed return of a Substitute Check that includes any message text or other information added by MERCHANT or MERCHANT's third party designee in the depository financial institution endorsement area. Any credit or consideration given by GETI to MERCHANT with respect to any Transactions shall be deemed provisional, and GETI shall be entitled to revoke same without prior notice in the event one or more Transactions are rejected or returned to GETI for any reason.

5.4 **PAYMENT.** MERCHANT acknowledges that this Agreement provides for the provisional settlement of MERCHANT'S transactions, subject to certain terms and conditions, fees, credit transactions, contingent claims for chargebacks, adjustments and final settlement including but not limited to those enumerated herein. All payments to MERCHANT for legitimate and authorized transactions shall be made by GETI through the ACH (Automated Clearing House) Network and shall normally be electronically transmitted directly to MERCHANT'S designated account. However, GETI cannot guarantee the timeliness with which any payment may be credited by MERCHANT'S bank. MERCHANT understands that due to the nature of the ACH and the electronic networks involved and the fact that not all banks belong to an ACH, payment to MERCHANT can be delayed. In such cases, MERCHANT agrees to work with GETI to help resolve any problems in crediting MERCHANT'S designated account. In the event that a payment is rejected by MERCHANT'S bank or fails to arrive within five (5) days from the date of settlement due to problems beyond GETI'S control, GETI may periodically wire transfer all funds due MERCHANT until the problem is corrected, at MERCHANT'S EXPENSE. All payments to MERCHANT shall be made after first deducting therefrom any discount fee, transaction fee, credit, chargeback, reserve or other fee or charge for which MERCHANT is responsible pursuant to this Agreement. Said charges and fees shall be deducted from incoming transactions or may be debited against MERCHANT'S designated Account at GETI's sole discretion, without any further notice or demand.

5.5 **AUTHORIZATION TO ACCESS MERCHANT'S ACCOUNT.** MERCHANT hereby authorizes GETI to initiate debit and credit entries to MERCHANT'S designated account. MERCHANT'S authorization shall continue in effect for at least 180 days after termination of this Agreement, or for a longer period as determined necessary by GETI in the exercise of its sole discretion in order to properly terminate business. Unless a reserve or delay is placed on the MERCHANT'S account, GETI will transmit settlement to MERCHANT's bank by the fourth bank business day following the day

MERCHANT batches out a GETI approved check imaging device's transactions. Returns received after a transaction has been settled may be deducted from current outstanding funds due to MERCHANT, or returns may be charged back to MERCHANT's account at GETI's discretion. MERCHANT specifically authorizes GETI to debit MERCHANT's account via Automated Clearing House (ACH) transfer for any previously funded transaction that is returned, and MERCHANT warrants to GETI that MERCHANT will maintain a sufficient balance to cover return entries and to promptly notify GETI of any changes to MERCHANT's accounts. In addition, GETI may require additional monetary sums for the reserve account from MERCHANT, and GETI reserves the right to hold additional monies as necessary to reduce any risk associated with the daily processing of checks, as requested by MERCHANT. In the event of processing termination, GETI may hold outstanding funds due to MERCHANT for up to one-hundred-eighty (180) days from the transaction date if GETI determines that the return history reasonably justifies the holding of funds. GETI may hold back certain amounts where GETI is investigating a transaction for breach of warranty or transactional requirements by MERCHANT or for other reasons. GETI shall monitor MERCHANT's transactional activity and MERCHANT agrees that GETI may delay funds for a reasonable period to investigate account activity. GETI will attempt to notify MERCHANT of any investigation, but GETI shall have no liability to MERCHANT or any other party, for any such actions taken by GETI. MERCHANT agrees that GETI may hold, setoff or retain funds to protect against amounts owed GETI or based on MERCHANT's financial condition. GETI will not be liable for any dishonor of any item as a result of actions taken hereunder. Any account is subject to review, verification, audit and acceptance by GETI. GETI may return any item to MERCHANT for correction or proper processing.

5.6 RETURNS AND CREDITS. MERCHANT shall maintain a fair policy permitting refunds, exchanges, returns and adjustments. During the term of this Agreement, MERCHANT shall be responsible for making all cash or check refunds to customer after a transaction has been batched out for settlement. Unless MERCHANT has been approved by GETI in advance to initiate credit entries for a lesser amount than the original check entry, MERCHANT must initiate a credit receipt for the same amount as the original check entry to effect voids, which occur the same day as the day of authorization and prior to batching out. MERCHANT shall obtain proper written authorization from the Customer whose name is printed on the face of the check or the customer's authorized representative prior to crediting Customer. The customer or its authorized representative shall sign the completed credit receipt and a copy of the credit receipt shall be delivered to the customer at the time of each cancellation of a transaction. Each debit and void entry shall constitute a separate transaction for which a processing fee will apply. If it becomes necessary for a reversal of a transaction to be initiated, MERCHANT shall request in writing to GETI to initiate such reversal. MERCHANT shall give GETI enough information to create such reversal. A fee of no more than twenty-five dollars for each transaction reversal may be charged by GETI.

6.1 WARRANTIES BY MERCHANT. MERCHANT warrants and agrees to fully comply with all federal, state, and local laws, rules and regulations, as amended from time to time, including those with respect to consumer protection. MERCHANT also warrants not to change the nature of its business as indicated on the Application attached hereto and submitted herewith or to modify the ownership of the business without the prior written consent of GETI. As to the Transactions transmitted to GETI, MERCHANT represents and warrants to GETI that: (a) MERCHANT's customer has authorized MERCHANT to endorse all checks and other cash items for collection; (b) the preparation and presentation of the Transactions comply with the terms and conditions set forth in this Services Agreement; (c) the digital image of the check transmitted to GETI is a sufficient copy that is a true, correct, and accurate image that represents all the information on the front and back of the original check at the time the original check was truncated so that a Substitute Check created from the image will satisfy legal equivalence requirements and the image has not been altered in any manner by MERCHANT or any third party acting on behalf of MERCHANT; (d) MERCHANT, or any third party acting on behalf of MERCHANT, has reviewed and confirmed that the transmission of MICR line information is identical in all respects to the original check and that the encoded check amount is accurate, (e) MERCHANT understands that any message text or other information MERCHANT elects to add to the check image transmitted to GETI may cause the depository bank's endorsement not to be legible which may result in the delayed return of the Substitute Check or electronic representation if it is not paid, (f) the original check, or a paper or electronic representation, has not previously been deposited for collection with any financial institution, and no depository bank, drawee, drawer, or endorser will be asked to pay a check that it already has paid, (g) MERCHANT will retain the original check, or in the event MERCHANT utilizes the lockbox services of a third party or other similar services that MERCHANT's third party designee will retain the original check, until final settlement of the Transaction and for such additional period as may be required in the event of a disputed truncated or Substitute Check, including claims that the Substitute Check or electronic representation does not satisfy legal equivalence requirements, so that the original check can be processed for collection, and that MERCHANT or MERCHANT's third party designee will take reasonable efforts to safeguard any original checks until they are destroyed, (h) MERCHANT understands that the appearance of the original check and the use of certain background colors, decorative images, and choices in ink on the original check may affect the ability to produce a readable digital image of the check or the creation of a Substitute Check that meets legal equivalence requirements which may require the original check to be processed for collection (i) MERCHANT has no knowledge or notice of information to indicate that the transaction is fraudulent; (j) that each check is for an amount agreed to by the customer; (k) the total amount of each sales receipt evidences all goods and services purchased in a single transaction (No splitting check transactions to multiple checks); (l) MERCHANT has delivered the goods or completed the services identified in the authorized sales receipt; (m) each check represents a bona fide direct sales transaction between the MERCHANT and the person presenting the check in the MERCHANT's ordinary course of business and that the amount of the check evidences the customer's total indebtedness for the transaction involved; (n) the person presenting the check has no claim, defense, right of offset, or dispute against MERCHANT in connection with the purchase of the goods or services and MERCHANT will provide adequate services to the person presenting the check and will honor all warranties applicable thereto; (o) all of MERCHANT'S business locations engage in the business activity listed on the face of this Agreement; (p) MERCHANT warrants that ALL types of its business are clearly and precisely stated on this application; (q) the percentage of mail order sales listed by MERCHANT for each location is consistent with the information provided in the application; (r) MERCHANT, nor any of its employees have submitted checks drawn from their personal checking accounts on the MERCHANT'S GETI approved check imaging device; (s) MERCHANT uses only the name and address shown on the front of the Agreement on all its sales drafts; (t) MERCHANT warrants that no transaction submitted for authorization to GETI is with or through an entity other than MERCHANT; MERCHANT further acknowledges that if for any reason funds are credited to MERCHANT in excess of the amount that MERCHANT is entitled to receive under this Agreement, MERCHANT shall return all such excess funds to GETI upon demand by GETI. Such excess funds may be collected by GETI by a debit to MERCHANT'S designated account initiated by GETI as provided in this Agreement. If for any reason such account does not have sufficient funds, then MERCHANT shall promptly remit the excess funds to GETI. Until the return of such funds to GETI, MERCHANT acknowledges that it shall hold all such funds in trust for the benefit of GETI.

7.1 LIMITATION OF LIABILITY AND MERCHANT'S WAIVER OF DAMAGES. GETI shall be responsible for performance of the Remote Check Deposit (Check 21 Plus) services as a third-party provider in accordance with the terms of this Agreement. GETI shall not be responsible for any other person's or entity's errors, acts, omissions, failures to act, negligence or intentional conduct, including without limitation entities such as GETI's communication carrier or clearing houses, and no such entity shall be deemed to be a representative or an agent of GETI. **IN NO EVENT SHALL GETI BE LIABLE TO MERCHANT FOR ANY CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR SPECIAL DAMAGES WHICH MERCHANT OR ITS CUSTOMERS, AFFILIATES, PARENT COMPANIES, ASSOCIATES, AGENTS, OFFICERS, DIRECTORS OR EMPLOYEES MAY INCUR OR SUFFER IN CONNECTION WITH THIS AGREEMENT, INCLUDING LOSS OR DAMAGE FROM SUBSEQUENT WRONGFUL DISHONOR RESULTING FROM GETI'S ACTS OR OMISSIONS PURSUANT TO THIS AGREEMENT.**

7.2 FORCE MAJEURE. GETI shall not be responsible for delays, nonperformance, damages, lost profits or other losses caused directly or indirectly by any Act of God, including, without limitation, fires, earthquakes, tornadoes, hurricanes, wars, labor disputes, communication failures, legal constraints, power outages, data transmission loss or failure, incorrect data transmission or any other event outside the direct control of GETI.

8.1 CONFIDENTIALITY OF CUSTOMER INFORMATION. MERCHANT further warrants and agrees that it shall not sell, purchase, provide, or exchange checking account information in the form of sales drafts, mailing lists, tapes, or any other media obtained by reason of a transaction or otherwise, to any third party other than to GETI, MERCHANT's agents approved by GETI for the purpose of assisting MERCHANT in its business to GETI, the financial institution named on the check, or pursuant to lawful government demand without the account holder's explicit written consent. All media containing checking account numbers must be stored in an area limited to selected personnel until discarding and must be destroyed prior to or in connection with discarding in a manner that will render the data unreadable. MERCHANT will not disclose and will keep confidential the terms and conditions of this Agreement.

9.1 CHARGEBACKS AND RETURNS. MERCHANT shall bear all risk of loss, without warranty or recourse to GETI for the amount of any transaction, or other amounts due GETI (including GETI's actual costs and expenses) due to or caused by chargebacks and returns of any kind, whether for customer chargebacks, insufficient funds returns, or any other type of returns, except as set forth in the Remote Deposit Capture (Check 21 Plus) with Guarantee provisions below (provided that MERCHANT has purchased and GETI agreed to provide Guarantee service). GETI shall have the right to debit MERCHANT'S incoming transactions, designated account or any other funds of MERCHANT in GETI's direct or indirect control by reason of GETI's security interest granted to GETI by MERCHANT hereunder, and to chargeback such transactions to MERCHANT including, but not limited to any of the following situations: (a) where goods have been returned or service canceled by the person submitting the check for Remote Deposit Capture (Check 21 Plus) processing and that person has requested a credit draft and such credit draft was not processed by MERCHANT; (b) where the sales draft or purchaser breaches any representation, warranty or covenant or failed to meet the requirements of this Agreement, or applicable law, or has not been authorized in advance by the authorization center as required hereunder; (c) where the transaction is for a type of goods or services sold other than as disclosed in the MERCHANT application or approved in advance by GETI or the amount shown on the sales receipt differs from the copy given to the customer; (d) where a customer contends or disputes in writing to GETI, or the customer's financial institution named on the check that: (1) Goods or services were not received; or (2) Goods or services received do not conform to the description on the sales receipt; or (3) Goods or services were defective or the customer has a claim, dispute or defense to payment related to the transaction; or (4) The dispute reflects a claim or defense authorized by a relevant statute or regulation, (e) where a check is subject to indemnification charged back by the customer's financial institution; (f) where the transaction was generated through the use of an account that was not valid (As in, but not limited to, R03 return code) or effective (As in, but not limited to, R02 return code) on the transaction date or which was made on an altered or counterfeit check authorization document or of which MERCHANT had notice not to honor and failed to reject the transaction or if MERCHANT disregarded any denial of authorization; (g) where MERCHANT failed to obtain specific authorization in advance from GETI to complete the transaction and/or a valid authorization number was not on the sales receipt (h) where security procedures were not followed; (i) where the customer's financial institution or GETI has information that MERCHANT fraud occurred at the time of the transaction(s), or the transaction is not a sale by MERCHANT whether or not such transaction(s) was authorized by the customer; (j) in any other situation where the check authorization was executed or a credit was given to MERCHANT in circumstances constituting a breach of any representation or warranty of MERCHANT or in violation of applicable law or where MERCHANT has not provided documents or resolved a customer dispute whether or not a transaction is charged back; (k) a sales receipt was charged back and represented whether or not

the customer knows or consents to this representation. If, with respect to any one of MERCHANT'S outlets, the amount of or number of any counterfeit or fraud incidents becomes excessive, in the sole determination of GETI; MERCHANT may be charged back for all transactions, this Agreement may be terminated immediately without notice, and MERCHANT'S funds, including but not limited to those in incoming transactions and in MERCHANT'S designated account, shall be held pursuant to the provisions herein. GETI shall retain any discount or fee related to a chargeback transaction. MERCHANT agrees that GETI will assess up to twenty-five dollars for each chargeback, or such increased or additional charges as may be established by GETI from time to time. **Additionally, GETI shall have the same rights to debit MERCHANT'S account for transactions returned or not honored for any reason, including but not limited to insufficient funds, administrative returns, or any other kind of returned transaction. If MERCHANT has requested the Guarantee service, and GETI has accepted the application for Guarantee service, certain transactions are guaranteed, as listed in the Remote Check Deposit (Check 21 Plus) with Guarantee provisions below.**

9.2 **CHARGEBACK AND RETURNS RESERVE ACCOUNT.** Notwithstanding any other language to the contrary contained in this Agreement, GETI reserves the right to establish, without notice to MERCHANT, and MERCHANT agrees to fund a non-interest bearing Chargeback and Return Reserve Account, or demand other security and/or to raise any discount fee or transaction fee hereunder, upon GETI'S reasonable determination of the occurrence of any of the following: (a) MERCHANT engages in any processing of charges which create an overcharge to the customer by duplication of charges; (b) **Failure by MERCHANT to fully disclose the true nature or percentage of its actual or expected losses due to insufficient funds transactions**, fraud, theft or deceit on the part of its customers, or due to administrative chargebacks/returns, or chargebacks or rejections by customers; (c) **Failure by MERCHANT to fully disclose the true nature of its business to GETI to permit a fully informed decision as to the suitability of MERCHANT for processing through GETI**; (d) Failure by MERCHANT to fully disclose the true ownership of MERCHANT'S business entity or evidence of fraud; (e) Processing by MERCHANT of unauthorized charges or any other action which violates applicable risk management standards of GETI or is likely to cause loss; (f) **Any misrepresentation made by MERCHANT in completion of the MERCHANT Application or breach of any other covenant, warranty, or representation contained in this Agreement** or applicable law including a change of type of business without prior written approval by GETI; (g) MERCHANT has chargebacks or returns of any kind which exceed 1% of the total number of transactions completed by MERCHANT in any thirty (30) calendar day period; (h) MERCHANT'S financial stability is in question or MERCHANT ceases doing business; or (i) Upon notice of or termination of this Agreement. After payment or adequate provision for payment is made by GETI, for all obligations on the part of MERCHANT to GETI under this Agreement, MERCHANT may request GETI to disburse to MERCHANT any funds remaining in the Chargeback and Return Reserve Account unless otherwise agreed to by GETI. Such funds will not be disbursed to MERCHANT until the end of one hundred eighty (180) days after termination of this Agreement or ninety (90) days from the date of the last chargeback or return activity, whichever is later, unless GETI in its sole discretion has reason to believe that customer chargeback rights may be longer than such period of time or that loss is otherwise likely, in which event GETI will notify MERCHANT of such fact and GETI will set the date when funds shall be released. No monies held in the Chargeback and Return Reserve Account shall bear interest. Provisions applicable to the designated account are also applicable to this account.

9.3 **COLLECTIONS.** MERCHANT acknowledges and agrees that when collection services are required, GETI may utilize an appropriately licensed third party to perform such collection services. MERCHANT further authorizes GETI to continue collection efforts for MERCHANT. If collections are unsuccessful after sixty (60) days, GETI shall discontinue collections and be absolved of all responsibility.

10.1 **REMOTE CHECK DEPOSIT (CHECK 21 Plus) with Guarantee.** The Remote Check Deposit (Check 21 Plus) with Guarantee provisions are operational only if MERCHANT has marked the Check 21 Plus with Guarantee box on the application form of the Agreement. If so marked, MERCHANT wishes GETI to provide a guarantee for reimbursement of losses sustained by MERCHANT in accepting checks for Remote Check Deposit (Check 21 Plus) processing. In addition to the provisions previously set forth and notwithstanding any provisions to the contrary, GETI has established a per account Guarantee Limit, as per the Schedule (located in the Application Approval Box), based on a percentage of the face amount of any and all checks (and a local access [Transaction fee] fee) as set forth in the pricing section of the agreement) presented at MERCHANT'S place of business or at other locations which are listed in any attachments to this Agreement, subject to the terms and conditions set forth in this Agreement. GETI shall reimburse MERCHANT per Schedule, up to the Guarantee Limit, as measured from the date of verification of non-payment, subject to MERCHANT'S compliance with all of the terms and conditions contained in this Agreement or any of GETI'S other published instructions. GETI shall have the right to adjust MERCHANT'S rate including Remote Check Deposit (Check 21 Plus) with Guarantee rate based upon its sole determination. Each month MERCHANT shall have access to an itemized summary of Remote Check Deposit (Check 21 Plus) check deposits. GETI shall process up to the check limit established for MERCHANT, but will not be responsible for reimbursement of checks exceeding the MERCHANT'S approved guarantee limit. The following transaction types are not included in the Remote Check Deposit (Check 21 Plus) with Guarantee service, and GETI assumes no liability for and will provide no reimbursement for transactions as follows: Incorrect MICR data reads, unable to locate account or invalid account number returns, customer chargebacks or customer revocations of any transaction. **Guarantee reimbursement shall only serve to cover MERCHANT losses due to, NSF returns, and Insufficient Funds returns up to the per account guarantee limit placed in the approval section of the contract.**

10.2 **MERCHANT SHALL PAY.** A Discount Fee, as per Schedule, based upon a percentage of the face amount of checks inquired to the database during the month and a network compliance fee up to \$4.00 per month. As per schedule: a Monthly Check 21 Access Fee, a Monthly Minimum fee and Service Fee (GETI reserves the right to increase the Service Fee by \$10 if processing volume results in a transaction return rate of 7% or higher) to be paid each month, a transaction fee for each ACH deposit, and a transaction fee for each Remote Check Deposit (Check 21 Plus) inquiry to the database that does not result in a transaction approval and a "batch out" fee equal to the transaction fee, or 25 cents, whichever is greater, and a Return Fee. A fee of no more than twenty-five dollars may be charged per transaction return. An annual subscription fee of \$59.95 may be debited each year. If MERCHANT terminates this agreement, a one-time termination fee of one hundred ninety nine dollars (\$199.00) will be assessed and electronically debited from the MERCHANT'S account for administrative processing. MERCHANT must promptly notify GETI in writing of any dispute regarding fees under this Agreement. MERCHANT'S written notice must include: (i) MERCHANT name and account number; and (ii) the dollar amount and description of the disputed fees. Such written notice must be received by GETI no later than ninety (90) days after the disputed fees have been paid by MERCHANT or charged to MERCHANT'S account by GETI. MERCHANT'S failure to so notify GETI will waive and bar the dispute.

10.3 **CHECK PROCESSING.** MERCHANT shall submit all documentation related to the guaranteed transactions to GETI within forty-eight hours of GETI'S request, including but not limited to sales receipts, invoices, or other documentation related to the transaction.

10.4 **ASSIGNMENT OF CHECKS.** As of the date of this Agreement and by subscribing to Remote Check Deposit (Check 21 Plus) with Guarantee, MERCHANT shall be deemed to have assigned to GETI, without recourse, all of MERCHANT'S right, title and interest in any and all checks, including any rights to treble or punitive damages permitted under applicable law. MERCHANT shall execute and deliver endorsements, instruments, and papers and shall do whatever is necessary under the laws of any applicable jurisdictions to secure and defend GETI'S rights and shall do nothing to prejudice those rights. MERCHANT shall cooperate with GETI in pursuing GETI'S rights, including suing or prosecution of the customer under all applicable laws.

10.5 **NOTIFICATION OF PAYMENTS RECEIVED.** MERCHANT shall notify GETI pursuant to the provision set forth in Section 5.3

11.1 **CHECKS FOR WHICH MERCHANT WILL NOT BE REIMBURSED UNDER REMOTE CHECK DEPOSIT (CHECK 21 Plus) with Guarantee.** In addition to the provisions set forth in this Agreement and notwithstanding any other provisions to the contrary, GETI shall have no obligation to reimburse MERCHANT for checks that are: (a) Not honored by the customer's financial institution because of the customer's instructions to "stop payment" on the check; (b) Fraudulent, whether MERCHANT, its employees or agents are involved, either as a principal or as an accessory, in the issuance; (c) Accepted by MERCHANT or its employees with advance knowledge of the likelihood of its being dishonored even though authorized by GETI; (d) Lost, stolen, altered or counterfeit, and GETI has reason to believe that MERCHANT failed to use reasonable care in verifying the customer's identity; (e) Given as a substitute for a previously accepted check, whether or not the previous check was authorized by Company or, any check upon which MERCHANT has accepted full or partial payment; (f) One of multiple checks presented to MERCHANT in a single transaction for Remote Check Deposit (Check 21 Plus) processing; (g) For goods, if the goods are subsequently returned by customer or repossessed by MERCHANT or lien holder, within 65 days of date of purchase; (h) Not honored by the customer's financial institution because of the failure of, the closing of, or government-imposed restrictions on withdrawals from the financial institution; (i) Checks for which MERCHANT returns cash back to the customer, unless MERCHANT is approved in writing by GETI for such cash back; (j) Checks for which GETI previously denied authorization; (k) Not in compliance with this agreement and not processed in accordance with the check processing provisions of this Agreement; (l) Incorrect MICR data scans or reads; (m) unable to locate account or invalid account number returns. In addition, before processing the check and as a condition to honoring the check, MERCHANT shall obtain sufficient personal information to locate the person presenting the check, including but not limited to a current home or business telephone number including area code, a current home address consisting of a street or rural route address, not a post office box, and the customer's valid, unexpired driver's license number or non-driver identification number together with the state of issuance. MERCHANT shall ensure that this identifying information is legibly printed on the check prior to imaging the check.

11.2 **QUALIFIED INSTRUMENTS FOR REMOTE CHECK DEPOSIT (CHECK 21 Plus) with Guarantee.** GETI has set the following guidelines that each instrument must meet to qualify for reimbursement under the Remote Check Deposit (Check 21) with Guarantee option: (a) At the time of authorization, the individual name or business name must be commercially imprinted on the instrument. In the case of a business entity, the instrument must have the business name and current business address and phone number (as listed with information) commercially imprinted on the check. Temporary checks or checks without commercially imprinted check numbers will not qualify for check guarantee. Drafts will not qualify for check guarantee; (b) Checks drawn on a United States Government entity or account, Cashier's Checks, Certified Checks, Money Orders, Traveler's Check will not qualify for check guarantee; (c) Checks written by one person for goods or services provided to a 3rd party do not qualify for guarantee. (d) An instrument must be authorized with a driver's license presented by the consumer to Merchant and viewed by Merchant at the time of authorization; (e) The customer's valid driver's license and the state code found on the "Quick Reference Guide" or if the guide is not available the abbreviation of the state that issued the identification card must be noted on the instrument at the time of authorization; (f) The authorization number received through the GETI approved check imaging device and/or software vehicle must be noted on the instrument at the time of authorization prior to MERCHANT storing the check; (g) A street address must be commercially imprinted on the check. If the current street address is not the one imprinted on the instrument at the time of the authorization, it must be crossed out and the most current address should be written on the check prior to scanning the check through the imaging device. Post Office

(PO) Boxes only are not acceptable addresses; (h) If the phone number is not imprinted on the instrument, Merchant must note the phone numbers (home phone and business phone) on the instrument at the time of authorization prior to scanning the check through the imaging device; (i) The date of the instrument must be the date on which the instrument was authorized by GETI (no post-dated or held checks) if merchant was approved for Face to Face Check 21+ POS program; The date of the instrument must be no more than 14 days prior to the date the instrument was authorized by GETI if merchant was approved for Consumer Not Present Check 21+ Remote program; (j) The instrument must be payable to the Merchant's business (checks written to "cash" or "bearer", or to a 3rd party do not qualify for guarantee). (k) The amount authorized and the amount shown in words and figures on the check must agree; (l) The check number of the instrument being authorized must be the same check number given at the time authorization is attempted. No represented check is guaranteed unless the instrument was authorized with the same dollar amount as when the instrument was originally authorized; (m) In the event of a personal instrument, the signature on the check must be the same as the commercially imprinted name on the check and drivers license provided at the time of authorization; (n) The instrument has been filled out completely by the customer, has not been altered, or has not been tendered in whole or in part in exchange for cash, or was not payment for a prior debt due or a financed obligation; (o) The Merchant did not subsequently receive value in full or in part for the dishonored instrument from the presenter in the form of cash payment, credit, service, exchange or repossession; (p) The instrument was not dishonored as a result of a "stop payment" order issued by the presenter to the financial institution.; (q) The instrument was not previously denied by GETI based on the same or different driver's license number, which was previously presented for authorization by Merchant. The instrument must be authorized by entering the correct ID number into the GETI approved check imaging device and/or an approved software vehicle at the time of authorization; (r) The instrument was not one of multiple instruments or payment methods presented to Merchant for sales made that day (no splitting of checks); (s) GETI reserves the right and Merchant acknowledges that a receipt for the products and services provided to the check writer may be requested. The delivery of this receipt must be postmarked or faxed within 48 hours of the request and its acceptance by GETI will be required to qualify the claim for payment; (t) Merchant must have followed instructions contained in GETI's Merchant Quick Reference Guide or other authorized, current published instructions; (u) Merchant acknowledges that first time check writers may have a lesser check limit than those of frequent check writers and check limits are based on not only dollar amount, but number of checks written in a period of time to be determined solely by GETI; (v) The instrument was not issued in connection with a transaction described herein. Merchant must comply with the terms and conditions of this agreement, including but not limited to, the requirements described herein; (w) the Merchant, or its agents, and employees must not accept any instrument with prior knowledge that the instrument is likely to be dishonored or that the identification used was forged, stolen, or otherwise did not belong to the check writer, or that the transaction for which the instrument was tendered is illegal, void, or invalid.

11.3. STOP PAYMENT COVERAGE. GETI agrees to waive section 11.2 (n) and to guarantee Stop Payment instruments up to the limit which was approved by GETI's underwriting department at the time of acceptance, provided that Merchant shall have performed all of his obligations related to the issuance of said qualified instrument and is compliant with Section 11.1 and 11.2. At GETI's request, Merchant shall provide written information regarding any claim for reimbursement of a Stop Payment instrument. Stop Payment Coverage must be indicated (separate addendum) by Merchant upon the initial acceptance by GETI and must be approved and accepted by GETI in addition to this agreement. Stop Payment Coverage does not cover business account checks, only personal accounts. This coverage is not available to all business types and GETI reserves the right to determine which business types will be eligible for Stop Payment Coverage.

11.4. PAYROLL CHECK CASHING COVERAGE. GETI agrees to waive section 11.1 (i) and 11.2 (j) and to guarantee Payroll Checks cashed by MERCHANT up to the limit which was approved by GETI's underwriting department at the time of acceptance (maximum \$500.00 limit unless approved in writing by GETI in advance), provided that Merchant shall have performed all of his obligations related to the issuance of said qualified instrument and is compliant with all other requirements of Sections 11.1 and 11.2. Payroll Check Cashing Coverage must be indicated by marking the Payroll Guarantee section on the front of this Agreement upon the initial acceptance by GETI and must be approved and accepted by GETI in addition to this agreement. Merchant agrees that Payroll Checks will be funded on a different schedule than Sale transactions and will usually be made available in Merchant's account within 8 banking days. Payroll Check Guarantee does not cover checks drawn on personal accounts or any check payable to "cash", only valid business payroll checks drawn on a valid business account. Payroll check must contain a preprinted business address on the face of the check and the work phone number for the employee cashing the check must be hand written on the face of the check prior to imaging the check in order to qualify for guarantee reimbursement. Merchant is required to have payee place their thumbprint on the check prior to imaging the check. Merchant must carefully inspect the employee's valid photo driver's license to insure that the photo and descriptive information correctly identifies the person whom the check is made payable to; payee must be the same person attempting to cash the check. GETI will assign Merchant's equipment or software a separate Terminal ID specifically for Payroll Check cashing. Merchant must process all Payroll Checks under the GETI assigned terminal ID labeled "Paycheck". Additionally, if prompted by the terminal, Payroll Checks must be processed by selecting Payroll/Business check type on the GETI approved check imaging device. Merchant shall be charged an additional discount for all checks processed as Payroll/Business if Payroll Check Cashing Coverage is in effect. This coverage is not available to all business types and GETI reserves the right to determine which business types will be eligible for Payroll Check Cashing Coverage.

12.1. COMPLIANCE AND DISCLOSURE OF INFORMATION. MERCHANT agrees to comply with all applicable state or federal laws, rules and regulations affecting the use of checks, drafts and ACH transactions, including but not limited to rules and procedural guidelines established by the Federal Trade Commission ("FTC") and Regulation E. (Reg. E). MERCHANT is solely responsible for any and all losses incurred by MERCHANT or GETI in the event MERCHANT initiates any transaction prohibited by Regulation E Rules or other rules or laws of the United States of America ("USA") or in breach of this Agreement. MERCHANT shall provide such information and certifications as GETI may reasonably require from time to time to determine MERCHANT'S compliance with the terms and conditions of this Agreement and applicable law. MERCHANT further agrees to produce and make available for inspection by GETI or its officers, agents, attorneys, accountants, or representatives, such books and records of MERCHANT as GETI may deem reasonably necessary to be adequately informed of the business and financial condition of MERCHANT, or the ability of MERCHANT to observe or perform its obligations to GETI pursuant to this Agreement. MERCHANT further agrees to provide to GETI from time to time such information including, but not limited to, credit reports, personal and/or business financial statements, income tax returns, or other such information as GETI may request. MERCHANT grants to GETI continuing authority to conduct credit checks and background investigations and inquiries concerning MERCHANT and MERCHANT'S owner(s) including, but not limited to, character and business references and the financial condition of MERCHANT and MERCHANT'S owner(s). MERCHANT expressly authorizes GETI or its agents, attorneys, accountants, and representatives to provide and receive such information from any and all third parties directly, without further consent or authorization on the part of MERCHANT. GETI may share with others its credit, sales and other information. MERCHANT will not transfer, sell, or merge or liquidate its business or assets or otherwise transfer control of its business, change its ownership in any amount or respect, engage in any joint venture partnership or similar business arrangement, change its basic nature or method of business, types of products sold or engage in sales by phone or mail order without providing notice to GETI and provide GETI with the opportunity to terminate this Agreement.

13.1. CHECK RETENTION. GETI requires that MERCHANT retain and store the original check in a secure location for the period of at least ninety (90) days. In the event a Remote Capture Deposit (Check 21 Plus) transaction cannot be processed due to a poor quality check image, MERCHANT shall be notified by GETI in writing (and/or by phone, fax, or email) to manually deposit the check. Once notification has been received, MERCHANT is to deposit the check at their bank within 48 hours. Failure to deposit the check in Merchants' bank account within 48 hours may result in a loss of guarantee. If the manually deposited check is subsequently returned by the check writers bank, MERCHANT shall mail the check to GETI (73 Eglin Pkwy, Suite 301, Fort Walton Beach, FL 32548) to submit for a claim for reimbursement (if merchant selected the Remote Check Deposit (Check 21) with Guarantee program on the front of this application). In any event, the instrument must be received by GETI within 45 days of GETI's initial authorization of the instrument (if guarantee service is selected). **If original check was not retained or was lost by merchant then MERCHANT acknowledges that GETI will not be able to process the Remote Check Deposit (Check 21 Plus) transaction, provide any sort of guarantee, or provide check collection services.** Refer to section 4.4 regarding Image Requirements.

14.1. ADDITIONAL MERCHANT REPRESENTATIONS. MERCHANT agrees to permit GETI to audit MERCHANT upon reasonable notice. MERCHANT agrees that any outstanding amount(s) owed to GETI shall be subject to a 1.5% finance charge monthly. Any outstanding sums will be sent to an outside collection agency and charged the maximum amount of civil, legal, and collection fees/charges as is allowed by law.

15.1. ADDITIONAL GETI RESPONSIBILITIES. GETI will accept double sided check images from a GETI approved check imager/software vehicle on a 24-hour per day basis. GETI is only responsible for processing entries that have arrived at its premises in a proper format and on a timely basis. GETI will use information provided by MERCHANT to originate its entries in the Remote Check Deposit (Check 21 Plus) network. MERCHANT understands and agrees that GETI may reject MERCHANT's entries for any reason permitted in this Agreement and/or if acceptance of such entry would cause GETI to potentially violate any federal, state or local law, rule statute, or regulation, including without limitation any Federal Reserve or other regulatory risk control program. At MERCHANT's written request, GETI will make reasonable efforts to reverse or delete an entry, but will under no circumstance be liable for the failure to comply with such request.

16.1. INDEMNIFICATION. MERCHANT agrees to indemnify GETI for any cost, expense, and damage, lost profit and/or attorneys' fees caused by any breach of its obligations or representations in this Agreement.

17.1. NON-WAIVER. Neither the failure nor any delay on the part of GETI to exercise any right, remedy, power or privilege hereunder shall operate as a waiver thereof or give rise to an estoppel nor be construed as an agreement to modify the terms of this Agreement, nor shall any single or partial exercise of any right, remedy, power or privilege with respect to any occurrence be construed as a waiver of such right, remedy, power or privilege with respect to any other occurrence. No waiver by a party hereunder shall be effective unless it is in writing and signed by the party making such waiver, and then such waiver shall apply only to the extent specifically stated in such writing.

18.1. ASSIGNMENT. MERCHANT may not assign or transfer any rights under this Agreement unless and until it receives the prior written approval of GETI. GETI may freely assign this Agreement, its rights, benefits and duties hereunder.

18.2. TERMINATION. This Agreement shall continue indefinitely unless and until terminated by either party. MERCHANT must provide sixty (60) days written notice to GETI of termination and monthly minimum and subscription fees will continue in effect for this time. If either party terminates this agreement a one-time fee of one hundred ninety nine dollars (\$199.00) will be assessed and electronically debited from MERCHANTS account. GETI shall have the right to suspend or terminate this Agreement immediately and without notice to MERCHANT.

- 19.1 COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, such counterparts to constitute but one and the same instrument.
- 20.1 SCHEDULE OF FEES. Attached to this Agreement and incorporated herein by reference is a Schedule of Fees, which contains the Discount Fee, Transaction Fees, Return Fee per returned item, Minimum Monthly Discount Fee, Subscription Fee, Monthly Check 21 Access Fee, Batch Out Fee, Termination Fee and other terms and conditions in effect on the commencement date of this Agreement. GETI reserves the right at all times to unilaterally change all or part thereof, or any other terms of this Agreement upon written notice to MERCHANT.
- 20.2 APPLICATION FEE. Any application fee paid to GETI is non-refundable whether or not MERCHANT and this Agreement are accepted by GETI.
- 21.1 ENTIRE AGREEMENT. This Agreement, including the attached Schedules, together with the Account Agreement, is the complete and exclusive statement of the agreement between GETI and the MERCHANT with respect to the subject matter hereof and supersedes any prior agreement(s) between GETI and the MERCHANT with respect to the subject matter. In the event of any inconsistency between the terms of this Agreement and the Account Agreement, the terms of this Agreement shall govern. In the event the performance of the services provided herein in accordance with the terms of this Agreement would result in a violation of any present or future statute, regulation or government policy to which GETI, the Originating Depository Financial Institution (ODFI) or MERCHANT is subject, and which governs or affects transactions contemplated by this Agreement, then this Agreement shall be deemed amended to the extent necessary to comply with such statute, regulation or policy and GETI, the ODFI and MERCHANT shall incur no liability as a result of such changes except as provided in the following paragraph.
- 22.1 AMENDMENTS. As stated in paragraph 21.1, GETI, the ODFI or MERCHANT may amend operations or processing procedures in order to conform to and comply with any changes in applicable Federal or State Regulations. The changes would be, without limitation, those relating to any cut-off time and the close of any business day. Such amendments to operations or procedures shall become effective upon receipt of written notice to the other party, as provided for herein, or upon such date as may be provided in the applicable law or regulation referenced in the written notice, whichever is earlier in time. Use of the Remote Check Deposit (Check 21 Plus) services after any such changes shall constitute acceptance of the changes by the parties. No other amendments or modifications to this Agreement will be effective unless such changes are reduced to writing and are signed by the duly authorized party or parties to this Agreement and such Amendments are incorporated into and made a part of this document.
- 23.1 BINDING AGREEMENT; BENEFIT. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns. This Agreement is not for the benefit of any other person or entity and no other person or entity shall have any right against GETI.
- 24.1 ATTORNEYS' FEES. In the event that it becomes necessary for GETI to employ an attorney to enforce, interpret, mediate or arbitrate this Agreement, or collect a debt from MERCHANT GETI shall be entitled to recover its reasonable attorneys' fees, costs, and disbursements related to such dispute from MERCHANT.
- 25.1 CHOICE OF LAW, VENUE & JURISDICTION. Notwithstanding any language to the contrary, all issues related to the electronic processing of checks under the terms of this Agreement shall be determined in accordance with the Federal Trade Commission and Regulation E Rules. In the event of a conflict between the Rules and applicable local, state or federal law, the Rules shall prevail unless otherwise prohibited by law. To the extent that an issue arises which is not covered by the Rules, this Agreement shall be governed by and construed in accordance with Florida law and it is expressly agreed that venue and jurisdiction for all such matters shall lie in Okaloosa County, Florida. MERCHANT acknowledges that this Agreement was formed in Florida, upon its acceptance by GETI.
- 26.1 SEVERABILITY. If any provision of the Agreement is held to be illegal, invalid, or unenforceable, in whole or in part, by court decision, statute, or rule such holding shall not affect any other provisions of this Agreement. All other provisions or parts thereof shall remain in full force and effect and this Agreement shall, in such circumstances, be deemed modified to the extent necessary to render enforceable the provision hereof.
- 27.1 HEADINGS. The headings in this Agreement are used for referenced purposes only. They shall not be deemed as part of this Agreement and shall not affect its interpretation.
- 28.1 EFFECTIVE DATE. This Agreement shall be effective only upon acceptance by GETI.
- 29.1 IN WITNESS WHEREOF. The parties hereto have caused this Agreement to be executed by their duly authorized officers.

Paper Guarantee: Merchant Rights and Responsibilities

AGREEMENT: This agreement is entered into by and between Global eTelecom, Inc. a Florida Corporation, (referred to herein as "GETI Check") and the undersigned hereafter referred to as "Merchant".

1. **TERM, TERMINATION AND AMENDMENTS.** This agreement shall continue indefinitely unless terminated by either party. Merchant must provide (30) days written notice to GETI of termination and monthly minimum and subscription fees will continue in effect for this time. If either party terminates this agreement a one-time fee of one hundred ninety nine dollars (\$199.00) will be assessed and electronically debited from Merchant's account for administrative processing. In the event GETI Check changes the rates, fees or check limits, Merchant may terminate this Agreement upon thirty (30) days written notice to GETI Check. GETI Check may terminate this Agreement at any time upon written notice to Merchant. This Agreement, plus any addenda, including fees and charges, may be changed or amended from time to time by GETI Check by providing Merchant with written notice. Amendments to fees and charges shall take effect immediately. Other such amendments shall be effective thirty (30) days from mailing. Except as specifically provided herein, this Agreement may not be altered, amended, or otherwise varied except by written mutual agreement of the parties.
2. **FEES.** Merchant agrees to pay GETI Check fees for check services provided for each subscribing merchant location, as per schedule of fees. An annual fee up to \$59.95 may be debited each year. Merchant agrees to pay a network compliance fee up to \$4.00 per month. GETI reserves the right to increase the Service Fee by \$10 if processing volume results in a transaction return rate of 7% or higher. MERCHANT must promptly notify GETI in writing of any dispute regarding fees under this Agreement. Merchant's written notice must include: (i) Merchant name and account number; and (ii) the dollar amount and description of the disputed fees. Such written notice must be received by GETI no later than ninety (90) days after the disputed fees have been paid by Merchant or charged to Merchant's account by GETI. MERCHANT'S failure to so notify GETI will waive and bar the dispute.
3. **CHECK LIMIT.** GETI shall make every effort to honor the requested check limit on the front of this application. However, GETI reserves the right to set the maximum check limit and will assign a check limit at the time of application approval. GETI Check shall guarantee up to this amount of the face amount (check limit) of any qualified authorized instruments, as long as this agreement remains in effect. See Section 4 of this agreement for requirements for qualifying an instrument. Merchant acknowledges that GETI Check may, at its sole discretion, increase or decrease the check limit upon written notice to Merchant.
4. **QUALIFIED INSTRUMENTS.** For any instrument to qualify, it must be authorized properly and meet the following criteria:
 - a. At the time of authorization, the individual name or business name must be commercially imprinted on the instrument. In the case of a business entity, the instrument must have the business name and current business address and phone number (as listed with information) commercially imprinted on the check. Temporary checks or checks without commercially imprinted check numbers will not qualify for check guarantee;
 - b. An instrument must be authorized with a driver's license or state issued ID card presented by the consumer to Merchant and viewed by Merchant at the time of authorization;
 - c. The customer's valid driver's license or state issued identification card number and the state code found on the "Quick Reference Guide" or if the guide is not available the abbreviation of the state that issued the identification card must be noted on the instrument at the time of authorization;
 - d. The authorization number received through the Point-Of-Sale device must be noted on the instrument at the time of authorization;
 - e. A street address must be commercially imprinted on the check. If the current street address is not the one imprinted on the instrument at the time of the authorization, it must be crossed out and the most current address be written in. Post Office (PO) Boxes only are not acceptable addresses;
 - f. If the phone number is not imprinted on the instrument, you must note the phone numbers (home phone and business phone) on the instrument at the time of authorization;
 - g. The date of the instrument must be no more than one (1) day from the date on which the instrument was authorized by GETI;
 - h. The instrument must be payable to the Merchant's business name and endorsed by the Merchant and deposited in the Merchant's business account after authorization of said instrument, but before close of business the following business day. Any check deposited more than one time will not be a qualified instrument. The amount authorized and the amount shown in words and figures on the check must agree;
 - i. The check number of the instrument being authorized must be the same check number given at the time authorization is attempted. No represented check is guaranteed unless the instrument was authorized with the same dollar amount as when the instrument was originally authorized;
 - j. In the event of a personal instrument, the signature on the check must be the same as the commercially imprinted name on the check and ID card provided at the time of authorization;
 - k. The instrument has not been altered, or has not been tendered in whole or in part in exchange for cash, or was not payment for a prior debt due;
 - l. The Merchant did not subsequently receive value in full or in part for the dishonored instrument from the presenter in the form of cash payment, credit, service, exchange or repossession;
 - m. The instrument was not dishonored as a result of a "stop payment" order issued by the presenter to the financial institution, which is based upon a dispute against the Merchant by the presenter;
 - n. The instrument was not previously denied by GETI based on the same or different driver's license number, which was previously presented for authorization by Merchant. The instrument must be authorized by entering the correct ID number into the Point-Of-Sale device at the time of authorization; The instrument must be authorized by entering the correct routing and account number as it appears on the check into the Point-Of-Sale device if a check reader is not utilized to capture the routing and account number at the time of authorization;
 - o. The instrument was not one of multiple instruments or payment methods presented to Merchant for sales made that day;
 - p. GETI reserves the right and Merchant acknowledges that a receipt for the products and services provided to the check writer may be requested. The delivery of this receipt must be postmarked within 48 hours of the request and its acceptance by GETI will be required to qualify the claim for payment;
 - q. Merchant must have followed instructions contained in GETI's Merchant Quick Reference Guide or other authorized, current published instructions;
 - r. Merchant acknowledges that first time check writers will have a lesser check limit than those of frequent check writers and check limits are based on not only dollar amount, but number of checks written in a period of time to be determined solely by GETI;
 - s. The instrument was not issued in connection with a transaction described herein. The Merchant did not comply with the terms and conditions of this agreement, including but not limited to, the requirements described herein, the Merchant, or its agents, and employees accepted the instrument with reason to know that the instrument was likely to be dishonored or that the identification used was forged, stolen, or otherwise did not belong to the check writer, or that the transaction for which the instrument was tendered is illegal, void, invalid, or that a court of law determines that the instrument is in whole or in part not due and payable by the check writer unless such determination results from a bankruptcy proceeding;
 - t. GETI may change any of these procedures with a seven (7) day written notices to Merchant.
5. **CLAIM PROCEDURE.** GETI shall purchase Properly Qualified Instruments up to the contractual purchase limit (see schedule of fees) for each check submitted under the following Procedure:
 - a. Merchant agrees to require its depository bank to forward dishonored instruments directly to GETI at its designated address. If the depository bank does not provide this service, then the Merchant agrees to forward all dishonored instruments directly to GETI at its designated address;
 - b. All checks submitted for claim must have been deposited in Merchant's financial institution and received at GETI's designated address, along with other required documents within thirty (30) days from the date of authorization of said instrument.
6. **CLAIM PAYMENTS.** Reimbursement will be made to Merchant for full face value or up to the purchase limit established in schedule of fees, section A, for qualified claims that meet all necessary criteria in accordance with the following time frames:
 - a. Normal ACH credit will be transmitted to the Merchant's bank account 30 days from date of claim submission for payment of qualified instruments;
 - b. NSF Bank fees will be reimbursed to Merchant on all qualified instruments, provided the Merchant has requested (checked box) this check guarantee enhancement as indicated in schedule of fees, section A. Merchant agrees to provide GETI with a copy of Merchant's financial institution NSF fee charges.
 - c. GETI reserves the right to suspend its performance to Merchant, including the payment of all checks submitted for reimbursement, during any period in which Merchant's account is delinquent. Continuation of service during any period of delinquency shall not constitute a waiver of GETI's rights of suspension and termination.
7. **COLLECTIONS.** Merchant agrees to:
 - a. Assign all rights, title and interest in and to the instrument, which has been purchased by GETI. On all instrument's that are sent to GETI which are not purchased by GETI, Merchant agrees to give GETI full power and authority to collect said instrument;
 - b. Should Merchant accept payment for checks that have been submitted to GETI, Merchant shall notify GETI within 24 hours of collecting payment and Merchant will be responsible to collect all check fees applicable by law and GETI will bill Merchant for said fees;
 - c. Merchant agrees that GETI shall be entitled to collect from check writer and retain all costs, damages, and fees against consumer that are applicable by law in addition to the check amount. Merchant agrees to post in clearly visible locations service charge notices which in GETI's opinion may be required for GETI to collect any such amounts arising from dishonored instruments;
 - d. Merchant further agrees to provide GETI with reasonable assistance when occasionally GETI may request information that would be helpful to aid in the collection of such purchased instrument.
8. **STOP PAYMENT COVERAGE.** GETI agrees to waive section 3.m to guarantee payment of Stop Payment instrument arising out of a dispute with Merchant up to the limit indicated in schedule of fees, section A, provided that Merchant shall have performed all of his obligations related to the issuance of said instrument. At GETI's request, Merchant shall provide written information regarding any claim for reimbursement of Stop Payment instrument. Stop Payment Coverage must be indicated (checked box) by Merchant upon the initial acceptance by GETI. Stop Payment Coverage does not cover business account checks, only personal accounts.
9. **POINT-OF-SALE DEVICE PROGRAMMING.** Merchant owns or leases or will own or lease point-of-sale electronic device for the purpose of electronically authorizing

transactions at their premises. Each point-of-sale device of Merchant who desires to obtain the services must be initially programmed. GETI agrees to provide programming of the terminal via download of all required programs from our main host system, followed by contact with a terminal support representative as necessary.

10. VIRTUAL TERMINAL. If MERCHANT has marked the Virtual Terminal option box on the application form of this Agreement then MERCHANT wishes to use the GETI Virtual Terminal in place of a traditional credit card terminal. GETI's Virtual Terminal performs the basic functions of a traditional credit card terminal including verification services. The GETI Virtual Terminal requires Internet Explorer 7.0 or higher. Supported Operating Systems include WindowsXP @ or higher (32 and 64-bit versions). Merchant is responsible for all telecommunication fees and charges, including but not limited to telephone fees associated with and related to the use of the GETI Virtual Terminal Software.

11. NOTICES. Any notice required or given under this Agreement shall be in writing and shall be deemed valid given twenty-four (24) hours after depositing in the first class United States Postal Services mail, postage prepaid; or if by other means of notification, upon actual receipt of delivery. All notices shall be addressed and delivered to appropriate party. Written notices to GETI shall be addressed to: GETI, 73 Eglin Parkway NE, Suite 301, Fort Walton Beach, FL 32548.

12. LAW GOVERNING. This agreement shall be governed by and construed in accordance with the laws of the State of FL. All actions and demands shall be made at the venue in the courts of Okaloosa County in the State of Florida.

13. HOLD HARMLESS. Merchant and GETI shall hold each other harmless and grant mutual indemnification for occurrences, which are out of each other's control to include, but not limited to civil unrest, riots, war, earthquakes, flood, and other acts of God.

14. ASSIGNABILITY. MERCHANT may not assign or transfer any rights under this Agreement unless and until it receives the prior written approval of GETI. GETI may freely assign this Agreement, its rights, benefits and duties hereunder.

15. CONFIDENTIALITY. Merchant and GETI agree to make every attempt to protect each other's interest and information, which changes hands in the course of normal business.

16. ACH DEBIT/CREDIT AUTHORIZATION. Merchant hereby grants authorization to GETI to credit and/or debit Merchant's checking account for billing fees imposed and for claim reimbursement payments. Merchant agrees to provide a voided check with the agreement or provide accurate bank information to allow for proper and accurate coding of route and transit numbers along with DDA numbers. All Debit/Credit entries, which are not honored by Bank, will be subject to a \$25.00 service fee per occurrence, which will be imposed by GETI.

17. IRS REPORTING AND WITHHOLDINGS. Section 6050W of the Internal Revenue Code ("Code") requires payment providers and third party payment networks, such as GETI, to report payment settlement amounts to the Internal Revenue Service ("IRS") for each Merchant processing through GETI. Merchant shall verify its identity by providing GETI with a Tax Identification Number ("TIN") such as a Social Security Number (SSN) or Employer Identification Number (EIN) for each Merchant Account. In the event Merchant fails to provide its TIN, GETI will place a restriction on Merchant's Account and may restrict the receipt of funds into Merchant's Account, or withhold a percentage of payments deposited into Merchant's Account in order to satisfy the backup withholding requirements of the IRS.

18. BINDING AGREEMENT; BENEFIT. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns. This Agreement is not for the benefit of any other person or entity and no other person or entity shall have any right against GETI.

19. ATTORNEYS' FEES. In the event that it becomes necessary for GETI to employ an attorney to enforce, interpret, mediate or arbitrate this Agreement, or collect a debt from MERCHANT GETI shall be entitled to recover its reasonable attorneys' fees, costs, and disbursements related to such dispute from MERCHANT.

POS Guarantee Conversion, POS Conversion, and QSP: Merchant Rights and Responsibilities

MERCHANT wishes to initiate debit and credit entries pursuant to the terms of this Agreement and the rules of the National Automated Clearing House Association (the "Rules"), and Global eTelecom, Inc. (GETI) is willing to act as the third party processor for MERCHANT, subject to the terms and conditions set forth in this Agreement with respect to such Entries.

Unless otherwise defined herein, capitalized terms shall have the meanings provided in the Rules. The term "Entries" shall have the meaning provided in the Rules and shall also mean the data, which is transmitted by the MERCHANT to GETI to prepare such Entries for processing.

This agreement is only applicable to processing point of sale transactions utilizing the end-customer's Checking account data. Upon MERCHANT'S request and GETI'S approval, check guarantee services (hereinafter referred to as "GETI POS Guarantee Conversion" service) will also be provided pursuant to provisions below. If MERCHANT has not requested GETI POS Guarantee Conversion service, or if GETI has not accepted the MERCHANT application for GETI POS Guarantee Conversion service, GETI will not be liable in any way for any returned checks of MERCHANT or its customers, for any reason.

AGREEMENT

1.1 MERCHANT'S AUTHORITY. MERCHANT specifically warrants to GETI that MERCHANT has taken all necessary legal action and has authority to enter into this Agreement with GETI. If further warrants that the person(s) signing for and on behalf of MERCHANT is specifically authorized and directed to do so by MERCHANT. MERCHANT acknowledges that this Agreement constitutes the legal, valid and binding obligation of MERCHANT, enforceable in accordance with its terms.

1.2 POS GUARANTEE CONVERSION. If MERCHANT has marked the GETI POS GUARANTEE CONVERSION box on the application form of this Agreement then MERCHANT wishes GETI also to provide check guarantee services to MERCHANT. If MERCHANT has not marked the appropriate box, MERCHANT has engaged GETI to provide for each check: verification, electronic funds transfer and certain collection services.

1.3 CHECK COLLECTION. MERCHANT authorizes GETI to represent all return items forwarded to GETI and to originate an electronic entry for the amount of any allowable recovery fee. MERCHANT agrees to complete a return item authorization form and forward it to MERCHANT'S bank. GETI shall have sixty (60) days from the date of receipt of a return check item to complete their electronic representation process. If this Agreement is terminated for any reason, GETI will retain the right to complete their electronic representation process for all return check items forwarded to GETI prior to said termination.

1.4 MERCHANT'S PUBLIC DISCLOSURE RESPONSIBILITIES. GETI shall provide signage to be displayed at the point of purchase (POP), which informs customers of the MERCHANT'S use of GETI Electronic Check Processing Service. MERCHANT agrees to display these materials in the best visible and unhindered location so as to inform the public that MERCHANT will honor electronic check processing service by GETI. From time to time, GETI may design educational and promotional materials and send such to MERCHANT for MERCHANT to distribute to customers. MERCHANT further agrees to immediately remove and properly dispose of GETI'S stale promotional materials and to display the most current materials upon receipt of such from GETI. MERCHANT will discontinue the use of all of GETI'S promotional materials and properly remove said materials upon receipt of written notification of suspension or termination of this Agreement. In the event of suspension, MERCHANT shall redisplay appropriate materials upon receipt of written verification of resumption of service by GETI.

2.1 RESTRICTIONS ON USE OF PROMOTIONAL MATERIALS AND REPRESENTATIONS CONCERNING GETI'S SERVICES. MERCHANT shall make no use of GETI'S promotional materials or marks, other than as set forth in paragraph 1.4 above, without GETI'S prior written consent. In no way shall the MERCHANT indicate that GETI'S services are an endorsement of the MERCHANT, its business or its business practices.

3.1 REQUIREMENTS FOR PROCESSING ELECTRONIC CHECKS. MERCHANT shall comply with the following conditions when processing electronic checks and agrees to complete all transactions in accordance with the provisions of this Agreement and such rules of operation as may be established by GETI from time to time. MERCHANT shall accept only the following checks as source documents to initiate ACH debit entries through GETI: (a) All demand deposit account checks must be drawn on or payable through a federally insured depository financial institution; be machine-readable MICR-encoded with the bank routing number, account number and check serial number printed on the check, and be for an amount less than or equal to the approved check limit assigned by GETI. (b) MERCHANT shall obtain proper identification, in the form of a valid driver's license, from the customer so as to verify that the customer is authorized to negotiate the check before submitting the check to GETI for authorization. (c) MERCHANT shall obtain a customer authorization in the form of a signed sales receipt for each check transaction submitted for electronic processing; (d) MERCHANT shall scan each check through its POP MICR reader/check scanner to initiate electronic processing. MERCHANT shall use an electronic printer connected to a POP MICR reader/check scanner to generate and print all electronic check sales receipts; (e) All items, goods and services purchased in a single transaction shall be included in the total amount on a single sales receipt; (f) At the time MERCHANT initiates authorization with GETI, MERCHANT warrants that the person presenting the check has been properly identified and is legally authorized to present the check for payment. Once GETI authorizes the transaction, MERCHANT shall ensure that the customer that presented the check signs the receipt and legibly prints his/her correct full name and telephone number by hand. To be valid, MERCHANT shall ensure the following: 1. That the sales receipt contains the following correct information: (a) the customer's bank account number and the check number from the MICR data; (b) MERCHANT'S correct name and business address; (c) the date of the transaction; (d) the total cash price of the sale (including all applicable state, federal or local surcharges and taxes) or the amount to be charged if a partial payment is made in cash or by credit card or the amount to be charged as the remaining balance owing after the deposit has been made. (e) After customer signs the receipt, MERCHANT shall deliver to the person presenting the check a true and completed copy of the sales receipt; (f) No check may be altered after GETI authorizes acceptance of the check. MERCHANT may not resubmit a check electronically or deposit it by any means, once GETI authorizes a transaction. 2. MERCHANT shall write the current phone number and driver's license number of the customer on the face of the check. Failure to comply with the above requirements will, in addition to other penalties (such as but not limited to loss of guarantee of ALL transactions), subject MERCHANT to chargebacks or withholding of funds and may be grounds for immediate suspension/termination of services and indemnification of GETI by MERCHANT pursuant to this Agreement. **YOU UNDERSTAND THAT IT IS A FEDERAL VIOLATION TO PROCESS DEBIT REQUESTS AGAINST A CONSUMER BANK ACCOUNT WITHOUT THE ELECTRONIC CHECK WRITER'S EXPRESSED AUTHORITY. YOU HEREBY ACKNOWLEDGE RECEIPT OF PROPER NOTICE THAT THE USE OF ANY COUNTERFEIT, FICTITIOUS, LOST, STOLEN, OR FRAUDULENTLY OBTAINED DEBIT INSTRUMENT TO UNLAWFULLY INITIATE A DEBIT TRANSACTION IS PUNISHABLE BY A MAXIMUM OF A \$10,000 FINE, IMPRISONMENT FOR A TERM OF TEN YEARS, OR BOTH. IT IS SPECIFICALLY UNDERSTOOD BY YOU THAT ANY TRANSACTION EVENT INITIATED AS AN UNAUTHORIZED MANUAL ENTRY OR DEPOSIT BY YOU AFTER YOU HAVE RECEIVED APPROVAL FOR ELECTRONIC DEPOSIT OF CHECK (S) OR IS INTENDED FOR ELECTRONIC DEPOSIT SHALL BE INTERPRETED AS AN UNLAWFUL DEBIT TRANSACTION PURSUANT TO THIS NOTICE. IN THE EVENT OF SUCH A VIOLATION, MERCHANT AGREES AND WARRANTS TO HOLD GETI AND ALL OF ITS ASSIGNS AND ASSOCIATES HARMLESS AND REIMBURSE GETI FOR THE TRANSACTION (S) WITHIN 24 HOURS OF SAID OCCURRENCE. IF MERCHANT REFUSES OR IS UNABLE TO REIMBURSE GETI FOR ANY SUCH OCCURRENCE, IT IS EXPRESSLY STATED AND UNDERSTOOD THAT THE MERCHANT IS IN DIRECT VIOLATION OF THIS AGREEMENT AND FEDERAL LAW, AND GETI WILL PURSUE ALL LEGAL, CIVIL, AND COLLECTION REMEDIES AS ARE POSSIBLE UNDER LAW AS REMEDY.**

3.2 CUSTOMER'S AUTHORIZATION INITIATES DEBIT ENTRY. MERCHANT acknowledges that the customer's authorization allows MERCHANT to instruct GETI to initiate an ELECTRONIC CHECK DEBIT ENTRY ("ENTRY") for MERCHANT against customer. It further permits GETI to reinitiate an ENTRY where the original ENTRY is returned and to assess a collection fee against CUSTOMER. **Any collection fees received by GETI in collecting returned checks shall be the sole property of GETI.** GETI shall present the ENTRY no more than three times. GETI, for POS Conversion service shall be entitled to assess a transaction fee as set forth in the schedule against MERCHANT for each representation. If a check is returned unpaid after the third presentation, GETI shall be entitled to debit the MERCHANT'S account for the amount of the check (POS Conversion).

3.3 RESTRICTIONS ON ACCEPTANCE OF CHECKS FOR ELECTRONIC PROCESSING. From time to time, GETI shall establish necessary security and identification procedures for presentation of checks for electronic processing pursuant to the Rules and applicable law. MERCHANT agrees to comply with such procedures and to accept such "properly presented" checks for electronic processing. MERCHANT shall not accept or attempt to process checks in excess of the maximum limitations established by GETI. In no event, will GETI accept a check greater than \$2500 for processing without prior written authorization by GETI. GETI shall also establish the number of checks, which may be submitted on a daily basis by any customer for electronic processing. MERCHANT agrees to provide GETI with any and all information needed to establish such limitations. MERCHANT further agrees to inform GETI immediately of any changes in business activities, rules or regulations, which may affect these limitations. MERCHANT further agrees to abide by these limitations as a condition to GETI electronically processing any check. MERCHANT shall scan each check submitted for processing through no more than one POP MICR reader/check scanner. MERCHANT agrees that sales completed at one location cannot be processed through a MICR reader/check scanner at another location. In no event is MERCHANT allowed to process checks manually by keying in the MICR number.

3.4 UNACCEPTABLE TRANSACTIONS. In addition to the restrictions set out above and in any event, the following transactions are unacceptable for electronic processing, and MERCHANT agrees not to submit any of the following transactions to GETI for electronic processing: (a) MERCHANT shall not process any temporary checks or checks that do not have the customer's current name, address and phone number preprinted on its face, (b) MERCHANT shall not electronically process any checks drawn on any depository institution that is not federally insured or part of the ACH network, (c) MERCHANT shall not electronically process any checks drawn on the personal checking account of MERCHANT or any of its agents or employees, (d) MERCHANT shall not accept any third party items for electronic processing or checks made payable to "cash" or "bearer", (e) MERCHANT shall not accept a traveler's check, money order, payroll check, counter check or sight draft, (f) MERCHANT shall not submit for processing any transaction representing the financing of an existing obligation whether previously owed to MERCHANT, arising from the dishonor of a check or arising from a credit card, debit card or smart card dispute with the MERCHANT, (g) MERCHANT shall not submit a transaction for processing which represents an attempt to collect a chargeback, (h) MERCHANT shall not submit a check written for goods or services that are not concurrently provided to the customer, including any check given for a service contract, gift certificate, a layaway (except for the final payment) or for a similar transaction, or for goods or services provided to a third party, (i) MERCHANT shall not submit a check which contains erasures, or which is altered, unless the alteration is initiated by the customer at time of presentation, (j) MERCHANT shall not knowingly submit a check on an account which GETI previously denied authorization. MERCHANT'S submission of any of the above transactions for electronic processing may subject the MERCHANT to immediate suspension or termination, and all funds of MERCHANT, including those in MERCHANT'S account, may be placed on hold. This will also remove GETI POS Guarantee Conversion coverage from ALL checks.

3.5 SURCHARGES AND TAXES. MERCHANT shall not impose any illegal surcharge on any electronically processed check transaction. MERCHANT shall collect all required taxes at time of sale. All required taxes must be included in the total transaction amount at the time such is submitted for authorization by GETI and must be reflected in the face amount of the check. In any event, MERCHANT shall not collect any required taxes separately in cash, or otherwise. MERCHANT is responsible for paying all taxes collected to the appropriate authorities in a timely manner.

3.6 IRS REPORTING AND WITHHOLDINGS. Section 6050W of the Internal Revenue Code ("Code") requires payment providers and third party payment networks, such as GETI, to report payment settlement amounts to the Internal Revenue Service ("IRS") for each Merchant processing through GETI. Merchant shall verify its identity by providing GETI with a Tax Identification Number ("TIN") such as a Social Security Number (SSN) or Employer Identification Number (EIN) for each Merchant Account. In the event Merchant fails to provide its TIN, GETI will place a restriction on Merchant's Account and may restrict the receipt of funds into Merchant's Account, or withhold a percentage of payments deposited into Merchant's Account in order to satisfy the backup withholding requirements of the IRS. GETI may charge up to \$25.00 annually for associated administrative costs.

4.1 **EQUIPMENT.** MERCHANT shall furnish each outlet, retail location, or business entity with a POP MICR reader/check scanner electronic printer. GETI shall assign each MERCHANT's POP MICR reader/check scanner an identification number. MERCHANT is responsible for all telecommunication fees and charges, including but not limited to telephone fees, associated with and related to the use of the POP MICR reader/check scanners. MERCHANT shall maintain all equipment related to electronic check processing in good working order at MERCHANT's expense. MERCHANT shall advise GETI immediately in the event of a breakdown of a POP MICR reader/check scanner, electronic printer, or check reader or of any other system failure. MERCHANT acknowledges that GETI is not responsible for any POP MICR reader/check scanner or related equipment problems unless required fees are current. MERCHANT acknowledges that GETI will replace any reader/check scanner within 24 hours of notification of any MERCHANT in good standing provided they are current with monthly fees including their \$5.00 monthly reader/check scanner replacement fee. Replacement of equipment will be subject to written notification from MERCHANT to GETI and GETI's approval of request. Moreover, GETI's approval of such equipment does not constitute nor express an implied warranty, representation or endorsement of such equipment.

4.2 **USE OF EQUIPMENT.** MERCHANT agrees to utilize only equipment approved by GETI for the electronic processing of checks and in a format and medium of transmission acceptable to GETI.

4.3 **VIRTUAL TERMINAL.** If MERCHANT has marked the Virtual Terminal option box on the application form of this Agreement then MERCHANT wishes to use the GETI Virtual Terminal in place of a traditional credit card terminal. GETI's Virtual Terminal performs the basic functions of a traditional credit card terminal including verification services, ACH conversion, and transaction voids. **NOTE: ACH Conversion Services requires use of a GETI compatible Check Imager or Check Reader connected to the PC.** MERCHANT is required to use a 3.5 inch or PC printer to print EFT receipts in order to obtain CUSTOMER'S signature authorization in conjunction with Check Conversion Services per NACHA and Reg "E". If a compatible Imager or Reader is not used, then MERCHANT understands that GETI will only provide Verification Services, and there will be no transactions converted and processed via ACH. The GETI Virtual Terminal requires Internet Explorer 7.0 or higher. Supported Operating Systems include WindowsXP ® or higher (32 and 64-bit versions). Merchant is responsible for all telecommunication fees and charges, including but not limited to telephone fees associated with and related to the use of the GETI Virtual Terminal Software.

5.1 **DAILY SETTLEMENT OF TRANSACTIONS.** MERCHANT agrees to "batch out" each POP MICR reader/check scanner used on a daily basis. "Batch out" shall mean that MERCHANT totals and settles all of the transactions on each POP MICR reader/check scanner used by midnight (12:00 am) of the day GETI authorizes the sale and transmits the information contained in the batch out to GETI. In addition, any transactions contained in an untimely batch out may be refused or become subject to chargeback or held until after a sixty-day period for consumer chargebacks by GETI. If MERCHANT account is POS GUARANTEE CONVERSION then checks contained in an untimely batch out are not covered under the POS GUARANTEE CONVERSION program. If so requested by GETI, the signed Electronic Check Authorization receipt must be sent out and received at GETI's designated location within 48 hours from the request date. Failure to do so will remove GETI's obligations under the GETI POS Guarantee Conversion program for such checks at GETI's sole discretion. MERCHANT acknowledges that failure to batch out on a timely basis may be grounds for suspension or termination at GETI's sole discretion. **MERCHANT acknowledges that failure to batch out will delay funds being deposited and loss of guarantee coverage on those checks and GETI may apply a \$25.00 fee for each terminal daily on which MERCHANT fails to transmit a timely batch out.**

5.2 **NETTING OF TRANSACTIONS.** MERCHANT acknowledges that all transactions between GETI and MERCHANT under this Agreement, except assessment of fees, shall be treated as a single transaction for purposes of daily settlement between MERCHANT and GETI.

5.3 **PROVISIONAL SETTLEMENTS.** MERCHANT acknowledges that all settlements between GETI and MERCHANT are provisional and are subject to the customer's rights to dispute the charges against the customer's account. In submitting electronic checks to GETI, MERCHANT endorses and assigns to GETI all right, title and interest to such checks with rights of endorsement. MERCHANT acknowledges that GETI has the right to receive payment on all electronically processed checks acquired and MERCHANT will not attempt to collect on any such transactions. If any payment is tendered to MERCHANT, MERCHANT will notify GETI by telephone of the payment, endorse the check; sign it over to GETI and immediately mail the payment to GETI by certified mail. If customer pays cash, MERCHANT shall reimburse GETI by MERCHANT's check.

5.4 **PAYMENT.** MERCHANT acknowledges that this Agreement provides for the provisional settlement of MERCHANT'S transactions, subject to certain terms and conditions, fees, credit transactions, contingent claims for chargebacks, adjustments and final settlement including but not limited to those enumerated herein. All payments to MERCHANT for legitimate and authorized transactions shall be made by GETI through the ACH and shall normally be electronically transmitted directly to MERCHANT'S designated account. However, GETI cannot guarantee the timeliness with which any payment may be credited by MERCHANT'S bank. MERCHANT understands that due to the nature of the ACH and the electronic networks involved and the fact that not all banks belong to an ACH, payment to MERCHANT can be delayed. In such cases, MERCHANT agrees to work with GETI to help resolve any problems in crediting MERCHANT'S designated account. In the event that a payment is rejected by MERCHANT'S bank or fails to arrive within five (5) days from the date of settlement due to problems beyond GETI'S control, GETI may periodically wire transfer all funds due MERCHANT until the problem is corrected, at MERCHANT'S EXPENSE. All payments to MERCHANT shall be made after first deducting therefrom any discount fee, transaction fee, credit, chargeback, reserve or other fee or charge for which MERCHANT is responsible pursuant to this Agreement. Said charges and fees shall be deducted from incoming transactions or may be debited against MERCHANT'S designated Account at GETI'S sole discretion, without any further notice or demand.

5.5 **AUTHORIZATION TO ACCESS MERCHANT'S ACCOUNT.** MERCHANT hereby authorizes GETI to initiate debit and credit entries to MERCHANT'S designated account. MERCHANT'S authorization shall continue in effect for at least 180 days after termination of this Agreement, or for a longer period as determined necessary by GETI in the exercise of its sole discretion in order to properly terminate business. Unless a reserve or delay is placed on the MERCHANT'S account, GETI will transmit settlement to MERCHANT'S bank by the fourth bank business day following the day MERCHANT batches out a MICR reader/check scanner's transactions. In cases where MERCHANT has been approved by GETI in advance to initiate credit entries, the debit to MERCHANT'S account will be initiated first and the credit to the customer may be held until MERCHANT'S debit clears, generally within 6 banking days or for a longer period as determined necessary by GETI to insure the funds have cleared MERCHANT'S account. GETI may hold back certain amounts where GETI is investigating a transaction for breach of warranty or transactional requirements by MERCHANT or for other reasons. GETI shall monitor MERCHANT'S transactional activity and MERCHANT agrees that GETI may delay funds for a reasonable period to investigate account activity. GETI will attempt to notify MERCHANT of any investigation, but GETI shall have no liability to MERCHANT or any other party, for any such actions taken by GETI. MERCHANT agrees that GETI may hold, setoff or retain funds to protect against amounts owed GETI or based on MERCHANT'S financial condition. GETI will not be liable for any dishonor of any item as a result of actions taken hereunder. Any account is subject to review, verification, audit and acceptance by GETI. GETI may return any item to MERCHANT for correction or proper processing.

5.6 **RETURNS AND CREDITS.** MERCHANT shall maintain a fair policy permitting refunds, exchanges, returns and adjustments. During the term of this Agreement, MERCHANT shall be responsible for making all cash or check refunds to customer after a transaction has been batched out for settlement. Unless MERCHANT has been approved by GETI in advance to initiate credit entries for a lesser amount than the original electronic check entry, MERCHANT must initiate a credit receipt for the same amount as the debit entry to effect voids, which occur the same day as the day of authorization and prior to batching out. MERCHANT must use the POP equipment or approved GETI software to transmit the credit. MERCHANT shall obtain proper written authorization from the Customer whose name is printed on the face of the check or the customer's authorized representative prior to crediting Customer's account. The customer or its authorized representative shall sign the completed credit receipt and a copy of the credit receipt shall be delivered to the customer at the time of each cancellation of a transaction. Each debit and credit entry shall constitute a separate transaction for which a processing fee will apply. If it becomes necessary for a reversal of a transaction to be initiated, MERCHANT shall request in writing to GETI to initiate such reversal. MERCHANT shall give GETI enough information to create such reversal. A fee of no more than twenty-five dollars for each transaction reversal may be charged by GETI.

6.1 **WARRANTIES BY MERCHANT.** MERCHANT warrants and agrees to fully comply with all federal, state, and local laws, rules and regulations, as amended from time to time, including those with respect to consumer protection. MERCHANT also warrants not to change the nature of its business as indicated on the Application attached hereto and submitted herewith or to modify the ownership of the business without the prior written consent of GETI. With each transaction presented to GETI by MERCHANT for authorization, MERCHANT specifically warrants and represents that: (a) each customer has authorized the debiting or crediting of its checking account, that each debit or credit is for an amount agreed to by the customer; (b) each debit or credit entry was authorized by the person named on the checking account or the authorized representative or agent of such person; (c) the sales receipt is valid in form and has been completed in accordance with all applicable laws and all of the provisions set forth in this Agreement; (d) the total amount of each sales receipt evidences all goods and services purchased in a single transaction (No splitting check transactions to multiple checks); (e) MERCHANT has delivered the goods or completed the services identified in the authorized sales receipt draft; (f) each sales draft represents a bona fide direct sales transaction between the MERCHANT and the person presenting the check in the MERCHANT'S ordinary course of business and that the amount of the sales draft evidences the customer's total indebtedness for the transaction involved; (g) the person presenting the check has no claim, defense, right of offset, or dispute against MERCHANT in connection with the purchase of the goods or services and MERCHANT will provide adequate services to the person presenting the check and will honor all warranties applicable thereto; (h) all of MERCHANT'S business locations engage in the business activity listed on the face of this Agreement; (i) MERCHANT warrants that ALL types of its business are clearly and precisely stated on this application; (j) the percentage of mail order sales listed by MERCHANT for each location is consistent with the information provided in the application; (k) MERCHANT, nor any of its employees have submitted checks drawn from their personal checking accounts on the MERCHANT'S MICR reader/check scanner; (l) MERCHANT uses only the name and address shown on the front of the Agreement on all its sales drafts; (m) MERCHANT has not submitted duplicates of any transaction; (n) MERCHANT warrants that check banking information on the printed receipt is correct; and (o) no transaction submitted for authorization to GETI is with or through an entity other than MERCHANT; MERCHANT further acknowledges that if for any reason funds are credited to MERCHANT in excess of the amount that MERCHANT is entitled to receive under this Agreement, MERCHANT shall return all such excess funds to GETI upon demand by GETI. Such excess funds may be collected by GETI by a debit to MERCHANT'S designated account initiated by GETI as provided in this Agreement. If for any reason such account does not have sufficient funds, then MERCHANT shall promptly remit the excess funds to GETI. Until the return of such funds to GETI, MERCHANT acknowledges that it shall hold all such funds in trust for the benefit of GETI.

7.1 **LIMITATION OF LIABILITY AND MERCHANT'S WAIVER OF DAMAGES.** GETI shall be responsible for performance of the ACH services as a third-party provider in accordance with the terms of this Agreement. GETI shall not be responsible for any other person's or entity's errors, acts, omissions, failures to act, negligence or intentional conduct, including without limitation entities such as GETI's communication carrier or clearing houses, and no such entity shall be deemed to be a representative or an agent of GETI. **IN NO EVENT SHALL GETI BE LIABLE TO MERCHANT FOR ANY CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR SPECIAL DAMAGES WHICH MERCHANT OR ITS CUSTOMERS, AFFILIATES, PARENT COMPANIES, ASSOCIATES, AGENTS, OFFICERS, DIRECTORS OR EMPLOYEES MAY INCUR OR SUFFER IN CONNECTION WITH THIS AGREEMENT, INCLUDING LOSS OR DAMAGE FROM SUBSEQUENT WRONGFUL DISHONOR RESULTING FROM GETI'S ACTS OR OMISSIONS PURSUANT TO THIS AGREEMENT.**

7.2 **FORCE MAJEURE.** GETI shall not be responsible for delays, nonperformance, damages, lost profits or other losses caused directly or indirectly by any Act of God, including, without limitation, fires, earthquakes, tornados, hurricanes, wars, labor disputes, communication failures, legal constraints, power outages, data transmission loss or failure, incorrect data transmission or any other event outside the direct control of GETI.

8.1 **CONFIDENTIALITY OF CUSTOMER INFORMATION.** MERCHANT further warrants and agrees that it shall not sell, purchase, provide, or exchange checking account information in the form of sales drafts, mailing lists, tapes, or any other media obtained by reason of a transaction or otherwise, to any third party other than to GETI, MERCHANT'S agents approved by GETI for the purpose of assisting MERCHANT in its business to GETI, the financial institution named on the check, or pursuant to lawful government demand without the account holder's explicit written consent.

All media containing checking account numbers must be stored in an area limited to selected personnel until discarding and must be destroyed prior to or in connection with discarding in a manner that will render the data unreadable. MERCHANT will not disclose and will keep confidential the terms and conditions of this Agreement.

9.1 **CHARGEBACKS AND RETURNS.** MERCHANT shall bear all risk of loss, without warranty or recourse to GETI for the amount of any transaction, or other amounts due GETI (including GETI's actual costs and expenses) due to or caused by chargebacks and returns of any kind, whether for customer chargebacks, insufficient funds returns, administrative returns, or any other type of return, except as set forth in the GETI POS GUARANTEE CONVERSION provisions below (provided that MERCHANT has purchased and GETI agreed to provide POS GUARANTEE CONVERSION service). GETI shall have the right to debit MERCHANT'S incoming transactions, designated account or any other funds of MERCHANT in GETI'S direct or indirect control by reason of GETI'S security interest granted to GETI by MERCHANT hereunder, and to chargeback such transactions to MERCHANT including, but not limited to any of the following situations: (a) where goods have been returned or service canceled by the person submitting the check for electronic processing and that person has requested a credit draft and such credit draft was not processed by MERCHANT; (b) where the sales draft or purchaser breaches any representation, warranty or covenant or failed to meet the requirements of this Agreement, or applicable law, or has not been authorized in advance by the authorization center as required hereunder; (c) where the transaction is for a type of goods or services sold other than as disclosed in the MERCHANT application or approved in advance by GETI or the amount shown on the sales receipt differs from the copy given to the customer; (d) where a customer contends or disputes in writing to GETI, or the customer's financial institution named on the check that: (1) Goods or services were not received; or (2) Goods or services received do not conform to the description on the sales receipt; or (3) Goods or services were defective or the customer has a claim, dispute or defense to payment related to the transaction; or (4) The dispute reflects a claim or defense authorized by a relevant statute or regulation, (e) where a check authorization document was not received by GETI as required herein or is subject to indemnification charged back by the customer's financial institution; (f) where the transaction was generated through the use of an account that was not valid (As in, but not limited to, R03,R04 return codes) or effective (As in, but not limited to, R02 return code) on the transaction date or which was made on an altered or counterfeit check authorization document or of which MERCHANT had notice not to honor and failed to reject the transaction or if MERCHANT disregarded any denial of authorization; (g) where no signature of the transaction appears on the sales check authorization document or if MERCHANT failed to obtain specific authorization in advance from GETI to complete the transaction and/or a valid authorization number was not on the sales receipt and/or the customer has certified in writing to GETI or his financial institution that no authorized user made or authorized the transaction; (h) where security procedures were not followed; (i) where the customer's financial institution or GETI has information that MERCHANT fraud occurred at the time of the transaction(s), or the transaction is not a sale by MERCHANT whether or not such transaction(s) was authorized by the customer; (j) in any other situation where the check authorization was executed or a credit was given to MERCHANT in circumstances constituting a breach of any representation or warranty of MERCHANT or in violation of applicable law or where MERCHANT has not provided documents or resolved a customer dispute whether or not a transaction is charged back; (k) a sales receipt was charged back and represented whether or not the customer knows or consents to this representation. If, with respect to any one of MERCHANT'S outlets, the amount of or number of any counterfeit or fraud incidents becomes excessive, in the sole determination of GETI; (l) MERCHANT does not provide copy of the signed authorization receipt as requested by GETI within forty-eight (48) hours from the time of such request. MERCHANT may be charged back for all transactions, this Agreement may be terminated immediately without notice, and MERCHANT'S funds, including but not limited to those in incoming transactions and in MERCHANT'S designated account, shall be held pursuant to the provisions herein. GETI shall retain any discount or fee related to a chargeback transaction. MERCHANT agrees that GETI will assess up to twenty-five dollars for each chargeback, or such increased or additional charges as may be established by GETI from time to time. **Additionally, GETI shall have the same rights to debit MERCHANT'S account for transactions returned or not honored for any reason, including but not limited to insufficient funds, administrative returns, or any other kind of returned transaction. If MERCHANT has requested the GETI POS GUARANTEE CONVERSION service, and GETI has accepted the application for POS GUARANTEE CONVERSION service, certain transactions are guaranteed, as listed in the GETI POS GUARANTEE CONVERSION provisions below.**

9.2 **CHARGEBACK AND RETURNS RESERVE ACCOUNT.** Notwithstanding any other language to the contrary contained in this Agreement, GETI reserves the right to establish, without notice to MERCHANT, and MERCHANT agrees to fund a non-interest bearing Chargeback and Return Reserve Account, or demand other security and/or to raise any discount fee or transaction fee hereunder, upon GETI'S reasonable determination of the occurrence of any of the following: (a) MERCHANT engages in any processing of charges which create an overcharge to the customer by duplication of charges; (b) **Failure by MERCHANT to fully disclose the true nature or percentage of its actual or expected losses due to insufficient funds transactions, fraud, theft or deceit on the part of its customers, or due to administrative chargebacks/returns, or chargebacks or rejections by customers;** (c) **Failure by MERCHANT to fully disclose the true nature of its business to GETI to permit a fully informed decision as to the suitability of MERCHANT for processing through GETI;** (d) Failure by MERCHANT to fully disclose the true ownership of MERCHANT'S business entity or evidence of fraud; (e) Processing by MERCHANT of unauthorized charges or any other action which violates applicable risk management standards of GETI or is likely to cause loss; (f) **Any misrepresentation made by MERCHANT in completion of the MERCHANT Application or breach of any other covenant, warranty, or representation contained in this Agreement** or applicable law including a change of type of business without prior written approval by GETI; (g) MERCHANT has chargebacks or returns of any kind which exceed 1% of the total number of transactions completed by MERCHANT in any thirty (30) calendar day period; (h) Excessive number of requests from customers or issuing banks for retrieval of documentation; (i) MERCHANT'S financial stability is in question or MERCHANT ceases doing business; or (j) Upon notice of or termination of this Agreement. After payment or adequate provision for payment is made by GETI, for all obligations on the part of MERCHANT to GETI under this Agreement, MERCHANT may request GETI to disburse to MERCHANT any funds remaining in the Chargeback and Return Reserve Account unless otherwise agreed to by GETI. Such funds will not be disbursed to MERCHANT until the end of one hundred eighty (180) days after termination of this Agreement or ninety (90) days from the date of the last chargeback or return activity, whichever is later, unless GETI in its sole discretion has reason to believe that customer chargeback rights may be longer than such period of time or that loss is otherwise likely, in which event GETI will notify MERCHANT of such fact and GETI will set the date when funds shall be released. No monies held in the Chargeback and Return Reserve Account shall bear interest. Provisions applicable to the designated account are also applicable to this account.

9.3 **COLLECTIONS.** MERCHANT acknowledges and agrees that when collection services are required, GETI may utilize an appropriately licensed third party to perform such collection services. MERCHANT further authorizes GETI to continue collection efforts for MERCHANT. If collections are unsuccessful after sixty (60) days, GETI shall discontinue collections and be absolved of all responsibility.

10.1 **GETI POS GUARANTEE CONVERSION.** The GETI POS GUARANTEE CONVERSION provisions are operational only if MERCHANT has marked the GETI POS GUARANTEE CONVERSION box on the application form of the Agreement. If so marked, MERCHANT wishes GETI to provide a guarantee for reimbursement of losses sustained by MERCHANT in accepting checks for electronic processing. In addition to the provisions previously set forth and notwithstanding any provisions to the contrary, GETI has established a per account Guarantee Limit, as per the Schedule (located in the Application Approval Box), based on a percentage of the face amount of any and all checks (and a local access [Transaction fee] fee) as set forth in the pricing section of the agreement) presented at MERCHANT'S place of business or at other locations which are listed in any attachments to this Agreement, subject to the terms and conditions set forth in this Agreement. GETI shall reimburse MERCHANT per Schedule, up to the Guarantee Limit, as measured from the date of verification of non-payment, subject to MERCHANT'S compliance with all of the terms and conditions contained in this Agreement or any of GETI'S other published instructions. GETI shall have the right to adjust MERCHANT'S rate including GETI POS Guarantee Conversion rate based upon its sole determination. Each month MERCHANT shall have access to an itemized summary of electronic check deposits. GETI shall process up to the check limit established for MERCHANT, but will not be responsible for reimbursement of checks exceeding the MERCHANT'S approved guarantee limit. The following transaction types are not included in the GETI POS GUARANTEE CONVERSION service, and GETI assumes no liability for and will provide no reimbursement for transactions as follows: Incorrect MICR data reads, unable to locate account or invalid account number returns, customer chargebacks or customer revocations of any transaction. **POS Guarantee Conversion reimbursement shall only serve to cover MERCHANT losses due to, NSF returns, and Insufficient Funds returns up to the per account guarantee limit placed in the approval section of the contract.**

10.2 **MERCHANT SHALL PAY.** A Discount Fee, as per Schedule, based upon a percentage of the face amount of checks inquired to the database during the month. A network compliance fee up to \$4.00 per month. As per schedule: a Monthly Minimum fee and Service Fee to be paid each month (GETI reserves the right to increase the Service Fee by \$10 if processing volume results in a transaction return rate of 7% or higher), a transaction fee for each ACH deposit, and a transaction fee for each electronic inquiry to the database that does not result in an electronic transfer of funds and a "batch out" fee equal to the transaction fee, or 25 cents, whichever is greater. A fee of no more than twenty-five dollars may be charged per transaction return. A \$5.00 monthly fee to be paid each month as related to reader/scanner replacement and an annual subscription fee of \$59.95 that may be debited each year. If MERCHANT terminates this agreement, a one-time termination fee of one hundred ninety nine dollars (\$199.00) will be assessed and electronically debited from the MERCHANT'S account for administrative processing. MERCHANT must promptly notify GETI in writing of any dispute regarding fees under this Agreement. MERCHANT'S written notice must include: (i) MERCHANT name and account number; and (ii) the dollar amount and description of the disputed fees. Such written notice must be received by GETI no later than ninety (90) days after the disputed fees have been paid by MERCHANT or charged to MERCHANT'S account by GETI. MERCHANT'S failure to so notify GETI will waive and bar the dispute.

10.3 **CHECK PROCESSING.** MERCHANT shall submit all documentation related to the POS GUARANTEE CONVERSION guaranteed transactions to GETI within forty-eight hours of GETI'S request.

10.4 **ASSIGNMENT OF CHECKS.** As of the date of this Agreement and by subscribing to GETI POS GUARANTEE CONVERSION, MERCHANT shall be deemed to have assigned to GETI, without recourse, all of MERCHANT'S right, title and interest in any and all checks, including any rights to treble or punitive damages permitted under applicable law. MERCHANT shall execute and deliver endorsements, instruments, and papers and shall do whatever is necessary under the laws of any applicable jurisdictions to secure and defend GETI'S rights and shall do nothing to prejudice those rights. MERCHANT shall cooperate with GETI in pursuing GETI'S rights, including suing or prosecution of the customer under all applicable laws.

10.5 **NOTIFICATION OF PAYMENTS RECEIVED.** MERCHANT shall notify GETI pursuant to the provision set forth in Section 5.3

11.1 **CHECKS FOR WHICH MERCHANT WILL NOT BE REIMBURSED UNDER GETI POS GUARANTEE CONVERSION.** In addition to the provisions set forth in this Agreement and notwithstanding any other provisions to the contrary, GETI shall have no obligation to reimburse MERCHANT for checks that are: (a) Not honored by the customer's financial institution because of the customer's instructions to "stop payment" on the check; (b) Fraudulent, whether MERCHANT, its employees or agents are involved, either as a principal or as an accessory, in the issuance; (c) Accepted by MERCHANT or its employees with advance knowledge of the likelihood of its being dishonored even though authorized by GETI; (d) Lost, stolen, altered or counterfeit, and GETI has reason to believe that MERCHANT failed to use reasonable care in verifying the customer's identity; (e) Given as a substitute for a previously accepted check, whether or not the previous check was authorized by Company or, any check upon which MERCHANT has accepted full or partial payment; (f) One of multiple checks presented to MERCHANT in a single transaction for electronic processing; (g) For goods, if the goods are subsequently returned by customer or repossessed by MERCHANT or lien holder, within 65 days of date of purchase; (h) Not honored by the customer's financial institution because of the failure of, the closing of, or government-imposed restrictions on withdrawals from the financial institution; (i) Checks for which MERCHANT returns cash back to the customer, unless MERCHANT is approved in writing by GETI for such cash back; (j) Checks for which GETI previously denied authorization; (k) Not in compliance with this agreement and not processed in accordance with the check processing provisions of this Agreement; (l) Incorrect MICR data scans or reads; (m) unable to locate account or invalid account number returns. In addition, before processing the check and as a condition to honoring the check, MERCHANT shall obtain sufficient personal information to locate the person presenting the check, including but not limited to a current home or business telephone number including area code, a current home address consisting of a street or rural route address, not a post office box, and the customer's valid, unexpired driver's

license number or non-driver identification number together with the state of issuance. MERCHANT shall ensure that this identifying information is legibly printed on the check; (n) Checks must have a current phone number of customer imprinted or written on them; (o) Checks must have drivers license written on them.

12.1 **COMPLIANCE AND DISCLOSURE OF INFORMATION.** MERCHANT shall provide such information and certifications as GETI may reasonably require from time to time to determine MERCHANT'S compliance with the terms and conditions of this Agreement and applicable law. MERCHANT further agrees to produce and make available for inspection by GETI or its officers, agents, attorneys, accountants, or representatives, such books and records of MERCHANT as GETI may deem reasonably necessary to be adequately informed of the business and financial condition of MERCHANT, or the ability of MERCHANT to observe or perform its obligations to GETI pursuant to this Agreement. MERCHANT further agrees to provide to GETI from time to time such information including, but not limited to, credit reports, personal and/or business financial statements, income tax returns, or other such information as GETI may request. MERCHANT grants to GETI continuing authority to conduct credit checks and background investigations and inquiries concerning MERCHANT and MERCHANT'S owner(s) including, but not limited to, character and business references and the financial condition of MERCHANT and MERCHANT'S owner(s). MERCHANT expressly authorizes GETI or its agents, attorneys, accountants, and representatives to provide and receive such information from any and all third parties directly, without further consent or authorization on the part of MERCHANT. GETI may share with others its credit, sales and other information. MERCHANT will not transfer, sell, or merge or liquidate its business or assets or otherwise transfer control of its business, change its ownership in any amount or respect, engage in any joint venture partnership or similar business arrangement, change its basic nature or method of business, types of products sold or engage in sales by phone or mail order without providing notice to GETI and provide GETI with the opportunity to terminate this Agreement.

12.2 **COMPLIANCE WITH THE RULES AND APPLICABLE LAW.** The Merchant's rights and obligations with respect to any Entry are governed by the NACHA Rules ("the Rules"), this Agreement and applicable law. The Merchant agrees to comply with and be bound by "the Rules". The Merchant agrees to comply with applicable state and federal law or regulation and Merchant warrants that it will not transmit any Entry that violates the laws of the United States, including, without limitation, regulations of the Office of Foreign Asset Control (OFAC).

13.1 **DATA RETENTION.** MERCHANT shall retain all records related to authorization, including all sales and credit receipts for a period of no less than two years following the date of the transaction. According to GETI'S current policy for GETI, MERCHANT shall stamp or mark "ACH processed" and hand the check back to the check writer. **If check is handed back to check writer then MERCHANT acknowledges that GETI will not be able to provide any check collection services beyond the third electronic presentment of the check. Failure to provide the signed authorization receipt to GETI will result in cessation of collection efforts, and GETI will be entitled to immediately debit MERCHANT'S account for any previously processed and returned transactions.**

14.1 **ADDITIONAL MERCHANT REPRESENTATIONS.** MERCHANT agrees to permit GETI to audit MERCHANT upon reasonable notice. MERCHANT agrees that any outstanding amount(s) owed to GETI shall be subject to a 1.5% finance charge monthly. Any outstanding sums will be sent to an outside collection agency and charged the maximum amount of civil, legal, and collection fees/charges as is allowed by law.

15.1 **ADDITIONAL GETI RESPONSIBILITIES.** GETI will accept entries via check reader hardware on a 24-hour per day basis. GETI is only responsible for processing entries that have arrived at its premises in a proper format and on a timely basis. GETI will use information provided by MERCHANT to originate its entries in the ACH. MERCHANT understands and agrees that GETI may reject MERCHANT'S entries for any reason permitted in this Agreement and/or if acceptance of such entry would cause GETI to potentially violate any federal, state or local law, rule statute, or regulation, including without limitation any Federal Reserve or other regulatory risk control program. At MERCHANT'S written request, GETI will make reasonable efforts to reverse or delete an entry, but will under no circumstance be liable for the failure to comply with such request.

16.1 **INDEMNIFICATION.** MERCHANT agrees to indemnify GETI for any cost, expense, and damage, lost profit and/or attorneys' fees caused by any breach of its obligations or representations in this Agreement.

17.1 **NON-WAIVER.** Neither the failure nor any delay on the part of GETI to exercise any right, remedy, power or privilege hereunder shall operate as a waiver thereof or give rise to an estoppel nor be construed as an agreement to modify the terms of this Agreement, nor shall any single or partial exercise of any right, remedy, power or privilege with respect to any occurrence be construed as a waiver of such right, remedy, power or privilege with respect to any other occurrence. No waiver by a party hereunder shall be effective unless it is in writing and signed by the party making such waiver, and then such waiver shall apply only to the extent specifically stated in such writing.

18.1 **ASSIGNMENT.** MERCHANT may not assign or transfer any rights under this Agreement unless and until it receives the prior written approval of GETI. GETI may freely assign this Agreement, its rights, benefits and duties hereunder.

18.2 **TERMINATION.** This Agreement shall continue indefinitely unless and until terminated by either party. MERCHANT must provide sixty (60) days written notice to GETI of termination and monthly minimum and subscription fees will continue in effect for this time. If either party terminates this agreement a one-time fee of one hundred ninety nine dollars (\$199.00) will be assessed and electronically debited from MERCHANTS account. GETI shall have the right to suspend or terminate this Agreement immediately and without notice to MERCHANT.

19.1 **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, such counterparts to constitute but one and the same instrument.

20.1 **SCHEDULE OF FEES.** Attached to this Agreement and incorporated herein by reference is a Schedule of Fees, which contains the Discount Fee, Transaction Fees, Minimum Monthly Discount Fee, Subscription Fee, Batch Out Fee, Termination Fee and other terms and conditions in effect on the commencement date of this Agreement. GETI reserves the right at all times to unilaterally change all or part thereof, or any other terms of this Agreement upon written notice to MERCHANT.

20.2 **APPLICATION FEE.** Any application fee paid to GETI is non-refundable whether or not MERCHANT and this Agreement are accepted by GETI.

21.1 **ENTIRE AGREEMENT.** This Agreement, including the attached Schedules, together with the Account Agreement, is the complete and exclusive statement of the agreement between GETI and the MERCHANT with respect to the subject matter hereof and supersedes any prior agreement(s) between GETI and the MERCHANT with respect to the subject matter. In the event of any inconsistency between the terms of this Agreement and the Account Agreement, the terms of this Agreement shall govern. In the event the performance of the services provided herein in accordance with the terms of this Agreement would result in a violation of any present or future statute, regulation or government policy to which GETI, the Originating Depository Financial Institution (ODFI) or MERCHANT is subject, and which governs or affects transactions contemplated by this Agreement, then this Agreement shall be deemed amended to the extent necessary to comply with such statute, regulation or policy and GETI, the ODFI and MERCHANT shall incur no liability as a result of such changes except as provided in the following paragraph.

22.1 **AMENDMENTS.** As stated in paragraph 21.1, GETI, the ODFI or MERCHANT may amend operations or processing procedures in order to conform to and comply with any changes in the Rules or applicable Federal or State Regulations. The changes would be, without limitation, those relating to any cut-off time and the close of any business day. Such amendments to operations or procedures shall become effective upon receipt of written notice to the other party, as provided for herein, or upon such date as may be provided in the Rules or applicable law or regulation referenced in the written notice, whichever is earlier in time. Use of the ACH services after any such changes shall constitute acceptance of the changes by the parties. No other amendments or modifications to this Agreement will be effective unless such changes are reduced to writing and are signed by the duly authorized party or parties to this Agreement and such Amendments are incorporated into and made a part of this document.

23.1 **BINDING AGREEMENT; BENEFIT** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns. This Agreement is not for the benefit of any other person or entity and no other person or entity shall have any right against GETI.

24.1 **ATTORNEYS' FEES.** In the event that it becomes necessary for GETI to employ an attorney to enforce, interpret, mediate or arbitrate this Agreement, or collect a debt from MERCHANT GETI shall be entitled to recover its reasonable attorneys' fees, costs, and disbursements related to such dispute from MERCHANT.

25.1 **CHOICE OF LAW, VENUE & JURISDICTION.** Notwithstanding any language to the contrary, all issues related to the electronic processing of checks under the terms of this Agreement shall be determined in accordance with the NACHA Rules. In the event of a conflict between the Rules and applicable local, state or federal law, the Rules shall prevail unless otherwise prohibited by law. To the extent that an issue arises which is not covered by the Rules, this Agreement shall be governed by and construed in accordance with Florida law and it is expressly agreed that venue and jurisdiction for all such matters shall lie in Okaloosa County, Florida. MERCHANT acknowledges that this Agreement was formed in Florida, upon its acceptance by GETI.

26.1 **SEVERABILITY.** If any provision of the Agreement is held to be illegal, invalid, or unenforceable, in whole or in part, by court decision, statute, or rule such holding shall not affect any other provisions of this Agreement. All other provisions or parts thereof shall remain in full force and effect and this Agreement shall, in such circumstances, be deemed modified to the extent necessary to render enforceable the provision hereof.

27.1 **HEADINGS.** The headings in this Agreement are used for referenced purposes only. They shall not be deemed as part of this Agreement and shall not affect its interpretation.

28.1 **EFFECTIVE DATE.** This Agreement shall be effective only upon acceptance by GETI.

29.1 **IN WITNESS WHEREOF** the parties hereto have caused this Agreement to be executed by their duly authorized officers.