

Seamless Chex Funds Confirmation Application



SeamlessChex

Main: 888-998-2439

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Business Information

| | | | | | |
|--|--------|------|----------------|--------|------|
| Business DBA Name: | | | Legal Name: | | |
| Physical Street Address: | | | Legal Address: | | |
| City: | State: | Zip: | City: | State: | Zip: |
| DBA Phone: | | | Corp Phone: | | |
| Contact Name: | | | Contact Email: | | |
| Customer Service Phone #: | | | Website URL: | | |
| Legal Entity: <input type="checkbox"/> Corp <input type="checkbox"/> Sole Prop <input type="checkbox"/> LLC <input type="checkbox"/> Partnership | | | Tax ID/SSN: | | |

Business Profile

Types of goods or services sold:

How do you accept payments : Check By Phone ACH Payments Credit Card Payments Other

| | | |
|-----------------|-----------------|-----------------|
| Monthly Volume: | Average Ticket: | Highest Ticket: |
|-----------------|-----------------|-----------------|

Describe exactly what you will use your Check By Phone account for:

Owner/Officer Information

| | | | | | |
|---------------|----------|---------------|--------|----------|------|
| First: | Last: | First: | Last: | | |
| Home Address: | | Home Address: | | | |
| City: | State: | Zip: | City: | State: | Zip: |
| Title: | % Owned: | | Title: | % Owned: | |
| Phone: | DOB: | SSN: | Phone: | DOB: | SSN: |

Fees

| | | |
|--------------|-------------------|-------------------------|
| Monthly Fee: | Verification Fee: | Funds Confirmation Fee: |
|--------------|-------------------|-------------------------|

Merchant Initials_____

MERCHANT Terms of Service Agreement

Authorization: I authorize Seamless Checks, LLC (SC) to charge my credit daily, weekly, and monthly for all fees owed as indicated on this application for all services rendered. Authorizations for such charges to designated accounts will remain in full force and effect until SC has received written notification from Company.

Personal Guaranty: By my signature below, I acknowledge that I am fully and personally responsible for the performance of this account according to the NACHA rules and regulations; for full payment of all fees due; for any fraud or misconduct of any member of my staff; for coverage of any return or disputed debits and for the authenticity and legitimacy of transactions put through the system. Such guaranty survives termination of this agreement or dissolution of business.

MERCHANT's Compliance: In order to provide ACH, check processing and other related according to the Rules and Regulation the parties hereto agree as follows. MERCHANT agrees to comply with all rules at the time each entry is initiated by the MERCHANT with respect to NACHA's most recent Guidelines and that each entry shall in no way breach any Federal, State, or local statute of regulation pertaining to and for electronic funds transfers and/or electronic check re-presentation, including the Electronic Funds Transfer Act and Regulation E, and all such other laws and regulations including the Operating Rules of NACHA.

Unauthorized Account Activities: By using SC's services, MERCHANT is completely and solely responsible for any and all activities which occur under MERCHANT'S account whether authorized or not authorized. MERCHANT agrees to notify SC immediately of any unauthorized use of MERCHANT'S account or any other breach of security known or should be known by MERCHANT.

Prohibited Performance: As a condition of MERCHANT'S use of SC's services herein, MERCHANT agrees not to engage in its practices that will be unlawful, illegal, harmful, threatening, abusive, harassing, degrading, defamatory, libelous, infringing, discriminatory, prejudice, invasive and/or exploitive to any other persons or entities in any way. MERCHANT agrees not to obtain or attempt to obtain any materials and/or information through and by any means non-intentionally made available, disclosed or provided through MERCHANT'S obligations under this Agreement. MERCHANT agrees to use SC's services for its sole intended purposes herein. In no event shall MERCHANT, during the performance of its obligations will violate any local, state, federal or international law, rules and regulations in regards to unauthorized disclosure of any 3rd party's personal private information, such as name, address, SSN, DOB or financial information, etc. If in the event MERCHANT violates this provision, MERCHANT shall protect, defend, indemnify and hold harmless, SC from and against any and all loss, damage, injury, liability, judgments and claims thereof arising out of, connected with, incident to, or otherwise directly or indirectly resulting from MERCHANT'S violation of this provision.

Representation and Warranties of Disclosure of Information: MERCHANT warrants and represents that any and all information provided or disclosed to SC is accurate and current. Furthermore MERCHANT warrants and represents he/she has the full legal power, authority and capacity to provide or disclose such information SC. In no event shall SC assume any liability of any kind in connection to or arising out of any misrepresentation, misleading, deceptive or false information provided or disclosed by MERCHANT. THE FOREGOING WARRANTIES IN THIS PARAGRAPH IS IN ADDITION TO ALL OTHER APPLICABLE WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. MERCHANT agrees to protect, defend, indemnify and hold harmless, SC from and against any and all loss, damage, injury, liability, judgments, violations and claims thereof arising out of, connected with, incident to, or otherwise directly or indirectly resulting from: (i) any and all information that was inaccurate, misinterpreted, mishandled or loss by SC or by any financial institution, (ii) any inaccurate, unreliability or incompleteness of any service(s) provided by any financial institution and (iii) any inaccurate, incorrect, misleading, misrepresenting, deceptive or false information provided or disclosed by MERCHANT. Any and all warranties herein shall survive the termination of this Agreement. All and all information disclosed by MERCHANT shall be subject to SC's Privacy Agreement

Limitation of Liability: TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL SC be liable for any special, DIRECT, indirect, consequential, or incidental damages, or damages IN CONNECTION WITH RELIANCE ON, USE OR MISUE OF INFORMATION CONNECTION WITH THE USE OF SC'S SERVICES OR for lost profits, loss of revenue, or loss of use or data, arising out of or related to SC'S web site or the use of SC'S services, whether such damages arise in contract, negligence, tort, STRICT LIABILITY, under statute, in equity, at law, or otherwise, even if SC has been advised of the possibility of such damages.

Use of Service: Unauthorized Account Activities. By using SC's services, MERCHANT is completely and solely responsible for any and all activities which occur under MERCHANT's account whether authorized or not authorized. MERCHANT agrees to notify SC immediately of any unauthorized use of MERCHANT's account or any other breach of security known or should be known by MERCHANT.

Non-sufficient Funds. By using SC services, MERCHANT is completely and solely responsible for any and all financial institution accounts information that is provided to SC to perform MERCHANT's requested service will have sufficient funds to cover the check that has been printed and delivered by SC. In no event shall SC be liable for any NSF fees or any other administrative or punitive fees incurred by any financial institution where a check(s) that has been delivered to MERCHANT or to MERCHANT's financial institute and has been returned due to non-sufficient funds.

Fraudulent Check Requests. By using SC services, MERCHANT agree that any and all financial institution information, account number and routing number are true and correct. In no event shall SC be criminally or civilly liable for any fraudulent checks whatsoever.

Indemnification: MERCHANT agrees to indemnify, defend and hold harmless, SC, its parents, subsidiaries, affiliates, members, employees, agents or representatives from any claim or demand, including reasonable attorneys' fees and costs, made by any third party relating or in connection to or arising out of MERCHANT's use of SC's services.

Forum/Choice of Law: SC's website and SC's services are operated and provided in the State of New York. As such, SC is subject to the laws of the State New York, and as such these terms and conditions are made under and shall be govern, construed and interpreted according to the laws of the New York, without regard to its conflict of law principles. SC makes no representation that SC's website or SC's services are appropriate, legal or available for use in other locations. Accordingly, if MERCHANT chooses to access MERCHANT's site MERCHANT agrees to do so subject to the internal laws of the State New York. In the event that these terms and conditions are breached, any and all disputes must be settled binding arbitration.

Authorized Signatures:

MERCHANT Signature

Name (Printed)

Date

(Must be Authorized Officer of the Company)

X_____

Merchant Initials_____