



MID # \_\_\_\_\_

ISO # \_\_\_\_\_

The undersigned ("Subscriber") hereby engages Secure Payment Systems ("SPS") to act as its sole agent in providing services per this Agreement ("Agreement").

Whereas SPS provides the "EZPAY Advantage" service (hereinafter referred to as "EZPAY") to participating business locations ("Subscribers") for processing customer drafts given in payment on purchases in which the consumer is financing a purchase of goods and/or services at Subscriber locations over a specified duration by way of writing a single physical check to the Subscriber as a down payment to either be deposited as a Check21 image or electronic debit and concurrently authorizing the balance due as a series of subsequent future scheduled electronic debits against the same account as that of the physical check until the entire transaction amount is satisfied in full.

Whereas SPS assumes all liability for risk of financial loss with the consumers by underwriting the receivable to the Subscriber, (provided all terms and conditions satisfying the transaction Warranty are met), and funds all Transaction settlements less fees to the "Subscriber" for settlement of Transaction funding.

Service Provided To: (If a corporately owned chain please show additional locations separately by attachment that shall be governed by this Agreement.)

Organized as (Check One): Corp \_\_\_\_\_ LLC \_\_\_\_\_ Sole Prop \_\_\_\_\_ Partnership \_\_\_\_\_ Federal Tax ID# \_\_\_\_\_

Legal Business Name: \_\_\_\_\_

DBA: \_\_\_\_\_ Ownership Start Date: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Mobile Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Physical Location Address (no PO Box's Please): \_\_\_\_\_

City / State / Zip Code: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Services Provided: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_ WebSite Address: \_\_\_\_\_

**Subscriber Business Credit References:**

Business Name (1) \_\_\_\_\_ Contact \_\_\_\_\_ Title \_\_\_\_\_ Phone # \_\_\_\_\_

Business Name (2) \_\_\_\_\_ Contact \_\_\_\_\_ Title \_\_\_\_\_ Phone # \_\_\_\_\_

**Subscriber Owner / Partner Information:**

Owner/Partner (1) Name \_\_\_\_\_ % Ownership \_\_\_\_\_ SSN # \_\_\_\_\_ Driver's License # \_\_\_\_\_ State \_\_\_\_\_

Owner/Partner (2) Name \_\_\_\_\_ % Ownership \_\_\_\_\_ SSN # \_\_\_\_\_ Driver's License # \_\_\_\_\_ State \_\_\_\_\_

**Subscriber ACH Bank Account Information (Copy of Business Check is mandatory)**

ABA Transit Number (9 digits) \_\_\_\_\_ Account Number \_\_\_\_\_

Equipment: Terminal / Tablet Model: \_\_\_\_\_ Imager Model: \_\_\_\_\_ (N)ew or (R)eprogram \_\_\_\_\_ (D)ial or IP \_\_\_\_\_

Services: Limit: \$ \_\_\_\_\_  Lease: \$ \_\_\_\_\_ / mo  Rental \$ \_\_\_\_\_  Purchase \$ \_\_\_\_\_

EZPAY Discount Percentage \_\_\_\_\_ %

**Other Fees:**

EZPAY Basic Set-up / Annual Subscription Fee: \$ \_\_\_\_\_ EZPAY One-Time Pre-Authorization Set Up Fee: \$ \_\_\_\_\_ December % Rate Surcharge = 1.0 %

Statement Fee: \$ \_\_\_\_\_ per month Monthly Minimum Fee: \$ \_\_\_\_\_ (Not assessed if one or more EZPAY contracts are funded during any month)

Transaction Fee: \$2.95 per item within the approved batch, inclusive of the down payment and all other scheduled electronic debit entries

**Electronic Check Conversion With Guarantee** - By checking this box Subscriber requests SPS to additionally enable authorization and guarantee of a single customer check (without financing) as immediate payment in full of the entire amount of a purchase. Subscriber understands the approved check will be electronically deposited by SPS and funds subsequently settled into Subscriber's account and that the maximum authorization transaction limit is \$ \_\_\_\_\_.

Discount Fee = Greater of \_\_\_\_\_ % or \$.50 Voice Auth Tran Fee = \$.95 December % Rate Surcharge = .20% Electronic Inquiry Fee: \$.20

**Subscriber acknowledges and agrees that Subscriber may not add a fee(s) onto the cash sales price of an EZPAY transaction so as to pass such additional fee(s) on to the Consumer**, and (b) Subscriber shall be held solely liable for transactions contemplated by the EZPAY Service Agreement as such relates to state and federal regulatory compliance.

SPS shall use best efforts to electronically credit Subscriber's designated depository account for the amount of the down payment within three (3) business days following a successful batch closing request where such batch closing occurs prior to 5pm Eastern Standard Time. Such electronic credit shall consist of the net amount due Subscriber for the total of all transactions contained in approved batches due to be settled after deducting the warranty percentage discount rate and transaction fee pertaining to the total amount of all transactions (excluding voice authorization fees if any that may be levied separately). Subscriber agrees and acknowledges that SPS shall thereafter electronically deposit the Customer's installment payments on behalf of Subscriber based on the contractual installment payment schedule for the deferred portion(s) of the down payment, and remit the entire amount due to Subscriber within three (3) business days following each such electronic deposit provided that Subscriber is not then in violation of the Terms and Conditions of this Agreement or the original EZPAY Transaction is not a dealer unwind so as to render the Transaction void.

On the 10th of each month (or the preceding Friday if the 10th is a Saturday / Sunday or bank holiday Monday) Subscriber authorizes its Financial Institution to charge Subscriber's account and pay SPS by electronic funds transfer the total amount due in Subscriber's monthly invoice that had not already been deducted from daily Subscriber settlements. Subscriber agrees that SPS invoices and reports shall only be delivered to Subscriber via electronic email or an SPS provided online, WEB interface. Subscriber agrees that this electronic debit authorization shall remain in effect until and unless such is revoked in writing upon the mutual consent of the parties.

**Definitions** – For purposes of this Agreement,

**(a) "Entry"** means any order or request complying with the requirements of the Operating Rules of the National Automated Clearing House Association ("NACHA") or Federal Reserve for (i) the deposit of money to the deposit account of a Receiver ("Credit Entry"), (ii) for the payment of money from the deposit account of a Receiver ("Debit Entry") via electronic ACH debit, or paper check, or paper check converted into an image replacement document ("IRD") , (iii) for a zero dollar entry, and (iv) for a DNE or ENR entry (as defined in the NACHA Rules) which in any such case is transmitted via the ACH network.

**(b) "Chargeback"** means any paper check, IRD, or electronic debit returned for non-payment by the maker's financial institution for which a warranty is dishonored by SPS due to any exclusion as defined in the Terms and Conditions.

**(c) "Designated Depository Account"** means that financial depository account(s) of Subscriber to which SPS will credit approved transaction batch totals and from which SPS will debit amounts due for fees, Chargebacks, and penalties, if any.

**(d) "EZPAY Advantage Merchant Services Agreement"** shall mean that Agreement by and between SPS, and the Subscriber defining, rates, terms, and conditions for the provision of the EZPAY Service.

**(e) "EZPAY Security Agreement"** hereinafter referenced as "EZPAYSA" shall mean that agreement by and between the Consumer and Subscriber to which SPS is a named beneficiary for defining the terms and conditions surrounding the agreed upon amounts, deposit schedule interval, and other provisions of the EZPAY Service involving the 1 or 2 month payment program.

**(f) "Transaction"** shall mean the entire amount authorized at one time for a given Subscriber for

(1) a given consumer or business for a single check, electronic check image ("IRD"), or electronic point-of-purchase ("POP") debit where the entire customer purchase is paid for in full without any payment deferral at the time goods or services are rendered or delivered or

(2) a given consumer by way of a EZPAYSA as defined in (e) above that shall consist of an initial payment in the form of either (i) an image replacement document (IRD) governed by the Federal Reserve or (ii) a physical check converted into a pre-authorized ("POP") electronic debit governed by NACHA as defined in (a) above, and the balance due consisting of term-based (PPD) electronic debits, or remotely created demand drafts in the event such ACH debits cannot be electronically deposited and cleared, the sum total of which represents the Transaction.

**Terms & Conditions**

**Standard Terms and Conditions:** Subscriber and SPS agree to be bound by the Standard Terms and Conditions which shall be fully incorporated into this Agreement and which may be found online at: <http://securepaymentsystems.com/pub/terms/TXREZPAY.pdf> or available upon written request to SPS – Attn: Customer Service at PO Box 261149, San Diego, CA 92196-1149

**1. Term, Termination and Amendment:** This Agreement is effective upon its acceptance by SPS and shall remain in effect for an initial period of three months and thereafter shall automatically renew for successive 3 month terms unless terminated as provided for herein. Either party may terminate this Agreement as of the end of the then-current period by giving written notice at least sixty (60) days prior to the end of that period. These terms and conditions, plus any addenda, including rates and fees, may be amended from time to time by SPS upon not less than thirty (30) days advance written notice. Except as set forth in paragraph 2, such amendments shall be effective 30 days from mailing. SPS may terminate this Agreement or suspend performance of the service at any time without prior notice if by governmental regulation or action of NACHA, the Federal Reserve, or the ODFI, SPS authority to electronically deposit financial instruments is disabled and SPS is no longer permitted to perform such services as contemplated hereunder, or such services present undue risk of loss to either SPS or its ODFI. Subscriber may terminate this Agreement as of the effective date of any change in terms, rates or fees upon written notice to SPS. Except as specifically provided for herein, this Agreement may not be modified or amended except by written mutual agreement.

**2. Fees / Payment:** SPS may debit the designated account of the Subscriber directly without further authorization for the purpose of causing payments due to SPS to be received. SPS may additionally pursue all other lawful means of collecting funds due it from Subscriber. In the event such electronic debit fails to clear Subscriber's account, Subscriber shall pay SPS within 10 days of receipt of monthly invoices at the fees and rates set herein, as they may be amended from time to time, plus all applicable taxes and penalties. SPS reserves the right, at its sole discretion without further notice or disclosure, to offset chargebacks or fees due SPS against amounts due Subscriber. Any delinquent fees or other amounts not paid when due may be debited against amounts owed Subscriber by SPS under this or any other agreement between Subscriber and SPS. Subscriber agrees to pay SPS a thirty (\$30.00) dollar processing fee for any check or ACH debit due SPS by Subscriber which is not paid by Subscriber's financial institution upon presentment.

The Electronic Transaction Fee applies to all inquiries, inclusive of batch closings, transmitted electronically to SPS or performed by SPS on behalf of Subscriber. The Discount % fee applies to the sum total of the face amount of all checks and electronic debits for a given consumer Transaction, and in the case of a Transaction consisting of a single check payable for the entire purchase of the goods or services to be rendered (Electronic Conversion with Guaranty) then the Discount % also applies to the face amount attempted, regardless if approved. In all instances, the Discount % shall be due and owing and not refunded if the Transaction, once deposited, is not honored by the check writer's financial institution and is either in whole or in part subsequently charged back to Subscriber by SPS due to a breach of any Warranty provisions contained herein.. If the charges for Subscriber's inquiries are less than the monthly minimum fee, then the minimum shall apply. The Voice Authorization fee applies to all authorization inquiries involving an SPS operator. Subscriber agrees that the annual subscription fee shall be applied to Subscriber's invoice upon each anniversary of this Agreement. SPS reserves the right to change at its discretion, by giving thirty (30) days advance written notice to Subscriber, the fees and rates set forth herein as they may be amended from time to time. All fees are due and payable upon receipt. Without prejudice to its rights hereunder, SPS reserves the right to suspend its performance to Subscriber hereunder during any period in which Subscriber is delinquent or otherwise in breach of any term or condition contained herein. Continuation of service during any period of delinquency shall not constitute a waiver of SPS rights of suspension and termination. Subscriber will acquire the equipment necessary for the EZPAY program from SPS in order for proper programming and indemnifications to be in effect.

By my signature below, I (Subscriber Authorized Signer/Officer) hereby authorize my financial institution to accept and process credits and debits initiated by SPS or its Originating ACH Processor on the depository account shown on this Service Agreement. I (Subscriber Authorized Signer/Officer) understand that this authorization shall remain in effect unless revoked in writing, but, that I (Subscriber Authorized Signer/Officer) may not revoke such authorization during any period that a consumer check, electronic check, IRD, or PPD transaction is currently or will subsequently be cleared by SPS, nor for a period of ninety (90) days following electronic transmission of the final PPD deposit of the final transaction. I (Subscriber Authorized Signer/Officer) understand that I (Subscriber Authorized Signer/Officer) must notify SPS of any change in (a) ownership or (b) designated depository account and that absent sufficient, advance written notice amounts credited or debited to Subscriber subsequent to any such change may be subsequently held by SPS until a determination is made regarding true and correct ownership of the transaction Entries in question. In connection with this application and approval thereof, Subscriber authorizes SPS, its' agents, and equipment leasing company(s) to procure investigative consumer reports and understand that such report may contain information about personal financial stability, background, character, and reputation.

**Agreement:**

This Agreement constitutes the entire understanding of the parties. All prior agreements and understandings are canceled in their entirety. All representations, warranties, indemnities, and covenants made herein shall survive termination of this Agreement and shall remain enforceable after termination. This Agreement makes up the entire agreement between SPS and Subscriber concerning the EZPAY Service. If any provision of this Agreement is deemed unenforceable, the remaining provisions shall remain enforceable. This Agreement includes all of the Terms and Conditions on pages 1 through 4 of this Agreement and those included at <ftp://securepaymentsystems.com/pub/terms/TXREZPAY.pdf> and has been executed on behalf of and by the authorized management of each party as of the date written below in multiple copies each being effective as an original. Subscriber acknowledges, accepts, and agrees to be bound by all Terms & Conditions, even if not provided or shown such at the time Subscriber executes this Agreement. Subscriber acknowledges that Subscriber will read such Terms & Conditions prior to beginning use of the Service, either as optionally provided in paper form during signing of this Agreement, or by accessing the web address noted above. Subscriber acknowledges that the absence of viewing any and all Terms & Conditions, regardless if not otherwise provided directly such by SPS, does not invalidate or create a waiver or breach of this Agreement.

**Acceptance:** This Agreement is governed by Nevada Law and is not binding on SPS until accepted by Authorized Management of Secure Payment Systems at its corporate office in Las Vega, Nevada.

<b>Accepted By:</b> _____	_____	_____
Subscriber Business Name	Subscriber Authorized Signature for ACH debit	Date
_____	_____	_____
Subscriber Signature	Date	Subscriber Printed Name for Debit Authorization
_____	_____	_____
Subscriber Printed Name	Title	Title

**Secure Payment Systems ("SPS")**

_____	_____
SPS Management Signature	Date
_____	_____
SPS Printed Name	Title