



Paper Guarantee Merchant Agreement

Bankcard Merchant # _____

ISO Name: _____ ISO ID# _____ Agent Name: _____

Merchant Information	Legal Name: _____		Tax ID# (required): _____	
	DBA Name: _____			
	DBA Address: _____		Mailing Address: _____	
	City: _____		City: _____	
	State: _____ Zip Code: _____		State: _____ Zip Code: _____	
	Phone #: _____		Fax #: _____	
	Contact Person: _____		Title: _____	
	Type of Ownership: <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation			
Type of Goods Sold: _____				
Total Time in Business: _____		Time in Business at this Location: _____		
Website Address: _____ E-mail address: _____				

Principal Information	Name (please print): _____		Phone #: _____	
	Title: _____		% Equity Ownership: _____	
	Principal's Address: _____		Date of Birth: _____	
	City: _____		Social Security #: _____	
	State: _____ Zip Code: _____		Driver's License #: _____	

Check Info	Average check amount?: _____	Average # of checks monthly?: _____	Maximum check amount requested?: _____	Estimate monthly check volume?: _____
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Schedule of Fees	Check Guarantee		Enhancements for Guarantee		Check Verification Only	
	Verification & Guarantee. Manual Deposit		Add fees individually. Check all that apply.		Verification Only. Manual Deposit	
	Discount Rate: _____ %		Stop Payment Coverage +.25% <input type="checkbox"/>		Transaction Fee: \$ _____	
	Transaction Fee: \$ _____		NSF Bank Fee Coverage +.25% <input type="checkbox"/>		Monthly Service Fee: \$ _____	
	Monthly Service Fee: \$ _____		Stop Payment Coverage is designed for the following types of merchants only:		Monthly Minimum Fee: \$ _____	
	Monthly Minimum Fee: \$ _____		Auto / Boat / Motorcycle / Motor-Home Repair, Paint & Body shops, Transmission Repair and Auto Glass Repair		Virtual Terminal Fee: \$ _____	
Virtual Terminal Fee: \$ _____						
Refer to section 2 of terms and conditions for full disclosure of fees.						

Equipment	Terminal Type: _____	<input type="checkbox"/> Virtual Terminal: _____
	Check Reader/Imager: _____	Front end Processor: _____
	Application # (For Talento only): _____	# of Terminals: _____

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 or any application for accompanying pos terminal(s) or equipment financing. GETI will bill on a daily basis for transaction fees and authorization fees.	
	Personal Guarantee: To induce and in consideration of GETI acceptance 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 GETI in accordance with this check service 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) GETI has received written notification from merchant of its termination in such a manner as to afford GETI reasonable opportunity to act on it, and (b) all obligations of merchant to GETI that have arisen under this agreement have been paid in full.	

Notice	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.	
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Merchant must submit a voided check with this agreement.

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

CORPORATE RESOLUTION FOR CORPORATIONS AND LLC'S:
I have read and agree to the terms of this agreement

_____	_____	_____	_____
Authorized Merchant Signature	Date	Authorized Merchant Signature	Date

Application Approved by: _____	Official GETI use only Title: _____	Date: _____
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Bank Authorization Form

Merchant **MUST** complete and sign this document and submit to merchant's bank.

Bank Name and Address

To: _____

Merchant #: _____

Merchant Name: _____

Merchant Telephone #: _____

Address: _____

ABA / Bank

Routing Number: _____

Bank

Account Number: _____

This letter authorizes the above noted bank to mail to **Global eTelecom, Inc.** all dishonored checks and authorizes Global eTelecom, Inc. to act as agent for the above merchant.

**THESE CHECKS ARE NOT TO BE REDEPOSITED, BUT SENT IMMEDIATELY
TO THE FOLLOWING ADDRESS:**

**Global eTelecom, Inc.
73 Eglin Pkwy NE
Suite 301
Fort Walton Beach, FL 32548**

Effective as of check dates _____ and forward.

NOTICE: This authorization supercedes and cancels all prior authorizations for check forwarding.

The above bank is now released from any further liability for the delivery of returned checks to the above merchant. This authorization will remain in effect until written notice of cancellation has been received by the bank from the above business or Global eTelecom, Inc.

Dated this _____ day of _____, in the year _____.

Name (Please print): _____ Title: _____

Signature: _____

Sales Representative: _____ Phone #: _____

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.