



CHECK COLLECTION AGREEMENT
P. O. BOX 219219, Houston, TX 77218-9219
Phone 800-797-5302 – Fax 281-647-6936

SALESPERSON'S NAME AND ISO NUMBER _____

This AGREEMENT is made by and between EZCheck, a Texas Limited Liability Corporation (“EZCheck”) and the undersigned, hereafter referred to as “Merchant”.

COMPANY NAME/DBA		TAX ID NUMBER
PHYSICAL ADDRESS		
CITY	STATE	ZIP CODE
PHONE WITH AREA CODE	FAX WITH AREA CODE	
MAILING ADDRESS INCLUDING CITY, STATE AND ZIP- IF DIFFERENT THAN PHYSICAL ADDRESS		
EMAIL ADDRESS	TYPE OF BUSINESS	
NAME OF OWNER/MANAGER	CONTACT NAME (IF DIFFERENT THAN OWNER)	YEARS IN BUSINESS

WHEREAS, EZCheck markets and provides to Merchants check collection services (**EZCollect**), and WHEREAS Merchant wishes to engage the services of EZCheck to attempt to collect certain checks, which represent monies due Merchant from returned retail check transactions (“returned check”);

NOW, THEREFORE in consideration of the above recitals that form a part of the agreement of the parties, Merchant and EZCheck agree as follows:

1. TERM, TERMINATION AND AMENDMENTS.

This Agreement shall have a term of one (1) year from the date of acceptance by an authorized representative of EZCheck. This Agreement will renew for successive one year terms unless terminated by either party with written notice to the other at least thirty (30) days prior to the termination of the then existing term. EZCheck 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 EZCheck by providing Merchant with written notice. In the event EZCheck changes the rates or fees, Merchant may terminate this Agreement upon thirty (30) days written notice to EZCheck. 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. MERCHANT ACCEPTANCE

This Agreement includes all of the terms and conditions contained on the front and back of this Agreement. This Agreement is not valid and binding until signed by an authorized manager of EZCheck. Merchant authorizes EZCheck or any credit reporting agency used by EZCheck or any agent of EZCheck, to make whatever inquiries that EZCheck deems appropriate to investigate, verify or research references, statements or data obtained from Merchant for the purpose of this application.

3. ACH DEBIT/CREDIT AUTHORIZATION

Merchant hereby authorizes EZCheck in accordance with this Agreement to initiate debit/credit entries to Merchant's Account, as indicated per the attached copy of a voided check from the Merchant. The authority is to remain in full force and effect until (a) EZCheck has received written notification from Merchant of its termination in such a manner as to afford EZCheck reasonable opportunity to act on it; and (b) all obligations of Merchant to EZCheck that have arisen under this Agreement have been paid in full.

X _____
AUTHORIZED MERCHANT SIGNATURE DATE

EZCHECK CORPORATE OFFICE USE ONLY	
EZCHECK MERCHANT# _____	
X _____	DATE OF ACCEPTANCE _____
EZCHECK'S AUTHORIZED SIGNATURE ONLY	

VOIDED CHECK FROM CHECKING ACCOUNT MUST BE ATTACHED TO THIS AGREEMENT (DO NOT USE A DEPOSIT TICKET)

4. RESPONSIBILITIES OF EZCHECK

For any returned check that Merchant sends to EZCheck for collection, EZCheck shall use reasonable care and its best efforts to collect such returned checks pursuant to this Agreement. In collecting such checks, EZCheck shall comply with all applicable laws, rules and regulations, including the Fair Debt Collection Practices Act. EZCheck will maintain complete and accurate records with respect to all returned checks placed and will provide Merchant with monthly status reports on all returned checks received by EZCheck.

5. ELECTRONIC REPRESENTMENT AND REIMBURSEMENT

Any returned check for non-sufficient funds or uncollected funds shall be electronically represented via the ACH system as allowed by current NACHA regulations. Merchant shall receive 100% of the face value of any returned check that is collected by EZCheck through Electronic Representation. EZCheck shall remit the net due Merchant by electronic ACH credit to Merchant's Account for all returned checks collected through the last day of the monthly collection period no later than the 10th day following the close of said period.

6. RETURNED CHECK SERVICE CHARGE

EZCheck shall add a returned check service charge to each returned check received in accordance with statutory laws, to be paid by the check writer. For any payments made directly to Merchant on returned checks submitted to EZCheck, EZCheck will be entitled to receive from Merchant's reimbursements any returned check service charges due EZCheck. Merchant reserves the right to waive any returned check service charge on behalf of the check writer at any time. The Merchant, however, agrees to allow EZCheck to subtract the applicable returned check service charge due EZCheck from Merchant's reimbursements. With reasonable cause, Merchant may cancel individual returned checks from collection at no cost.

7. RESPONSIBILITIES OF MERCHANT

Should Merchant accept payment for returned checks that have been submitted to EZCheck, Merchant shall notify EZCheck within 24 hours of collecting payment and Merchant shall be responsible for collecting all returned check service charges as allowed by law. Merchant agrees that EZCheck shall be entitled to collect from check writer and retain all costs, damages, and fees against check writer that are applicable by law in addition to the check amount. Merchant agrees to post in clearly visible locations service charge notices that, in EZCheck's opinion, may be required for EZCheck to collect any such amounts arising from returned checks. Merchant agrees to promptly inform EZCheck of collection or dispute of any amounts recorded, or items submitted, to EZCheck and to hold EZCheck harmless for any liability arising from Merchant's failure to do so.

8. ADDITIONAL COLLECTION SERVICES

At the election of the Merchant, EZCheck will continue collection efforts on those returned checks that are not eligible for Electronic Representation. In consideration of EZCheck's further collection work, if collection of these returned checks occurs, Merchant will be charged a fee of thirty-five percent (35%) of the face value of the returned check when said checks are collected. EZCheck shall remit the net due Merchant by electronic ACH credit to Merchant's Account for all returned checks collected through the last day of the monthly collection period no later than the 10th day following the close of said period.

9. RETURN OF ITEMS

At Merchant's request, EZCheck shall deliver to Merchant (physically or electronically) any and all returned checks for which no monies have been collected by EZCheck when EZCheck deems the check to be uncollectable or within 90 days after termination of this agreement.

10. GOVERNING LAW/JURISDICTION.

Merchant agrees to comply with all applicable laws, rules and regulations relating to the services provided hereunder. This agreement shall be governed by and construed in accordance with the laws of the State of Texas. All actions and demands shall be made at the venue in the courts of Harris County in the State of Texas. Merchant may assign this Agreement only with prior written consent of EZCheck. EZCheck may freely assign this Agreement, its rights, benefits of duties hereunder. This Agreement shall insure to the benefit of and be binding upon the successors and assigned of EZCheck and the heirs, executor, administrators, successors, and assigns of Merchant.

11. WARRANTY LIMITATIONS

Except as expressly set forth herein, EZCheck makes no warranty, express or implied, and it is agreed that no implied at law warranty shall arise from this Agreement or from performance by EZCheck.

12. ENTIRE AGREEMENT

This Agreement together with any Addenda constitutes a fully integrated agreement and the entire Agreement between the parties with respect to its subject matter. All prior or contemporaneous agreements, understandings or representations in relation to the subject matter of this Agreement are merged herein.