

ACH Service Agreement

This Agreement is entered into between Automated Merchant Systems, Inc., (hereinafter called AMS) and City of Margate (hereinafter called Merchant).

Merchant Sales Rep's Name: Nancy Murphy 1030

Phone: 407.331.5465

MERCHANT INFORMATION (please print)

Merchant's Legal Name City of Margate	Website Address:
Merchant's "Doing Business As" Name Utility Billing	Contact E-Mail Address jearl@margatefl.com
Street Address 5790 Margate Blvd	Fed Tax ID # or SSN 59-6015967
City, State Zip Margate, FL 33063	SIC Code 4900
Phone Number (954) 972-6454	Type of Business Internet Website
Fax Number (954) 935-5258	Average Check Amount \$ \$100.00
Contact Name Jackie Earll	Total Monthly Check Sales \$ \$10,000.00
Contact Title: Utility Manager	Payment Data Storage Premise <input checked="" type="checkbox"/> Hosted <input type="checkbox"/>

FEE SCHEDULE

Enterprise Site License Set-Up Fee – One time fee for an Enterprise Site License for all WEB, ACH or PPD per MID Accounts		\$250.00
Type Web Service Requested: Select an option: WEB <input checked="" type="checkbox"/> PPD <input type="checkbox"/> ACH <input type="checkbox"/> <i>MID: Note – Additional MID's required for multiple service types</i>		
Per Transaction Fee – The fee for each transaction into AMS's database per MID Account		\$0.40
Monthly Access Fee – The monthly fee for access into AMS's national network and reports per MID account		\$10.00
Hosted Website Set-Up Fee – The one time fee for all Web Hosted licenses per MID Account		\$250.00
Type Web Service Requested: Select an option: WEB HOSTED <input type="checkbox"/> TEL <input type="checkbox"/> <i>MID: Note – Additional MID's required for multiple service types</i>		
Per Transaction Fee – The fee for each transaction into AMS's database per MID Account		\$0.50
Monthly Access Fee – The monthly fee for access into AMS's national network and reports per MID account		\$10.00
Check Verification Only Set-Up Fee - One time fee to establish this service		Select this service Yes <input type="checkbox"/> No <input type="checkbox"/>
Monthly Access Fee - The monthly fee for access into AMS's national network and reports per MID account		\$10.00
Per Transaction Fee - The fee for each check transaction into AMS's database		\$0.35
Check Verification with Guarantee Set-Up Fee - One time fee to establish this service		Select this service Yes <input type="checkbox"/> No <input type="checkbox"/>
Monthly Access Fee - The monthly fee for access into AMS's national network and reports per MID account		\$10.00
Guarantee Rate – The fee percentage based on transaction amount per check		1.20%
Per Transaction Fee - The fee for each check transaction into AMS's database		\$0.35
Miscellaneous Fees		
ACH Return per Item Fee – The fee for each ACH returned item:		\$5.00
ACH Paper Return per Item Fee – Fee for each ACH paper returned item		\$7.50
NSF Re-deposit Service – Merchant request all ACH returns, due to NSF, be automatically re-deposited once.		Yes <input type="checkbox"/> No <input type="checkbox"/>
Re-Deposit per Item Fee – Fee to automatically re-deposit each ACH item returned due to NSF reason		\$2.50

AUTHORIZATION FOR PRE-ARRANGED PAYMENT (ACH): Please attach "voided check"

Merchant's Legal Name City of Margate Merchant ID# 250103
(Must match name on voided check)

Merchant hereby authorizes AMS, Inc. or its designated agent to initiate ACH debit and / or deposit entries for the one-time, monthly, per transaction, chargeback and adjustment entries, and percentage fees described above, as well as all supplies and equipment related fees plus applicable tax, to be automatically deducted from the Merchant's checking account indicated below at the depository named below (hereinafter called DEPOSITORY)

Depository Bank Wells Fargo Bank Branch _____
City Margate State FL Zip 33063
Transit / ABA Number _____ Account # _____

This authority is to remain in full force and effect until AMS and DEPOSITORY have received written notification from Merchant of its termination in such time and in such manner as to afford AMS and DEPOSITORY an opportunity to act on it. If Merchant refuses or fails to honor a valid ACH transaction initiated by AMS, AMS shall have the right to charge Merchant with AMS's usual administrative fee and Merchant agrees to pay such fee upon demand by AMS. Merchant has the right to stop payment of a debit entry and to have an erroneous debit credited to its account in accordance with the NACHA Rules.

Print Name _____ Title: _____ Print Name _____ Title: _____
Authorized Signature _____ Date _____ Authorized Signature _____ Date _____

ACH Service Agreement – Terms & Conditions

SERVICES: AMS agrees to provide the services selected by Merchant on the front side hereof. All such services shall be provided by AMS in accordance with laws applicable to the services and subject to the terms and conditions of this Agreement.

UNITED STATES LAWS AND REGULATIONS: Merchant acknowledges that it will not generate transactions that violate the laws or regulations of the United States. This includes, but is not limited to; sanction laws administered by the Office of Foreign Assets Control (OFAC). It shall be the responsibility of Company to obtain information regarding such OFAC enforced sanctions. (This information may be obtained directly from the OFAC Compliance Hotline at 800-540-OFAC or from the OFAC's home page site at www.ustreas.gov/ofac.)

REQUIREMENTS FOR ACH ITEMS: Without limiting the generality of the foregoing: (i) you agree to comply with and be bound by the rules of the National Automated Clearing House Association ("NACHA") in effect from time to time with respect to all automated clearing house ("ACH") transactions conducted in conjunction with the Service ("ACH Rules")

Checks that may not be converted into ACH entries:

- Corporate or Business checks (except for WEB)
- Third-party checks,
- Credit card checks (equity line / line of credit checks),
- Obligations of a financial institution (e.g. cashier's checks, money orders, etc),
- Checks drawn on the Treasury of the United States, A Federal Reserve Bank, or a Federal Home Loan Bank,
- Checks drawn on a state or local government, or
- Checks payable in a medium other than United States currency.

PRAUTHORIZED PAYMENT AND DEPOSIT SALES PROCEDURES

PPD ENTRY: A PPD entry is a customer initiated ACH debit entry to a Customer DDA Account initiated by the customer to a Business, for goods or services provided by said merchant.

AUTHORIZATION REQUIREMENTS FOR PPD ACH ITEMS

Merchants originating PPD entries being submitted into the ACH Network for electronic settlement must obtain the customer's written authorization prior to initiating a debit entry under this application. The language for the PPD authorization must conform to the requirements of the NACHA Operating Rules, which require that the authorization (1) be in a writing (2) be readily identifiable as an ACH debit authorization, (3) clearly and conspicuously state its terms, and (4) must (for recurring payments only) provide the Customer with a method to revoke their authorization by notifying the Merchant in the manner prescribed. (5) Merchant must provide each Customer with an electronic or hard copy of the Customer's authorization for all Debit Entries to be initiated to a Customer Account.

WEB SALES PROCEDURES:

WEB ENTRY: A WEB entry is defined as an ACH debit entry to a Customer Account (personal DDA number) initiated by the customer to a Merchant-Business, via the Internet, for goods or services provided by said merchant.

AUTHORIZATION REQUIREMENTS FOR WEB ACH ITEMS

Merchants originating WEB entries being submitted into the ACH Network for electronic settlement must obtain the customer's authorization prior to initiating a debit entry under this application. The NACHA Operating Rules require that the authorization (1) be in a writing that is signed or similarly authenticated by the Customer, (2) be readily identifiable as an ACH debit authorization, (3) clearly and conspicuously state its terms, and (4) must (for recurring payments only) provide the Customer with a method to revoke their authorization by notifying the Merchant in the manner prescribed.

The Merchant should prompt the customer to print the authorization and retain a copy. The Merchant must be able to provide the customer with a hard copy of the authorization if requested to do so. Only the customer may authorize the WEB transaction, and not a Third-Party Service Provider on behalf of the customer. The NACHA Operating Rules include the use of a digital signature or code to similarly authenticate a written authorization. This does not exclude other methods of similarly authenticating an authorization, such as shared secret passwords, biometrics, etc.

"WEB" CHECK CONVERSION OBLIGATIONS: Merchant agrees to comply with all NACHA Operating Rules (the "Rules"). The Rules are incorporated herein by reference. The authorization shall conform to the requirements of the Rules for WEB based transactions as stated above. Merchant shall retain a copy of such authorization for a period of two (2) years following the date the authorization is initiated. Merchant agrees and acknowledges that it will assist in resolving all customer disputes in a timely manner, and will allow AMS to refer inquiring Financial Institutions directly to Merchant, or to Merchant's supporting vendors, for information regarding the nature and conditions of each transaction initiated to the customer's account.

TEL SALES PROCEDURES:

TEL ENTRY: A TEL entry is defined as a Single-Entry ACH debit entry to a Customer Account (personal DDA number) initiated in response to a customer's oral authorization to a Merchant-Business, captured via the telephone, for goods or services provided by said merchant.

AUTHORIZATION REQUIREMENTS FOR TEL ACH ITEMS

Merchants originating TEL entries being submitted into the ACH Network for electronic settlement must adhere to the following requirement. A TEL entry may be transmitted only in circumstances in which (1) there is an existing relationship between the Merchant and the customer, or (2) there is not an existing relationship between the Merchant and the customer, but the customer has initiated the telephone call to the Merchant. **A TEL entry may not be used when the Merchant has initiated the telephone call.** The Merchant and the customer are considered to have an existing relationship when either (1) there is a written agreement in place between the Merchant and the customer for the provision of goods or services, or (2) the customer has purchased goods or services from the Merchant within the past two years. For purposes of these "Rules", an affiliate of a Merchant that has an existing relationship is not deemed to have an existing relationship with respect to TEL items.

ACH Service Agreement – Terms & Conditions cont.

TEL TRANSACTION OBLIGATIONS:

Merchant agrees to comply with all NACHA Operating Rules (the "Rules"). The Rules are incorporated herein by reference. Merchant agrees to obtain the customer's explicit authorization prior to initiating a debit entry to a customer's account. Merchant need not provide the customer with a written authorization for the customer to sign or similarly authenticate. Instead, the Merchant may obtain the customer's authorization for a TEL entry orally via the telephone. Merchant is obligated either to tape record the customer's oral authorization or to provide, in advance of the Settlement Date of the entry, written notice to the customer that confirms the oral authorization. The customer must be provided, and must acknowledge, the following terms of the transaction:

- The date on or after which the customer's account will be debited;
- The amount of the debit entry to the customer's account;
- The customer's name;
- A telephone number that is available to the customer and answered during normal business hours for customer inquiries;
- The date of the customer's oral authorization; and
- A statement by the customer that the authorization obtained from the customer will be used to originate an ACH debit entry to the customer's account.

For an oral authorization obtained over the telephone to be in accordance with the requirements of the NACHA Rules, (1) the Merchant must state clearly during the telephone conversation that the customer is authorizing an ACH debit entry to his account, (2) the Merchant must express the terms of the authorization in a clear manner, and (3) the customer must unambiguously express consent. Silence is not express consent. The Merchant must retain either the original or a duplicate tape recording of the customer's oral authorization OR a copy of the written notice confirming the customer's oral authorization for two (2) years from the date of the authorization. Merchant must provide a copy of the customer's authorization when requested. A Merchant using a voice response unit (VRU) to capture a customer's authorization for a TEL entry must understand that key-entry responses by the customer to input data and to respond to questions does not qualify as an oral authorization. A VRU may be used by the customer to key enter data and to respond to questions, provided that the actual authorization by the customer is provided orally. A Merchant that chooses the option to provide the customer with written notice confirming the customer's oral authorization must disclose to the customer during the telephone call the method by which such notice will be provided. The written notice must include, at a minimum, the six pieces of information required to be disclosed during the telephone call, as described above. Merchant understands that the term 'provide' is intended to mean that the merchant has utilized a medium such as US mail, fax, or other mail delivery, to send the written notice to the customer. Disclosure in electronic form, including e-mail, can be used however; state and or federal laws may require customer consent before using electronic notices/disclosures. The term "provide" does not imply receipt of such notice by the customer. Merchant also understands that when written notice is used to confirm the authorization, the customer must be afforded the right to contact the Merchant, using the telephone number provide, to correct any erroneous information contained within the notice. In order to minimize the risk of entry errors, Merchant agrees to use a commercially reasonable system, technology, practice, or procedure to verify, (A) that the routing numbers are valid, and (B) the identity of the customer. Merchant agrees and acknowledges that it will assist in resolving all customer disputes in a timely manner, and will allow AMS to refer inquiring Financial Institutions directly to Merchant, or to Merchant's supporting vendors, for information regarding the nature and conditions of each transaction initiated to the customer's account.

POP SALES PROCEDURES

POP ENTRY: A POP entry is defined as a Single-Entry ACH debit entry to a Customer Account (personal DDA number) initiated directly to a Merchant-Business, for goods or services provided by said merchant, and purchased in person. Written authorization (signed sales receipt) by customer must be kept and retained by merchant for two years, as evidence and understanding of the nature of the POP transaction.

CHECK VERIFICATION: Each check tendered at the point of sale will be processed through AMS's national positive and negative database to help Merchant decide whether to accept or decline the customer's check. Merchant agrees to use the check verification service solely for legitimate Merchant business purposes at Merchant's business location(s) in connection with the presentment of customers' checks for the purchase of goods or services from Merchant.

POINT OF SALES PROCEDURES: Merchant agrees that in order for check data provided at the point of sale to be accurately compared with the AMS database, Merchant must use a properly programmed and functioning check reader. As a result of information obtained through AMS, Merchant shall immediately advise the customer whose check was declined, via a AMS referral card and/or copy of the printed receipt. Customer inquiries concerning the reasons for decline and requests for assistance to correct the problem shall be directed to the reporting agency that communicated the fact that the customer's check should be declined (i.e., not AMS).

CHECK CONVERSION OBLIGATIONS: Merchant agrees to comply with all NACHA Operating Rules (the "Rules"). The Rules are incorporated herein by reference. Merchant agrees to obtain a written authorization from each customer prior to transmitting a point-of-purchase entry to the customer's account. The authorization shall conform to the requirements of the Rules which require that the authorization (1) be in writing and signed or similarly authenticated by the customer using a digital signature or other code, (2) be readily identifiable as an EFT debit authorization, and (3) clearly and conspicuously state its terms. Merchant shall provide the customer with a copy of the authorization at the time the authorization is obtained and shall retain a copy of such authorization for a period of two (2) years following the date the authorization is signed. Merchant shall provide to the customer a copy of his authorization, along with a receipt containing specific information relating to the transaction. Merchant shall not accept a check from a customer as a source document for point-of-purchase entries unless the check is drawn on a customer account, has a pre-printed serial number, has not been previously voided, and has not been previously negotiated by the customer. Merchant shall provide each customer with a transaction receipt at the time and place of purchase. The receipt shall contain, at a minimum, the following information regarding each debit entry to be initiated to the customer's account: (a) Merchant's name; (b) Merchant's telephone number; (c) the date of the transaction; (d) the amount of the transaction; (e) the check serial number captured from the source document; and (f) the Merchant number or other unique number that identifies the location of the transaction. Merchant shall void the check presented to Merchant by the customer in connection with each point-of-purchase transaction (i.e., the check that has been used as the source document for information relating to the transaction), and return it to the customer. Merchant will return the check to the customer voided after use by the Merchant to obtain the customer's routing number, account number and check serial number for the initiation of the point-of-purchase entry. Merchant agrees to verify that the check presented by the customer has not been provided by the customer for use in any prior point-of-purchase entry.

ARC SALES PROCEDURES:

ARC ENTRY: An ARC entry is a Single-Entry debit initiated by a Merchant-Business for the conversion of a customer check received via the US mail or at a drop box location for the payment of goods or services provided by said merchant.

ACH Service Agreement – Terms & Conditions cont.

AUTHORIZATION REQUIREMENTS FOR ARC ACH ITEMS: Merchants originating ARC entries being submitted into the ACH Network for electronic settlement must follow and adhere to the terms and conditions of this Agreement. The ARC entry is a single entry debit to a customer's account, initiated by a merchant for payment of purchases made, where the customer mailed a check (used as a source document) to the merchant via the U.S. mail or by placing the check in a drop box. The Merchant is required to use a reading device to capture the MICR line (routing number, account number, and check serial number) of the source document (check) but may key enter the amount of the transaction. This application requires the Merchant to provide, prior to the receipt of each check, notice to the customer that receipt of his check will be authorization for the check to be used as a source document for an ACH debit transaction to the check writer's account at his financial institution.

ARC CHECK CONVERSION OBLIGATIONS: Merchant agrees to comply with all NACHA Operating Rules (the "Rules"). The Rules are incorporated herein by reference. Merchant agrees to retain, or have retained on their behalf by an outside vendor, an image, microfilm, or other copy of the front of the customer's source document for a period of two years from the Settlement Date of the entry. The original source document to which the ARC entry relates must be destroyed by the Merchant within fourteen (14) days of the Settlement Date of the Entry. This requirement is to protect against the risk that, by error, the source document might subsequently be entered into the check processing system for payment as a check.

Merchant agrees to notify the customer each time a bill is mailed that receipt of the customer's check will be deemed to be the customer's authorization for an ACH debit entry to their account. So together the Biller's (merchant) provision of notice and the customer's mailed in check, allow for the ARC entry. The notice must be on the individual customer's statement.

ADDITIONAL ARC CHECK CONVERSION OBLIGATIONS: All ARC entries must be originated so that the amount of the entry, the routing number, the account number, and the check serial number accurately reflect the source document. No fees may be added to the amount of the source document when it is transmitted as an ARC entry. Merchant shall accept responsibility for all items incorrectly entered into the settlement system which may return as being unable to process, such items could be but are not limited to the earlier listed items not to be used as source documents. Merchant shall strictly comply with all guidelines and rules established by AMS regarding the quality of data submitted to AMS, input schedules and deadlines and all other matters pertinent to the processing and delivery of ACH entry data. Merchant agrees to perform a settlement (or Deposit) on each terminal/software device used for ARC entries on a daily basis.

RETURN OF ARC ENTRY: Merchants assumes all responsibilities for returned items/ARC entries. While most ARC entries will be returned typically within two to three banking days following the Settlement Date of the original ARC entry, there are situations in which entries can be returned by the customer's financial institution for 60 days from the settlement date. One such scenario is when a customer places a stop payment on the source document, instead of the ACH stop payment system. Other scenarios could be: 1) improper source document 2) no notice provided to customer that check was going to be converted 3) source document was presented for payment as a check and 4) ARC entry was initiated in an amount other than that indicated on the source document. Further merchant is aware that the NACHA Operation Rules restrict the number of times that any entry, including ARC entries, returned for insufficient or uncollected funds may be reinitiated to no more than two times following the return of the original entry.

CHECK GUARANTEE SERVICE

AMS agrees to indemnify Merchant from losses on bad check returns for checks that were accepted through our electronic check conversion services. Merchant agrees to accept checks for the sale of goods or services only, and not for cash advances or cash back transactions.

Checks to be covered must meet criteria (See Check Verification & Conversion Obligations) for electronic check acceptance, which means that the check is received from the customer at the point of sale. The check writer's valid driver's license/photo ID must

- (a) Must be presented to verify the signature on the check & receipt
- (b) Must be keyed into the terminal to compare against the database and receive an authorization approval

The printed receipt must be signed by the customer to authorize the electronic collection of the check.

Checks excluded from the check guarantee program include, but are not limited to:

- Third Party Checks, credit card convenience checks, traveler's checks
- Blank Checks, Checks made out to "Cash", or where cash was disbursed ; i.e. all checks must be made out to your business name as the Payee
- Checks without preprinted customer name and street address
- Checks without a current phone number of the check writer
- Checks where the signature on the check does not match the preprinted name on the face of the check
- The merchant has made a repeated attempt to process a check after a "Decline" response
- All "Warning – Manager Needed" messages which are overridden by the merchant. I.E. checks exceeding the dollar limits agreed upon between AMS and the merchant while executing the agreement for the check guarantee program.
- Checks returned due to merchant fraud or lack of due care when...
 - Check processed electronically AND paper check deposited
 - Check processed electronically without the signed authorization of the customer
- Customer Disputes: Reg E claim and/or any Stop Payment of item

Merchant agrees that once enrolled they will receive NO DIRECT PAYMENTS from the check writer on outstanding items and shall direct the check writer to AMS. Merchant will allow its returned items to be sent directly to AMS for processing. Merchant agrees all approved checks assigned under this agreement shall become the property of AMS, LLC.

ADDITIONAL ITEMS

AGGREGATE LIMITS: In our discretion we may limit the aggregate dollar amount of your Entries for which final settlement is pending at any given time ("Aggregate Limits"). We will advise you when you enroll in the Service of your Aggregate Limits, and you agree not to exceed them. We may, in our sole discretion, suspend the processing of, any Entries that exceed the Aggregate Limits, and will have no liability to you or any other party for doing so. You agree to indemnify and hold us harmless from any claims arising out of or relating to our inability to process Entries that exceed the Aggregate Limits. We will periodically review your Aggregate Limits and may, in our sole discretion, change them at any time. We will notify you of changes. At our request from time to time, you agree to provide to us such information as we may reasonably require regarding your financial status, including, without limitation, copies of your most recent financial statements.

ACH Service Agreement – Terms & Conditions cont.

NO LIABILITY FOR LOSSES: Merchant enrolled in AMS's Program, as indicated on the front section of this form, agrees and understands that AMS is not guaranteeing or insuring any customer transactions. AMS has no liability for any losses the Merchant may incur as the result of a customer transaction that has been authorized by the Merchant using AMS's service. AMS is not guaranteeing or insuring against bad-check losses. AMS will not be liable to Merchant, customers or any third party for any failure, error or delay in performance. In no event will AMS be liable for incidental, special or consequential damages incurred by Merchant or any other person or entity.

CUSTOMER INQUIRY ASSISTANCE: Merchant agrees to provide to AMS, or other requesting Financial Institutions or Government Agencies, all supporting documents or materials (as required by merchant to keep as prior reference within this Agreement) being held in connection to customer transactions generated under the terms of this agreement. Merchant further agrees to provide said records within 5 days of being notified by AMS or other Institution. Merchant will supply records in the manner that will provide the fastest and clearest copy. This could be but is not limited to the following: Fax, Email, or some other expedited postal-package delivery (i.e. USPS, FedEx or UPS); All expenses related to providing these items will be the merchant's responsibility. Merchant agrees to take additional reasonable efforts to provide information supporting the transactions involving their customer which the accuracy or question of its validity is being questioned.

ASSISTANCE IN REMEDYING ERRORS OR CUSTOMER ISSUES: In the event an error or apparent error exists in the AMS data which has been supplied to Merchant, Merchant agrees to fully cooperate with AMS and its third-party service providers in an effort to clarify and if necessary rectify the accuracy of the data in question.

TERMINATION: Either party reserves the right to terminate this agreement with 30 days written notice to the other party. Additionally, AMS may immediately discontinue providing check processing to Merchant in the event Merchant fails to comply with or otherwise breaches the terms of this Agreement. In the event Merchant has transaction returns that exceed 8% of their monthly volume, AMS may, at its option, terminate this Agreement. In the event Merchant stops conducting business in the normal course, becomes insolvent, or becomes subject to proceedings under the Federal Bankruptcy Act. AMS may, at its option, immediately terminate this Agreement. In the event Merchant provides written notice to cancel, or verbal notice to cancel AMS services and Merchant continues to utilize AMS services, Merchant will continue to be charged for transaction activity.

INDEMNIFICATION: To the extent permitted by law, Merchant shall indemnify and hold harmless AMS, their agents and employees against and from all actions, suits, losses, liabilities, damages, costs, and expenses, including court costs and attorneys' fees, relating to or arising from any and all claims asserted against AMS due to negligence or misuse by Merchant in its use of AMS services.

PRICING: Merchant agrees to pay AMS, according to the "Fee Schedule" set forth on the front side hereof and pursuant to AMS's usual fee schedule for any other services, AMS's fees for services performed under this Agreement. AMS reserves the right to change the service or the service fees with 30 days written notice to Merchant. Further, merchant agrees to pay AMS for any fees, fines, or penalties that result, or could result, from violations or sanctions assessed or levied by the NACHA Organization due to merchant not following these stated rules or from any improper compliance of these rules by merchant.

REPRESENTATIONS: Merchant represents and warrants with respect to all entries we process for you that: (a) EACH Customer has authorized the debiting and/or crediting of his, her, or its account and also for the collection of any returned check or transaction check fees, (b) EACH entry is for an amount agreed to by the Customer, (c) EACH entry is in accordance with the rules and properly authorized in all other respects. Merchant agrees to defend, indemnify, and hold Processor and all its agents harmless for any losses, liabilities, legal action costs or expenses we incur as a result of any breach of these representations and warranties either intentionally or unintentionally by Merchant. Merchant shall cease initiating Entries immediately upon receiving actual or constructive notice of the termination or revocation by the Receiver of authority. Merchant may use Processors system to block accounts from being processed, but processor bares not responsibility in the event that processors system fails to filter blocked transactions on behalf of Merchant.

ENTIRE AGREEMENT: This Agreement makes up the entire agreement between the parties concerning AMS's ACH services. If any provision of this Agreement is deemed unenforceable, the remaining provisions shall remain enforceable. There are no third party beneficiaries of this Agreement. If there is more than one Merchant named on the Processing Agreement each and every so named Merchant is bound by the signing thereof.

Merchant acknowledges that they have read and understands the Terms and Conditions of this Agreement, including the provisions contained on all pages hereof, and the information provided is accurate.

Print Name _____ Title: _____

Authorized Signature _____ Date _____

Print Name _____ Title: _____

Authorized Signature _____ Date _____

ACH Service Agreement Checklist

The Service Agreement is designed so that you open it in WORD and electronically fill in all of the fields, except for the authorized signatures. Review the checklist below and if you have any questions, please contact AMS at 407-331-5465.

☒ SERVICE AGREEMENT

On the top of the document, fill in the 1st field with your Legal Name. (This name should match your Federal Tax ID number).

Fill in the Merchant's Legal Name (again), followed by your primary contact's E-Mail Address.

Fill in your DBA Name, followed by Federal Tax ID number or SSN.

Fill in the address where your mail is delivered, (PO Box or complete street address), followed by Type of Business and your SIC code (ex. Utilities; 4900).

Fill in the City, State and Zip (for your mailing address), followed by an estimate of your Average Check Amount.

Fill in the Phone Number followed by an estimate of your Total Monthly WebCheck/eCheck Sales.

Fill in the Fax Number followed by the Application Type requested.

Fill in the primary Contact Name for this Account, followed by the SunGard Public Sector Install date if known.

Fill in the primary Contact Title followed by any comments.

Fill in the website address for this agency or business followed by the website administrator name, email and or phone

☒ FEE SCHEDULE

We can set you up to automatically make a second attempt to obtain payment, if the first attempt was returned for Non-Sufficient Funds. This service can be very helpful, but if you do not want this service, you must choose NO. (Click anywhere in the field and scroll down to change this option.)

Fill in the Name of the person who is signing in the field below, followed by their Title. The **Authorized Signature** MUST be from someone who is legally authorized to bind your entity to this Agreement and the signature must be a real physical signature, (not a stamp), and should be in blue ink for verification. Fill in the date that defines when this agreement is to begin.

☒ AUTHORIZATION FOR PRE-ARRANGED PAYMENT

Note that although most of the transactions will be deposits, there will be a need for some debits to this account. If this account was previously setup with any debit restrictions, you will need to provide the following Company ID to your Bank Rep to be included in the ACH filter:

T562207579 for your Returns, i.e. insufficient funds, account closed, invalid account number, etc., via T-TECH, Inc. , (AMS's ACH Processor).
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Fill in your Legal Merchant Name and skip the next field. (AMS will assign you a Merchant ID number.)

Fill in the Name of the Bank where you want the funds deposited, followed by your Branch Name.

Fill in the City, State and Zip where your Branch is located; this is printed on your checks.

Fill in the ABA Routing Number. This number is always 9 digits long and is usually located on the left at the bottom of your checks. Your account number is the next set of numbers. Fill in only the numbers, no extra symbols or characters. (Note that the length of the account number varies.)

Fill in the Name of the person who is signing in the field below, followed by their Title. The **Authorized Signature** MUST be from someone who is legally authorized to bind your entity to this Agreement and the signature must be a real physical signature, (not a stamp), and should be in blue ink for verification. Fill in the date that defines when this agreement is to begin.

☒ VERIFICATION OF YOUR BANKING INFORMATION

Before AMS can setup your service, we must validate your ABA Routing number and DDA Account Number from a **Voided Check** that you provide. A voided check is preferred, but if you are unable to do this, ask your Bank Rep to provide the following information on **Bank letterhead**:

Automated Merchant Systems, Inc.

Mr. Daniel Sloan

600 North Lake Blvd., Suite 230

Altamonte Springs, Fl. 32701

RE: Non-Imprinted Business Checking Account Verification Letter

Dear Mrs. Barber:

_____ has opened a business account in the business name of
(signer(s) name(s))

_____ with the

Bank Routing Number _____ Account # _____

Sincerely,

Bank Officer _____ Title _____

Fax to 407-331-7524 and mail this original to the office address above.