

INSTRUCTIONS: PLEASE COMPLETE ENTIRE FORM AND FAX, EMAIL OR

MAIL TO:

Re\$UBMITIt® PROCESSING CENTER

FAX: (727) 499-7003

P O Box 932

DUNEDIN, FL 34698

EMAIL: SUPPORT@RESUBMITIT.COM

Re\$ubmitIt®

Returned Check Processing Service Agreement

YOUR NAME: _____ E-MAIL (required): _____

COMPANY NAME: _____ PHONE: () _____ FAX: () _____

ADDRESS: _____ CITY, STATE, ZIP: _____

BANK ROUTING #: (9 Digits): _____ BUSINESS CHECKING ACCT #: _____

This agreement for returned check processing services ("Agreement") is between Re\$ubmitIt, LLC ("ResubmitIt") and the undersigned entity ("Company"). Company agrees to not use any of ResubmitIt's processing services to initiate any electronic or other check entries that violate the laws of the United States, including but not limited to, the prohibition against fraudulent transfers.

1. Company agrees to post notices supplied to Company by ResubmitIt (the "Notices") at all of Company's point of sale locations at all times and/or print the Notices supplied by ResubmitIt on invoices or other agreements to notify Company's customers ("Customers") regarding the Services (as defined below). Company agrees not to alter the Notices in any manner unless authorized in advance by ResubmitIt. At ResubmitIt's request, Company shall provide evidence of its compliance with the aforementioned notification responsibilities.
2. Company authorizes ResubmitIt, and any Returned Check processor used by ResubmitIt (a "Processor"), to (a) re-present for payment the face amount of all eligible returned checks ("Returned Checks") of Company and (b) electronically debit or paper draft a separate Returned Check fee ("Returned Check Fee") denoting Company as payee for each of Company's Returned Checks ((a) and (b), collectively, the "Primary Services"). Company authorizes ResubmitIt or its Processor to retain any Returned Check Fee collected (which shall not exceed the maximum fee allowed under state law) as payment to ResubmitIt for the Primary Services. Company will not attempt to collect any additional Returned Check Fee from any Customer.
3. If a Returned Check is not eligible for Primary Services or Primary Services have been exhausted, Company may elect to have its Returned Checks forwarded to a third-party collection agency for secondary collection efforts, which could include, but are not limited to, making phone calls, sending letters, and reporting to credit bureaus (hereafter "Secondary Collection Services"). Company authorizes any provider of Secondary Collection Services to collect and retain any collections fees received from Customer as payment for the Secondary Collection Services.
4. Company may discontinue Primary Services and/or Secondary Collection Services (collectively, the "Services") at any time by notifying Company's financial institution to discontinue sending Company's Returned Checks to ResubmitIt or by notifying ResubmitIt or any provider of Secondary Collection Services, as applicable.
5. Except as otherwise set forth in this Section 5, ResubmitIt shall pay Company 100% of the collected face amount of each Returned Check paid to ResubmitIt as a result of the Primary Services ("Recovered Face Amounts"). ResubmitIt shall pay Company weekly all Recovered Face Amounts paid to ResubmitIt's settlement account and settled no more than 7 days prior. Company authorizes ResubmitIt or its Processor to transmit all Recovered Face Amounts due to Company through the Automated Clearing House (ACH) Network into Company's bank account to which the Returned Check was originally deposited. If Recovered Face Amounts paid to Company are later charged back or were credited in error, ResubmitIt or its Processor may off-set any such amount against future payments of Recovered Face Amounts or debit Company's bank account for such amount.
6. For Company's account designated above, Company authorizes (i) ResubmitIt and/or its Processor to communicate with Company's financial institution and any third-party collection agency (if Secondary Collection Services are provided) regarding the Services, and (ii) Company's financial institution to transmit Returned Checks to, and communicate with, ResubmitIt regarding the Services.
7. The Services are not designed to guarantee payment of Returned Checks to Company in any manner. ResubmitIt and its Processors are acting as data processors and not as insurers. Company is responsible for establishing its own check acceptance procedures to minimize risk of acceptance of fraudulent or insufficient fund checks. RESUBMITIT DOES NOT WARRANT THE COLLECTION, PAYMENT, OR VALIDITY OF ANY RETURNED CHECKS, AND RESUBMITIT EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES WITH RESPECT TO THE SERVICES.
8. ResubmitIt may amend this Agreement at any time upon 10 days notice to Company.

See additional terms on next page

SERVICE AGREEMENT

- 9. If Company discontinues the Primary Services, ResubmitIt will have 90 days to complete Primary Services for any in-process Returned Checks.
- 10. If Company receives direct payment from a Customer for a Returned Check and/or the Returned Check Fee, Company shall immediately notify ResubmitIt. Company shall pay the entire Returned Check Fee to ResubmitIt within 30 days after Company receives direct payment of any Returned Check Fee.
- 11. ResubmitIt reserves the right at its sole discretion, without notice or reason, to not provide the Primary Services with respect to any Returned Check and/or discontinue all or any portion of the Services to Company. ResubmitIt shall have the right to assign or transfer any rights, obligations and duties under this Agreement without notice. Company shall not transfer or assign (by operation of law or otherwise) its rights or obligations under this Agreement except upon 30 days prior written notice to ResubmitIt.
- 12. Company is responsible for paying all taxes and other charges on any amounts remitted to Company as a result of the Services. Company shall indemnify and hold harmless ResubmitIt (and its affiliates, agents and service providers) and ResubmitIt's (or any of its affiliates', agents' and service providers') stockholders, members, directors, officers, employees and agents from and against any and all claims, damages, actions, costs or expenses, including reasonable attorney's fees and court costs, arising out of or related to (i) any breach by Company of any provision of this Agreement, (ii) any violation of applicable law by Company, or (iii) Company's negligence or willful misconduct.
- 13. ResubmitIt is not responsible for delays in receipt or processing of Company information, or for Company's failure to properly enter and/or transmit information, or properly notify Company's Customers about or obtain proper authorization for Company's use of the Services. **IN NO EVENT SHALL RESUBMITIT BE LIABLE FOR ANY ERRORS, OMISSIONS, DELAYS, OR LOSSES UNLESS CAUSED BY RESUBMITIT'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. IN NO EVENT SHALL RESUBMITIT BE LIABLE FOR INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES EVEN IF RESUBMITIT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL CLAIM, LOSS OR DAMAGE.** ResubmitIt's cumulative liability under this Agreement is limited to the amount of fees paid to or received by ResubmitIt for the performance of the Services during the three months prior to the date the liability arose.
- 14. Any dispute between Company and ResubmitIt shall be settled by submitting the matter to binding arbitration, pursuant to the rules of the American Arbitration Association. Any arbitration proceedings will occur in Clearwater, Pinellas County, FL. The laws of the State of Florida shall govern this Agreement without regard to its conflict of laws principles. In addition, all services provided and transactions contemplated under this Agreement are governed by Articles 3 and 4 of the Uniform Commercial Code, Regulation CC and E established by the Federal Reserve Board, The Electronic Funds Transfer Act, and the Operating Rules of the National Automated Clearing House Association as in effect from time to time.
- 15. Secondary Collection Services are optional. Read and mark one of the boxes below to receive or deny Secondary Collection Services. If neither of the boxes below are marked, Secondary Collection Services shall not be provided to Company.
 - YES, I authorize ResubmitIt to send Uncollected Returned Checks to a third party collection service for further recovery efforts. ("Uncollected Returned Checks" are those Returned Checks of Company that are ineligible for Primary Services or for which Primary Services have been exhausted.) I understand that Secondary Collection Services could include, but are not limited to phone calls, letters, and reporting to credit bureaus and that ResubmitIt reserves the right, at its discretion, to select which Returned Checks to submit for Secondary Collection Services and remove any and all Returned Checks from Secondary Collection Services at any time, without notice.
 - NO, I do not want to receive Secondary Collection Services.

Company accepts and agrees to all terms contained in this Agreement:

Signature: _____
Authorized Representative of Company

Print Name: _____

Title: _____ Date: _____

ResubmitIt accepts and agrees:

Signature: _____
Authorized Representative of ResubmitIt

Print Name: _____

Title: _____ Date: _____