

## checXchange™ Terms and Conditions

Merchant Client ("Client") authorizes Money Transfer Systems, Inc. ("MTSI") to re-present all return check items forwarded to MTSI by Client or Client's bank(s) in accordance with the Electronic Funds Transfer Act of the Federal Reserve Governing Board. Client authorizes MTSI to originate a draft or an electronic debit for a separate non-sufficient funds ("NSF") fee, in an amount posted by the Client and agreed to by the check writer. This fee will not exceed the maximum amount allowed by applicable state laws. Client authorizes MTSI to initiate credit/debit entries for collected checks equal to the agreed upon sum per the terms on this Agreement. Client acknowledges that the origination of ACH transactions to Client's account must comply with the provisions of U.S. Law. Client agrees to complete the Bank Release Authorization form provided by MTSI and forward the completed Bank Release Authorization to the bank(s) utilized by Client so that all returned items will be forwarded to MTSI after first presentation by Client's bank(s). Client agrees to display a decal supplied to Client by MTSI at all point of sale locations at all times in accordance with applicable law. With respect to each re-presented item, Client represents and warrants to MTSI that: (a) it has good title to the returned item; (b) all signatures on the returned item are authentic and authorized; (c) the returned item has not been altered; (d) the Client is not able to avail itself of any defenses to payment (e.g. defective merchandise); (e) the Client is not insolvent; (f) the returned check has only been presented for payment once; (g) any restrictive endorsement placed on the check is void or ineffective; (h) it understands the check recovery services herein are provided to Client by and through MTSI (or any other similar independent contractor made available for your use by Bank from time to time), an independent contractor and not an affiliate or subsidiary of Bank or otherwise owned or controlled by Bank or any of Bank's affiliates or subsidiaries; and (i) Bank does not provide or participate in any of the processes, re-presentation, or collection methods undertaken by MTSI. MTSI will be allowed thirty (30) days from the date of receipt of a return check item to complete its electronic re-presentation process. If this Agreement is terminated by either party for any reason, MTSI will retain the right to complete its electronic re-presentation process for all returned check items forwarded to MTSI prior to said termination. MTSI does not guarantee the collection or payment of any returned item presented to MTSI for electronic re-presentation. However, MTSI will provide its best efforts to collect Client's NSF checks. MTSI makes no representation or warranty as to the collectability or validity of any returned item. MTSI retains the right to refuse to process any transaction submitted by Client. If any Client customer whose check is undergoing electronic re-presentation by MTSI pays Client the amount owed directly, Client agrees to forward any return fees received that are related to such transaction to MTSI. For checks collected electronically, MTSI will pay Client 100% of the face value of the check. In the event of an error, including but not limited to any payments to Client for funds that MTSI has not collected, Client authorizes and requests MTSI to debit or credit Client's designated account at Bank to correct the error. Client understands this authorization remains in effect until the Agreement is terminated or Client otherwise gives 30 days written notice to MTSI of its termination of this authorization. Client agrees to indemnify Bank, MTSI, and any third party service provider which may be utilized by Bank or MTSI to provide any of the services regarding the recovery of checks for Client under the terms of this Agreement (together, the "Indemnified Parties") and to hold the Indemnified Parties harmless from and against any and all damages, penalties, losses, liabilities, judgments, settlements, awards, costs and expenses and reasonable attorneys fees and related costs ("Losses") which Client may have as a result of any claims, assertions, demands, causes of action, suits, proceedings or other actions, (collectively, "Claims") which the Indemnified Parties may incur or which may be asserted against any Indemnified Party arising from, relating to or in any way connected with a breach of the Client's obligations, representations or warranties under this Agreement, or otherwise arising out of Bank, MTSI, or any third party service provider providing check recovery services to the Client; provided, however, that the foregoing indemnity shall not apply to claims, damages, losses, liabilities and expenses solely attributable to an Indemnified Party's gross negligence or willful misconduct. Client also hereby agrees to release, defend, indemnify, and hold the Indemnified Parties harmless from and against any and all Losses which Client may have as a result of any Claims which arise or may arise relating in any way to the check recovery services and in no event shall Bank be liable for any indirect, consequential, incidental, punitive, exemplary or special losses or damages, or expenses which Client may incur by using the check recovery services set forth in this Agreement, whether or not the possibility or likelihood of such damage was known or contemplated by the Bank. Client's sole remedies and recourse for any Losses or Claims shall be against MTSI and not Bank. All disputes between Client and its customers relating to a check transaction will be settled between Client and said customers. Client agrees to indemnify and hold MTSI harmless from any claim, liability, loss, or expenditure resulting from Client's actions or inactions, including but not limited to failing to obtain written authorizations or posting notices as required by this Agreement. Notwithstanding the foregoing, MTSI agrees to indemnify and hold Client harmless from any claim, liability, or loss by MTSI's actions or inactions while processing returned check items from Client. Any dispute between MTSI and the Client will be submitted to binding arbitration, to be conducted pursuant to the rules of the American Arbitration Association. Any arbitration proceedings will occur in Clearwater Florida, Pinellas County. Each party represents, warrants, and mutually agrees that all information concerning the other party which comes into its possession shall be maintained as confidential and shall not be used or divulged to any other party except as necessary to permit the activities contemplated under this Agreement. MTSI may advise potential users of its service that Client has a relationship with MTSI. All transactions covered by this Agreement are governed by and must comply with the National Automated Clearing House ("NACHA") rules, Regulations CC, and E established by the Federal Reserve Board, Uniform Commercial Code ("UCC") Article 4, The Electronic Funds Transfer Act, and other applicable laws and regulations. MTSI complies with the Gramm-Leach-Bliley Privacy Act, Public Law 106-102, Title V, governing the Disclosure of Nonpublic Personal Information - 15 USC, Subchapter I, Sec. 6801-6810 and Fraudulent Access to Financial Information - 15 USC, Subchapter II, Sec. 6821-6827. If Client fails to comply with any term of this Agreement or any applicable laws or regulations cited in this Agreement, MTSI may terminate this Agreement immediately by giving written notice to Client. Either party to this Agreement may terminate this Agreement by giving the other party thirty (30) days' written notice of said termination. Any termination will not affect the rights and obligations of the parties arising prior to the effective date of such termination, and the indemnification provisions hereof shall specifically survive termination.

MTSI may change the terms of this Agreement at any time by giving Client ten (10) days' notice of said change. If Client does not agree to the change, Client may terminate this Agreement. The laws of the State of Florida will govern this Agreement.



(800) 208-2964

2635 McCormick Drive #102 • Clearwater FL, 33759

727.499.7002 727.499.7003 fax

www.checXchange.com

## Business Product Check Recovery



### NSF Checks?

No Cost!

No Headaches!

No Problem!



EDGAR COUNTY  
BANK

www.edgarcountybank.com

Paris • Brocton • Kansas • Ashmore



PROSPECT  
BANK

A DIVISION OF EDGAR COUNTY BANK & TRUST CO.

www.theprospectbank.com

Champaign • Gilman • Watseka



MEMBER FDIC



## CUSTOMER RECOMMENDATIONS

*"We have enjoyed great results!*

*One of the last things we have time for is chasing down bad checks. checXchange has done a great job of quickly collecting our NSF checks. It's FREE and I would gladly recommend them to any business owner."*

— Jill Pucillo

## checXchange™

- It is a FREE service
- Recovers 100% of the face value of the check
- Keeps merchant out of the collection business
- All returned checks are handled automatically
- Significantly enhances collection rate of recovery
- Improves cash management by recovering funds faster and reduces internal staff time and expense on collections
- Provides real-time access to all checks being collected by checXchange™
- Offers optional outsourced secondary collection service

# NSF Check Recovery that works for your business



## FREE SERVICE

- **Free Service**—no hidden charges
- 100% of face value is paid
- No equipment required
- Your money collected **FASTER**
- Easy and Automatic
- Secondary Collections (optional)



## HIGH RECOVERY RATES

- Up to 80-85% Collection rates
- Reduces staff time to collect checks
- Improves cash flow by collecting faster
- Collect more checks and collect them faster



## ONLINE REPORTING

- 24x7 real time access
- Easy to use—point and click
- High Resolution images of all checks
- Complete status of all checks

## Your checks collected at no cost to you!

checXchange™ provides businesses with an automatic and effective service which enables them to manage their business without the time and aggravation of collecting bad checks.

## GETTING STARTED

As a valued customer you will be mailed a welcome package that includes everything you need to get started immediately. Your NSF checks will automatically be sent to checXchange™ for recovery, there is no work required on your part. checXchange™ will pay you weekly for all checks collected during the week, eliminating the need for you to waste valuable time collecting returned checks.



Our check recovery service will automatically and strategically collect your returned checks for you—all at no cost to you!

(800) 208-2964 checXchange™ - The National Leader in NSF Check Recovery

## Frequently Asked Questions

### How does checXchange™ collect my returned items?

We will process all returned checks we receive directly from your bank. We then submit your checks for you through the ACH network. Any returned items will be handled by the automatic returns handling module of checXchange™.

### Is checXchange™ returns handling more effective?

Yes. Our statistics show some merchant's recovery rates increase as much as 60%, resulting in an overall recovery rate up to 85% for NSF checks.

### Does checXchange™ provide both automatic check representation and manual collections?

Yes, we can provide secondary collections for our customers.

### How will I be notified that a check has been returned?

The status of any transaction in our system can be followed through our internet based 24/7 real-time reporting system. This includes images of original deposited items and returned items.

### When do I get paid for my collected checks?

Every week all checks collected by end of workday on Friday are electronically (ACH) initiated to your account then credited by your bank, typically on Saturday or Monday.

### How much does checXchange™ cost?

checXchange™ is a **free** service, which works conveniently & quickly for you and your customers.

### Then how does checXchange™ make money?

The cost of collection is paid by the check writer from state-authorized collection fees.

### Why should I use checXchange™?

You eliminate your traditional bad item collection techniques, and will get 100% of your money back from the bad checks we collect. checXchange™ strategically chooses when the check writer's account is debited. This alone can result in a substantial increase in recovery rates.

### Will checXchange™ save me money?

Definitely! Everything is automatic, so there are no re-deposit fees charged to you for resubmitting checks automatically. There are no bank return fees on NSF checks that come back a second time.

### What other businesses use checXchange™?

Many leading companies are utilizing this service including - major utilities, restaurant chains, hospitality chains, retail stores, and many other large corporations that accept checks.

### What must a merchant do to inform customers?

Merchants must notify customers that their returned checks may be collected automatically. This notice can be at the point of sale, or on a monthly billing statement. checXchange™ supplies all of our customers with a point-of-sale decal that covers this necessary notification.