

## Electronic Payment Solutions Application RETURNED ITEM Release Authorization Form

Business Name			
Address			
City		State	Zip Code
Phone	Fax*	Email*	<small>*required to receive reports by email or fax</small>

**TO MY BANK:** I / we hereby authorize and instruct you to mail all returned checks after first presentation for payment to Electronic Payment Solutions for collection. Please forward these items after the first presentation. This address and authorization applies only to returned checks and is to remain in effect until cancelled in writing.  
**Please Send All Returned Items To:**

**Electronic Payment Solutions**  
 C03E- \_ \_ \_ \_  
 3001 Bethel Rd. # 108  
 Columbus, OH 43220  
 Ph: 1-866-451-4400 Fax: 1-614-451-2067

PLEASE TAPE OR PASTE A VOIDED CHECK HERE

FAX COMPLETE APPLICATION TO:

**1-614-451-2067**

By signing below, I agree to the terms and conditions of this Merchant Agreement

PRINT NAME of Authorized Signer	Signature
Title	Date

FAX COMPLETED APPLICATION TO: 1-614-451-2067

Account Setup    Payment By:    EFT    CHECK    Report s By:    EMAIL    FAX    NOTE: \_\_\_\_\_

# Electronic Payment Solutions

## Merchant Agreement / Terms & Conditions

1. Client authorizes Electronic Payment Solutions to act as its processor to re-present, in accordance with the RCK rules of National Automated Clearing House Association (NACHA), all returned check items forwarded to Electronic Payment Solutions by Client and/or its affiliates. Client understands that Electronic Payment Solutions is acting as a 3<sup>rd</sup> party processor of ACH transactions and NOT in the capacity of a collection agency. Electronic Payment Solutions agrees to perform all services here under in a good and professional manner, and agrees to keep all information about Client, its affiliates and customers confidential.
2. In addition to re-presentation of returned checks, Client authorizes Electronic Payment Solutions to originate separate electronic debits for return fees in an amount posted by the Client and authorized by the check writer as described in the Client application. Returned item fees must not exceed the maximum amount allowed by state law(s).
3. Client agrees to display check writer notices as reasonably required by Electronic Payment Solutions at all point of sale locations.
4. Client agrees to complete and forward a Return Item Release Authorization and send this authorization to Electronic Payment Solutions to be forwarded to the Clients bank.
5. Electronic Payment Solutions will notify Client of new returned items each week and will deposit collected items to the Client's account via ACH credit on the next payment date after successful electronic re-presentation of the item. The Client may also select to have the reimbursement made by check.
6. Client understands that Electronic Payment Solutions is debiting items on Clients behalf with the maximum number of attempts per item of two (2) attempts. Electronic Payment Solutions does not guarantee successful electronic re-presentation or payment of any return item presented to Electronic Payment Solutions .
7. Client authorizes Electronic Payment Solutions to debit Client's account for any items that were processed electronically but are subsequently returned by check writer's bank as unauthorized transactions or as late returns. Electronic Payment Solutions retains the right to refuse to process any transactions not properly submitted by Client. Client must agree to obtain proper authorization for any return fee to be charged before submitting return.
8. Any dispute between Client and check writer relating to a check transaction shall be settled between Client and check writer. Unless due to Electronic Payment Solutions negligence or willful misconduct, Client agrees to indemnify and hold Electronic Payment Solutions harmless from any claim, liability, loss or expenditure resulting from Client's actions, including but not limited to failing to obtain written authorizations or post check writer notices as required by NACHA and this Agreement.
9. Where applicable, all transactions covered by this Agreement are governed by NACHA's Operating Rules, Regulation E established by the Federal Reserve Board, UCC Article 4, The Electronic Funds Transfer Act and other applicable laws and regulations. Otherwise, the laws of the State of Ohio shall govern this Agreement.
10. If either party fails to comply with any term of this Agreement or any applicable laws or regulations cited in this Agreement, after 15 days written notice and opportunity to cure, the non-defaulting party may terminate this Agreement by giving notice to the defaulting party. If this Agreement is terminated for any reason, Electronic Payment Solutions will continue to process any and all returned check items currently in the electronic re-presentation process.
11. Either party may terminate this Agreement by giving the other party ten days (10) written notice of termination. Termination will have no effect on items already in the electronic re-presentation process.
12. Electronic Payment Solutions may change the terms of this Agreement at any time by giving Client fifteen (10) days written notice of said change. If Client does not agree to the change then Client may terminate this Agreement without penalty.
13. Secondary Collections will be conducted by GA Check Recovery, which specializes in the collection of small dollar account closed, stop payment, etc. checks. All collected checks will be paid at 100% of face value, unless collection results in less than 100%.
14. Electronic Payment Solutions will not process third party checks.

Telephone	1-866-451-4400		
Fax	1-614-451-2067		