

# NSF Pursuit, Inc.

## Electronic Check Recovery Merchant Application / Bank Information

Merchant's Legal Business Name		DBA	
Billing / Returned Item Notification Address		City	State    Zip Code
Retail Location Address		City	State    Zip Code
County (Very Important)	# of Locations	Phone Number	Fax Number
Contact Person/Title		Email Address	
Ownership - Partnership/Corporation	Year Acquired	Federal Tax ID	Social Security Number
Name of Primary Bank		Name of Account	
Bank Representative		Bank Phone Number	
Bank Routing Number		Bank Account Number	
<p>The Undersigned certifies the accuracy of all of the Merchant information provided herein and authorizes NSF Pursuit to investigate such information which may include personal credit reports on Merchant's principals or information from other sources pertaining to the Merchant's credit worthiness, financial responsibility or accuracy of any of the foregoing information. Merchant further agrees to notify NSF Pursuit of any and all changes, which may occur from time to time, relative to the information and statements contained herein. Merchant authorizes NSF Pursuit to debit applicable reporting fees from the bank account listed above.</p> <p>Merchant hereby agrees to obtain appropriate authorization for any applicable return fee, before submitting a return check item for Processing Merchant will obtain check writer authorizations by the following method(s). <b>Initial below the method(s) to be used.</b></p>			

- \_\_\_\_\_ By following the latest NACHA guidelines for check acceptance and electronic check re-presentment, and posting signage
- \_\_\_\_\_ By stamping all checks with the stamp approved by NSF Pursuit and having customer sign where indicated.
- \_\_\_\_\_ By placing authorization language acceptable to NSF Pursuit on any invoice, remittance advice, check acceptance agreement, contract or similar document which has been signed by Customer.
- \_\_\_\_\_ Signed authorization on receipt generated by point of sale device.

Company Name \_\_\_\_\_ Dated \_\_\_\_\_

Signature \_\_\_\_\_ Printed Name \_\_\_\_\_ Position \_\_\_\_\_

**NSF Pursuit, Inc.**  
**Electronic Check Recovery**  
**Merchant Application and Agreement**

1. Merchant authorizes NSF Pursuit 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 NSF Pursuit by Merchant or Merchant's bank(s). Merchant understands that NSF Pursuit is acting as a 3<sup>rd</sup> party processor of ACH transactions and NOT in the capacity of a collection agency.
2. In addition to re-presentation of returned checks, Merchant authorizes NSF Pursuit to originate separate electronic debits for return fees in an amount posted by the Merchant and authorized by the check writer as described in the merchant application. Returned item fees are \$25.00 (or legal limit).
3. Merchant agrees to display check writer notices as required by NSF Pursuit at all point of sale locations.
4. Merchant agrees to complete and forward a Return Item Release Authorization to the bank(s) utilized by Merchant instructing the bank to forward all returned items to NSF Pursuit after first presentation.
5. NSF Pursuit will notify Merchant of new returned items weekly and will deposit collected items to the Merchant's account via ACH credit on the next payment date after successful electronic re-presentation of the item. These payment dates will be made to route \_\_\_\_\_ and account \_\_\_\_\_ every \_\_\_\_ days.
6. Merchant understands that NSF Pursuit is debiting a total of both the face value plus any applicable fees. Reimbursement is limited to an amount equal to Merchants percentage of the collected money. NSF Pursuit does not guarantee successful electronic re-presentation or payment of any return item presented to NSF Pursuit.
7. Merchant authorizes NSF Pursuit to debit Merchant's account for any items that were collected electronically but are subsequently returned by check writer's bank as unauthorized transactions or as late returns. This authorization survives the termination of this agreement with late returns being debited from the account listed in article 5.
8. NSF Pursuit retains the right to refuse to process any transaction submitted by Merchant. Merchant must agree to obtain proper authorization for any return fee to be charged before submitting return.
9. Any dispute between Merchant and check writer relating to a check transaction shall be settled between Merchant and check writer. Merchant agrees to indemnify and hold NSF Pursuit harmless from any claim, liability, loss or expenditure resulting from Merchant's actions, including but not limited to failing to obtain written authorizations or post check writer notices as required by NACHA and this Agreement.
10. 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 Delaware shall govern this Agreement.
11. If Merchant fails to comply with any term of this Agreement or any applicable laws or regulations cited in this Agreement, then NSF Pursuit may terminate this Agreement immediately by giving notice to Merchant. If this Agreement is terminated for any reason, NSF Pursuit will continue to process any and all returned check items currently in the electronic re-presentation process.
12. Either party may terminate this Agreement by giving the other party thirty days (30) written notice of termination. Termination will have no effect on items already in the electronic re-presentation process.
13. NSF Pursuit may change the terms of this Agreement at any time by giving Merchant ten (10) days notice of said change. If Merchant does not agree to the change then Merchant may terminate this Agreement. Agreement shall remain in effect with respect to any entries initiated by the Merchant prior to such termination, particularly the authorization to debit the account(s) of the Merchant or principals for up to ninety days (90) for rejected items and fees. Upon cancellation of this agreement an amount equal to 20% of the Merchant's monthly transactions will be held in reserve for 90 days for the purpose of funding late or unauthorized returns.
14. Additional \_\_\_\_\_  
\_\_\_\_\_  
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It was resolved that the officer(s) identified as the authorized signor(s) of this Application / Agreement have the authority to execute the NSF Pursuit Electronic Check Recovery Merchant Application.

Date: \_\_\_\_\_

Company: \_\_\_\_\_ Phone: \_\_\_\_\_

Authorized Agent: \_\_\_\_\_ Print name: \_\_\_\_\_