

# Merchant Application and ACH Origination Agreement Terms & Conditions

In order to apply for an ACH merchant account, please complete this Merchant Application and ACH Origination Agreement Terms & Conditions form.

Once completed, please print, sign and date, and return to your VeriCheck sales representative.

• If you are not working with a VeriCheck sales representative, you may email your completed application and supporting documents to <a href="mailto:applications@vericheck.com">applications@vericheck.com</a>

Along with your completed application, please submit the following supporting documents:

- Copy of a valid **Driver's License**
  - Must match signer
- Voided Check or Bank Letter
  - Bank letter must be on bank letterhead and include your business name, account and routing number, and the bank representatives contact information
- Sample Authorization Form

If you are requesting more than \$25,000 in monthly processing volume, please also include a copy of your most recent bank statement.

Additional documentation will be requested, as needed.

Please be sure to retain a copy of this Application and Agreement for your own records.

Thank you for your business!

Phone: (844) 980-4VCI Email: applications@vericheck.com Fax: (404) 665-3465



# **Application**

Please complete the application by typing in each cell. Please note that there are two sets of signatures required.

Any missing information may delay the timely processing of your request.

ISO Use Only							
ISO Name and Number #	Agent #	Name and Num	ber	Source of Lea	ad		
Business Information							
Legal Business Name (Owner's Personal Name if Sole Proprietor)  DBA  Bus						Business Start Date	
Business Type: ☐ Individual/Sole Propri	etor 🗆 Par	rtnership 🗆 Cor	poration 🗆 L	LC 🗆	LLP 🗆 Non-Pro	ofit □ Pu	blic/Government
EIN (or SSN if sole proprietor) Business Phone Number Customer Support Phone Number Hours of Operation							
Business Physical Address, City, State, Zip							
Mailing Address, City, State, Zip							
Website							
Will the website indicated above be use	d to obtain	authorization fo	r payments?				
□No □Yes							
Contact Information							
Contact Name	Contact Name Telephone (Text Enabled)			Em	nail Address		
Ownership Information				•			
Please list at least one corporate officer, as well as all owners with 25% or greater ownership in the company.							
Owner/Officer Name	Owne	Owner/Officer Title			Ownership Percentage %		
Social Security Number	Date	Date of Birth Driver's Licen			e or Identificatio	n Numbe	r State
Physical Home Address, City, State, Zip					Home or Mobile Telephone (Text Enabled) □		
Owner/Officer Name	Owne	Owner/Officer Title			Ownership Percentage %		
Social Security Number	Date o	Date of Birth Driver's Licen			se or Identification Number State		
Physical Home Address, City, State, Zip					Home or Mobile Telephone (Text Enabled) □		
Owner/Officer Name	Owne	Owner/Officer Title			Ownership Percentage %		
Social Security Number	Date o	Date of Birth Driver's Licen			e or Identification Number State		r State
Physical Home Address, City, State, Zip					Home or Mobile Telephone (Text Enabled)		
Owner/Officer Name	Owne	er/Officer Title		I	Ownership P	ercentage	
Social Security Number	Date	ate of Birth Driver's Licen			se or Identification Number State		
Physical Home Address, City, State, Zip	I				Home or Mobil	e Telepho	one (Text Enabled)

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Product Information										
Detailed Description of Products or Services Offered										
Sales Profile (Please mark all that apply and estimate the percentage of sales in each category – must add up to 100%)										
□ Retail (Face to Face)	□ Internet	I				Other				
%	%				%			%		
Customer Profile (Please mark all that apply and estimate the percentage of sales in each category – must add up to 100%)										
□ Consumer □ Business %					□ Government %					
What methods will be used to obtain authorization before payments are initiated? Please provide detailed response:										
How long after charging the customer is the product fulfilled or does the service begin?  ☐ 24 Hours ☐ 3 − 5 Days ☐ 7 − 14 Days ☐ 15 − 30 Days ☐ 31 − 90 Days ☐ 90 Days +										
Do you offer time-extended service										
If Yes, please specify the duration	of the extend	ed service:								
Processing Information										
Company understands and accepts full responsibility for all transactions originated through VeriCheck. Fraud Prevention is the sole responsibility of the Merchant.  Anticipated Start Date:										
Are you currently processing? □Yes □No Processor Name: Reason for leaving:										
Have you ever been terminated b	y a processor?	<sup>o</sup> □ Yes □ No	If Y	es, pl	ease provide	an expl	anation:			
Indicate the anticipated Standard Entry Class (SEC) Code(s) you will be using:										
☐ ARC (Accounts Receivable chec							TEL (Telep			
BOC (Back Office check convers			onal <i>i</i>	Accou	ınt – Signed <i>I</i>	_			ebsite Authorization)	
Software/Gateway Type □ VClpayments □ Accept.Blue □ USAePAY □ NMI □ RestAPI □ Other:					Who will set up					
□ USAePAY □ NMI □ F			ed to	vou)		□ ISC	□ Veri0	леск		
Monthly Transaction Count					High Ticket	Amoun	<u> </u>	Δνατασα	Ticket Amount	
Worthly Transaction Count	Monthly Transaction Amount \$				High Ticket Amount \$			\$		
□ ACH Credit Origination (Sending payments you owe to others)										
By checking this box and complete the limits below, I authorize VeriCheck to debit our account(s) for all funds initiated for credit origination. I understand and accept full responsibility for all credit originations submitted to VeriCheck. Fraud prevention is solely our responsibility. Transactions will not be funded to the receiving account until cleared funds have been received from our account										
Monthly Transaction Count						t	Average Ticket Amount			
,	\$				\$			\$		
Bank Information										
Name on Account Type  Account Type  Description Descri						- Business Savings				
Bank Name	☐ Personal Checking ☐ Personal Savings ☐ Business Checking ☐ Business Savings  Branch Phone Number ☐ Branch Address									
Dank Name Branch Address										
Settlement Bank Routing (ABA/Transit) Number  Settlement Bank Account Number										
Billing Bank Routing (ABA/Transit) Number (optional)  Billing Bank Account Number (optional)										
Fee Schedule   Bill High Ticket Discount (Applies 0.25% to all transactions above \$5,000.00)										
					r 3 Per Transaction Fee (optional)				Account Validation	
\$ for Transactions >\$			\$	\$ for Transactions > \$			Tran	saction Fee \$		
				Tier 3	ier 3 Ticket Discount Rate (optional)  Settlement Fee				Settlement Fee \$	
Application Fee   Monthly Service	,				Annual Fee					
¢ \$	Ś		\$			\$			ė	

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## Origination Agreement and Certification of Beneficial Ownership (Signature Required)

#### Origination Agreement

The person signing this Application on behalf of the Company identified herein acknowledges that he or she is authorized to enter into this Membership Application and Service Agreement ("Agreement"), that he or she has downloaded, read and understands the Terms and Conditions of the Agreement (Version 8.0 dated 1/1/2022), which are incorporated by reference herein, and that the Company agrees to be bound by the Agreement and that all the information in this Application is true and correct and may be relied upon by VCI. Additionally, Company authorizes VCI to make business and personal credit inquiries from time to time.

#### Certification of Beneficial Ownership

By signing below, I attest that I have accurately provided the name, address, date of birth and Social Security Number (SSN) for the following individuals (i.e. the beneficial owners):

- (i) Each individual, if any, who owns directly or indirectly, 25 percent or more of the equity interests of the legal entity customer (e.g., each natural person that owns 25 percent or more of the shares of a corporation); and
- (ii) An individual with significant responsibility for managing the legal entity customer (e.g., a Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, Managing Member, General Partner, President, Vice President, or Treasurer).

The number of individuals that satisfy this definition of "beneficial owner" may vary. Under section (i), depending on the factual circumstances, up to four individuals (but as few as zero) may need to be identified. Regardless of the number of individuals identified under section (i), you must provide the identifying information of one individual under section (ii). It is possible that in some circumstances the same individual might be identified under both sections (e.g., the President of Acme, Inc. who also holds a 30% equity interest). Thus, a completed form will contain the identifying information of at least one individual (under section (ii)), and up to five individuals (i.e., one individual under section (ii) and four 25 percent equity holders under section (i)).

I, the undersigned certify that all of the information furnished above with regard to information for each individual, if any, who directly or indirectly, through any contract, arrangement, understanding, relationship or otherwise, owns 25 percent or more of the equity interests of the legal entity listed above is complete and accurate.

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Owner/Officer #1 Name	Owner/Officer #1 Title	Signature and Date				
Owner/Officer #2 Name	Owner/Officer #2 Title	Signature and Date				

### **Personal Guaranty (Signature Required)**

By signing below, each individual ("Guarantor") jointly and severally (if there is more than one Guarantor) and unconditionally guarantees to VeriCheck, Inc. ("VCI") and VCI's Originating Depository Financial Institution ("ODFI") the prompt payment and full and complete performance of all obligations of the Company identified in this Agreement, as the same may be amended from time to time, including, without limitation, all promises and covenants of the Company, and all amounts payable by the Company under the Agreement, including, without limitation, charges, interest, costs and other expenses, such as attorneys' fees and court costs. This is a Guaranty of payment and not of collection. Each Guarantor agrees that his or her liability under this guaranty is absolute and will not be limited or canceled because: (1) the Agreement cannot be enforced against the Company for any reason, including, without limitation, bankruptcy proceedings; (2) VCI agrees to changes or modifications to the Agreement, with or without notice to Guarantor; (3) VCI releases any other Guarantor from any obligation under the Agreement; (4) any law, regulation, or order of any public authority affects the rights of either VCI or the Company under the Agreement; and/or (5) anything else happens that may affect the rights of VCI against the Company or any other Guarantor. Each Guarantor further agrees that: (a) VCI may delay enforcing any of its rights under this Guaranty without losing such rights and hereby waives any applicable statute of limitations; (b) VCI can demand payment from such Guarantor without first seeking payment from the Company or any other Guarantor or from any security held by VCI; and (c) such Guarantor will pay all court costs, attorney's fees, and collection costs incurred by VeriCheck, Inc. in connection with the enforcement of the Agreement or this Guaranty, whether or not there is a lawsuit, and such additional fees and costs as may be directed by a court.

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Owner/Officer #1 Name	Owner/Officer #1 Title	Signature and Date						
Owner/Officer #2 Name	Owner/Officer #2 Title	Signature and Date						
VeriCheck Use Only								
Date Received	Status  _ Approved _ Declined							
Approved By (Name and Signature)	Declined By (Name and Signatu	Declined By (Name and Signature)						

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