



## ITI Services Electronic Payment Services Merchant Application

**Business Name:**

**Current ITI Account ID:**

(if not yet assigned, check here )

**Fax your application to 1-253-284-0324 or mail completed application package to:**

**ITI Internet Services, Inc.  
1130 Broadway Plaza Suite 205  
Tacoma, WA 98402.**

**Include all the following items with your application:**

**ALL ITEMS ARE REQUIRED. APPLICATION WILL NOT BE SUBMITTED UNTIL COMPLETE.**

- 1. A copy of this check list as a cover sheet.
- 2. Signed copy of the Merchant Application.
- 3. Pre-printed check matching Section 4 (Supply letter from bank affirming account ownership if checks are not available)
- 4. Pre-printed check matching Section 5 (Supply letter from bank affirming account ownership if checks are not available)
- 5. Photocopy of Passport (or Driver's License if unavailable) of signer.
- 6. Business License and Articles of Incorporation (if applicable).
- 7. All of the following from the business:
  - Financial statements
  - Last Federal Income Tax Return
  - Last three (3) months checking account statements showing company revenue
- 8. Two (2) pictures of business's premises (one outside of main structure; include business sign if applicable).
- 9. Telephone Solicitation script (if processing via telephone).
- 10. Sample proof of authorization for each ACH SEC code used.
- 11. Signed copy of Electronic Payment Services Terms and Conditions
- 12. Marketing material describing your products and/or services including website URL's.

### IMPORTANT INFORMATION ABOUT OPENING A NEW ACCOUNT

To help the government fight the funding of terrorism and money laundering activities, Federal law (Patriot Act) requires all financial institutions to obtain, verify, and record information that identifies each person who opens an Account. Identity verification also helps to protect you and us from fraud.

**What this means for you:**

When you open an Account, we will ask you for your name, address, date of birth, and other information that will allow us to identify you. We may also ask for driver's license information or other identifying documents.



**Merchant Application**

<b>1. Business Information</b>		
Full Business Name:		
Doing Business As (DBA)*:		
Business Address Line 1:		
Business Address Line 2:		
City:	State:	Zip:
Business Phone:	Business Fax:	
Business Email Address:	Customer Service Number:	
Web Site URL:		
Federal Tax ID:	Business Start Date (MM/YYYY):	
Type of Ownership: <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Non-Profit <input type="checkbox"/> LLC <input type="checkbox"/> Government		
Industry Type (SIC Code; see list at <a href="http://www.sec.gov/info/edgar/siccodes.htm">http://www.sec.gov/info/edgar/siccodes.htm</a> ):		
<b>2. Owner Information (if there are multiple owners, use information for the owner with the largest share of ownership)</b>		
First Name:	Middle Initial:	Last Name:
Date of Birth (MM/DD/YYYY):	Social Security Number:	
Drivers License #:	Drivers License State:	
Residence Address Line 1:		
Residence Address Line 2:		
City:	State:	Zip:
Home Phone:	Email Address:	
<b>3. Additional Responsible Party (person who will be managing/operating account, check here if same as above: <input type="checkbox"/>)</b>		
First Name:	Middle Initial:	Last Name:
Date of Birth (MM/DD/YYYY):	Social Security Number:	
Drivers License #:	Drivers License State:	
Residence Address Line 1:		
Residence Address Line 2:		
City:	State:	Zip:
Home Phone:	Email Address:	



**4. Bank Account Information (for auto payment of processing fees)**  Check here to use AutoPay information already on file

Bank name:		
Business Name on Bank Account:		
First Name:	Middle Initial:	Last Name:
Bank Routing Number:	Checking Account Number:	

**5. Bank Account Information (for settlements / deposits)**  Check here if same account as Section 4

Bank name:		
Business Name on Bank Account:		
First Name:	Middle Initial:	Last name:
Bank Routing Number:	Checking Account Number:	

**6. Business Practice**

1. Do you accept checks now?: <input type="checkbox"/> YES <input type="checkbox"/> NO	Electronically? <input type="checkbox"/> YES <input type="checkbox"/> NO
2. If YES to # 1: Number of Transactions / Month: _____	Average Transaction Amount: _____
3. If YES to # 1: Number of Returns / Month: _____	Average Return Amount: _____
4. If NO, what do you expect?: Number of Trans / Month: _____	Average Trans Amount: _____
5. Do you accept credit cards now?: <input type="checkbox"/> YES <input type="checkbox"/> NO	
6. If YES to # 5: Number of Transactions / Month: _____	Average Transaction Amount: _____
7. If NO, what do you expect?: Number of Trans / Month: _____	Average Trans Amount: _____
8. Describe refund policy:	
9. Type of authorization retained: <input type="checkbox"/> Digital (ITI) <input type="checkbox"/> Digital (API) <input type="checkbox"/> Audio (Recording) <input type="checkbox"/> Written	
10. How will transactions be initiated?: <input type="checkbox"/> Internet <input type="checkbox"/> Telephone <input type="checkbox"/> Point-of-Sale <input type="checkbox"/> Subscription <input type="checkbox"/> Written agreement/Mail	
11. Your maximum single transaction amount (i.e. largest single payment size expected): \$ _____	

I authorize ITI Internet Services, Inc. to process electronic debits to the checking account described above in Section 4 for payment of all fees associated with my use of the Services. I authorize ITI Internet Services, Inc. in accordance with the Terms and Conditions, to process ACH credits and debits to the checking account described above in Section 5 for settlement of cleared funds and withdrawals for electronic payment returns occurring after settlement has been made . This bank account authorization is to remain in force until ITI Internet Services, Inc. is notified in writing. I hereby agree to all terms and conditions posted at <http://www.itinternet.net/terms.html> and the Addendum included with this application. I agree to provide new bank account information to ITI Services at least 10 days prior to closing or changing the above account. I understand that a credit report may be used and my identity will be verified in connection with this application. I authorize ITI Services or any credit bureau or any credit reporting agency to investigate the references provided or any other statements or data obtained from the Company or any of the principals for the purpose of this application.

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

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



## Electronic Payment Services Terms and Conditions

Addendum to the Terms and Conditions located at <http://www.itinternet.net/terms.html>

### DEFINITIONS

ITI Services and Client have contracted for ITI Services to provide Electronic Payment Services as a third party processor of electronic transactions. These transactions will be placed through a financial institution ("NETWORK") used by ITI Services. ITI Services will debit funds ("Debit Entry") for the purpose of collecting payments from the accounts of the Client's customers ("Receivers") and/or credit funds ("Credit Entry") for the purpose of paying the Client's accounts receivable in accordance with the terms of this agreement, the Operating Rules ("Rules") of the National Automated Clearing House Association ("NACHA"), applicable Federal regulations ("Regulations") governing ACH transactions. The terms and conditions of this Agreement do not limit Client's obligation to comply with the Rules. "Entry or "Entries" shall mean either a Credit Entry or a Debit Entry.

### CLIENT RESPONSIBILITIES

**AUTHORIZATION.** Client agrees to obtain authorization from Receivers prior to debiting and or crediting Receivers' accounts. Client will maintain copies of all the authorizations to resolve disputes for a period of two years.

**REPRESENTATIONS.** Client represents and warrants with respect to all Entries originated by ITI Services for the Client that (1) each Receiver has authorized the debiting and or crediting of its account, (2) each Entry is for an amount agreed to by the Receiver, and (3) each Entry is in all other respects properly authorized. Client agrees to indemnify ITI Services for any losses, liabilities, costs or expenses suffered or incurred as a result of the breach of these representations and warranties.

**IDENTIFYING NUMBERS.** Client understands that ITI Services may rely solely on identifying numbers provided by the Client to determine the bank and account of a Receiver even if the numbers identify a bank or account holder different from the one identified by the Client by name. Client will indemnify ITI Services for any losses, liabilities, costs or expenses suffered or incurred as a result of an incorrect account of other identification.

**REGULATORY COMPLIANCE.** Client bears the final responsibility to insure that the Client's policies and procedures meet the requirements of the Rules and Regulations. Client is encouraged to consult counsel regarding compliance with authorization and payment procedures whenever there is any doubt about compliance.

**NOTICE OF ERRONEOUS UNAUTHORIZED TRANSFERS.** Client agrees to promptly and regularly review all entries and other communication received from ITI Services and to immediately notify ITI Services if there are any discrepancies between Client's records and those provided by ITI Services, the ODFI or your bank, or with *respect to* any transfer not authorized by Client. If Client fails to notify ITI Services within 7 days of the date ITI Services provides a statement of account or other report of activity to Client, then the Client will be responsible for all losses or other costs associated with any erroneous or unauthorized transfer.

### ITI SERVICES, INC. RESPONSIBILITIES

**ACCEPTING TRANSACTIONS.** ITI Services will only be responsible for processing Entries that have arrived at our premises in proper format and on a timely basis. ITI Services will advise Client of any applicable cut-off time. Client does not have the right to cancel or amend any entry after submission to the NETWORK.

**ORIGINATING TRANSACTIONS.** ITI Services will use the information provided by the Client to originate Entries to the NETWORK. Client acknowledges understanding that ITI Services may reject Entries for any reason permitted or required in the Rules or Regulations. Client also understands that entries or files may be rejected which exceed the threshold parameters identified and set for the Client. Client also understands that an Entry may be rejected if the Entry would cause ITI Services to violate any Federal Reserve or other regulatory risk control program or any other law or regulation. At Client's request ITI Services will make reasonable efforts to reverse, modify, or delete an entry, but will have no responsibility for the failure to comply with that request. All requests must be made in writing and faxed, or delivered to ITI Services.

**RETURNED ENTRIES AND NOCS.** ITI Services will apply returned entries to Client's account when they are received. ITI Services will create and make available to the Client a report containing detailed information about returned Entries. These reports will be provided electronically.

**SETTLEMENTS AND FINALITY.** Client's account will be settled in three (3) to seven (7) business days, following the effective date of Entries originated. If any Entry is returned beyond this settlement timeframe, ITI Services will debit the Client's account for the amount of the returned Entry.

(Initial here: \_\_\_\_\_)



**LIMITS OF LIABILITY.** ITI Services will be responsible for the performance of Electronic Payment Services as a Third Party Processor in accordance with the terms of this Agreement and the Rules and Regulations. ITI Services will not accept responsibility for errors, acts, or failure to act by others, including but not limited to, banks, communication common carriers, or the clearing houses through which Entries may be passed and or originated. ITI Services will not be responsible for any loss, liability or delay caused by fires, earthquakes, war, civil disturbances, power surges or failures, acts of governments, labor disputes, failures in communication networks, legal constraints or other events beyond the control of ITI Services.

**ADDITIONAL TERMS AND CONDITIONS**

**FEES AND PAYMENT.** Client has the right to cancel the agreement in writing at any time. Client also agrees to provide ITI Services the information necessary to debit by ACH Client's account(s) for fees due.

**VOLUME ANALYSIS.** ITI Services will routinely analyze Client origination and return activity. In the event the Client exceeds its established threshold parameters (monthly return rate) or ceases to do business with ITI Services for any reason, ITI Services shall have the right at any time to place the account and any pending originations on hold in Escrow as an offset to any late returns for a period of 90 business days.

**CONFIDENTIALITY.** Each party represents, warrants and mutually agrees that all information concerning the other party which comes into its possession during the term of this Agreement 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 or as required by law.

**GOVERNING LAW.** This Agreement is governed by, and shall be construed under, the laws of the State of Washington without regard for the principals and conflicts of law.

**ARBITRATION.** Any dispute between the parties shall be submitted to binding arbitration, to be conducted pursuant to the rules of the American Arbitration Association. Any award may include an award for attorney fees and costs.

**AGREEMENT MODIFICATIONS AND TERMS.** Notice will be made in writing before this agreement can be modified. Use of services after any such modification will evidence acceptance of the modification(s). Agreements may be terminated at any time with 30 days written notice. Any termination will not affect the rights or obligations of either party arising before termination of this Agreement.

**DAMAGE WAIVER.** ITI Services will not be liable to the Client for any special, consequential, indirect or punitive damages, whether or not ( 1 ) any claim of these damages is based on tort or contract law or, (2) either party knew or should have known the likelihood of these damages in any situation. ITI Services makes no representation or warranties other than those expressly made in this Agreement.

**RESERVE BALANCE.** For Clients where Reserve Escrow Accounts are required, Client acknowledges that an amount will be held in escrow by ITI Services. This amount will be calculated on a regular basis using risk factors associated with Client's business and VOLUME ANALYSIS. This amount will remain in escrow for a period of 90 business days following the last debit transaction initiated by Client. Client acknowledges that this escrow account will be used to fund any and all returned items or fees due to ITI Services. Client acknowledges that no amount of this escrow account can or will be refunded until such time that this agreement is terminated. For purposes of funding the escrow account, ITI Services will calculate reserves based on 10 percent of total transaction dollar amount per month. This RESERVE BALANCE amount may be changed at any time by ITI Services based on the accounts VOLUME ANALYSIS.

**ENTIRE AGREEMENT.** This Agreement makes up the entire Agreement between the parties concerning Electronic Payment Services. HOWEVER, any Agreement for ITI Services not related to Electronic Payment Services is incorporated into and made a part of this agreement. If any provision of this Agreement is deemed unenforceable, the remaining provisions shall still be enforceable. If any provisions in this Agreement are found to conflict with any provision of the regular ITI Services Agreement, the provision of the Electronic Payment Services Agreement shall prevail. There are no third party beneficiaries of this Agreement.

**ITI SERVICES AND PAYBYCHECK.** I also agree to the terms and conditions of ITI Services and PayByCheck accounts, listed freely available online.

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

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



## AutoPay Authorization

A voided check with the account holder's name pre-printed must be attached. If a pre-printed check is not available, please have your bank fax a letter on bank letterhead verifying the ABA routing number, account number, the account holder's name, and that the account is active.

**Please indicate if this is**

A New Account \_\_\_\_

An Existing Account \_\_\_\_

\_\_\_\_\_  
ITI Account ID

\_\_\_\_\_  
Contact Name on ITI Account

I, \_\_\_\_\_, authorize ITI Internet Services, Inc. to process ACH debits to the checking account described below for payment of all fees associated with the ITI Internet Account ID listed above. I understand that there will be a \$25 fee for any returned payment. This authorization is to remain in force until ITI Internet Services, Inc. is notified in writing.

Authorized Signature\_\_\_\_\_

Date\_\_\_\_\_

\_\_\_\_\_  
Bank Name

\_\_\_\_\_  
Name on Checking Account

\_\_\_\_\_  
ABA Bank Routing Number

\_\_\_\_\_  
Account Number

**Please Attach Pre-Printed Check Here**



# Electronic Payments Settlement Authorization

(USE FOR PAYBYCHECK ACH)

A voided check with the account holder's name pre-printed must be attached. If a pre-printed check is not available, please have your bank fax a letter on bank letterhead verifying the ABA routing number, account number, the account holder's name, and that the account is active.

**Please indicate if this is**

A New Account \_\_\_\_

An Existing Account \_\_\_\_

\_\_\_\_\_  
ITI Account ID

\_\_\_\_\_  
Contact Name on ITI Account

I, \_\_\_\_\_, authorize ITI Internet Services, Inc. in accordance with the Terms and Conditions, to process ACH credits and debits to the checking account described below for settlement of cleared funds and withdrawals for ACH returns occurring after settlement has been made for the ITI Internet Account ID listed above. If the attempt to withdraw an ACH return occurring after settlement is unsuccessful, I understand that there will be a \$25 fee. This authorization is to remain in force until ITI Internet Services, Inc. is notified in writing.

Authorized Signature \_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_  
Bank Name

\_\_\_\_\_  
Name on Checking Account

\_\_\_\_\_  
ABA Bank Routing Number

\_\_\_\_\_  
Account Number

**Please Attach Pre-Printed Check Here**