



Sales Code 4147
Start Date _____

Per requirements of the FDIC and the U.S. Treasury Office of Foreign Asset Control.

All items are needed

Driver License
or
State Issued ID

AS APPLICABLE:
Customer purchase agreement
Customer Estimate form.
Customer Service Agreement.

Business License
Photos of exterior
Photos of interior

Professional license
if applicable.

Description of products/services sold for ARC90: _____

Owner Home Address _____

Owner Cell/Home phone () _____ () _____

Training Contact person/phone _____

Remote E-sign _____ Store's credit and bank balances must be of above average standard. Failure by store to provide proof of delivery when requested voids guarantee by GCS and will result in a funding charge back. Funding occurs after GCS confirms delivery with customer.

Age of Business. _____ Bank Account age _____
Merchant Location: Retail Store Front ___ Office Building ___ Residence ___ Other _____
Sales Method Face to Face ___ Other _____

Web Site: www. _____

GCS Collecting APP Fee YES _____

If sales office collects APP fee it will be refunded by sales office if GCS declines this application. GCS accepts no responsibility for fees collected by any sales office or their representatives.

***** PROVIDE A COPY OF A BUSINESS CHECK FROM PRIMARY ACCOUNT ***
DO NOT SEND BUSINESS BANK STATEMENT UNLESS WE REQUEST IT.**

I Will Walker _____ certify that I have personally witnessed the merchant filling in the merchant
(Sales Person Printed Name) application and have visually inspected the business premises and the foregoing
is true and correct.

(sales person signature)

(Date)

Merchant Initial

We may ask for additional information. Check your ISO commission section on your account page for status.

Global Check Inc 1524 Graves Ave. C/D El Cajon, CA 92021,800-988-6221 (GCS) and the undersigned merchant agree as follows:

1. TERM: The term of this contract shall be month to month beginning on the date GCS accepts this application and issues the merchant's ID number with final fee schedule. This contract renews at the end of each month unless GCS receives a signed written cancellation notice from the merchant before the end of the month. Terminating the agreement does not waive future obligations for transactions in process. Notices shall not be delivered to the selling agent or their company. The merchant shall receive approved fee schedule and operating instructions prior to contract inception from GCS via e-mail. If the fee schedule received from GCS differs from section 4, subsequent use of service or silence on the matter constitutes acceptance of fee schedule by merchant.

2. ARC90: Is an alternative to traditional credit bureau based lending.

- 2.1 ARC90 is similar to layaway except customers receive the product or service up front. Similar to financing the store also receives payment. GCS does not charge interest to consumers.
- 2.2 An ARC90 sale is comprised of a series of payments by the customer guaranteed by GCS. GCS credits the store up to an amount equal to the cash price of the customer's purchase. Merchant understands GCS does not use traditional credit reporting agencies to grade their customers. GCS uses a proprietary credit system (ARC90) based on income, spending habits, saving propensity, and geographical location among others to arrive at an amount the consumer can afford. GCS **does** report ARC90 defaults to the other three major credit agencies. GCS can not guarantee a specific customer approval level due to volatile customer traffic, economic conditions, products and services the merchant sells, and store location.
- 2.3 GCS charges a % per item to the store which represents a guarantee fee (plan fee) on each payment the customer makes. There is also a single ARC90 fee of \$35.00 charged to the customer. The plan fee can be added to the sale amount if permissible. The aggregate amount is then represented as the individual payments the customer makes which is the sale amount plus guarantee fee. The entire plan fee is waived if the customer pays their balance within 90 days. After 90 days future plan fee amounts are waived if paid off prior to those dates. The merchant is immediately responsible for the guarantee fee to GCS if it was added in to the sale as a plan fee and their customer defaults on the payment plan.
- 2.4 Unless otherwise noted, credits to the merchant or portions thereof occur 0 to 5 banking days (excludes weekends & holidays) following the date of sale confirmation with customer.
- 2.5 Credits made by GCS to the merchant will be for the ARC90 sale minus fees due for service and reversals if any. This amount will be listed in the final approval e-mailed to the store.
- 2.6 If a customer's ARC90 payment is returned for any reason the merchant will respond and fully comply with GCS requests for assistance in recovery efforts. Monetary credits to merchant by GCS may be delayed or reversed if there is any evidence of fraud or until GCS determines guarantee status. The merchant unconditionally guarantees the availability of funds to cover those returns and reversals. If an item is guaranteed, payment is subject to section 3.9. If a consumer defaults the merchant is minimally responsible to pay the % per item for guarantee.
- 2.7 The ARC90 process shall be done with the customer who is the account holder physically present and include their original signature witnessed by merchant unless permitted otherwise.
- 2.8 If accepted for remote e-sign the merchant will require an actual customer signature upon delivery of the item sold and transmit a copy of it to GCS when requested.. The final delivery address must match the customer's address given to GCS for the application with a copy of the tracking number for the item delivered given to GCS when requested. GCS will record the confirmation of purchase call with the customer and use a third party address verification. If either produces an error or is refused the sale will not be processed.
- 2.9 Monetary limits due to risk may be set for individual sale or credit amounts and may include additional time for deposit beyond 5 days.
- 2.10 Failure to follow GCS instructions or failure to pay any fee due GCS may revoke any approval, credit, or payment to store in whole or part regardless when given at the discretion of GCS.
- 2.11 In the event of agreement termination by either party credits to the merchant may be reversed or withheld by GCS to cover returns or potential returns if any.
- 2.12 The sale presented GCS by the customer and merchant is for the full purchase price of all goods or services the merchant sells to the same customer for that customer's own personal use. The merchant shall use the same risk due diligence to minimize losses as they would without the use of ARC90. The merchant shall not process ARC90 sales which give any suspicion or inference of customer's inability to make the payments for the term given, that the customer is not the account holder, knowledge of possible bankruptcy filing, or any other circumstance that may result in a customer's default of an ARC90 sale. Merchant shall not interfere in any way with the collection of payments from customers except as directed by GCS.
- 2.13 The price charged a consumer for any sale will be no more than the for cash price inclusive of sales tax, delivery , GCS arc fee, e-sign fee and plan fee if permissible by law.
- 2.14 The merchant agrees to abide by and be bound to the rules and regulations of NACHA or any entity who has regulatory authority as it relates to this service.

3. There is no recourse to the store provided the following and all of section 2 is adhered to.

- 3.1 The final approval given to the merchant by GCS indicates the ARC 90 sale is guaranteed and there are no other payment options used along with ARC90 in whole or part for the purchase.
- 3.2 The merchant processed the ARC 90 sale to settle on the dates and for the amounts set by GCS with no promises or suggestions of future adjustments or changes.
- 3.3 The business's products or services are delivered to the customer to the customer's satisfaction with the given ARC90 price representing the full purchase price of all items purchased.
- 3.4 The customer ARC agreement must have the merchant's customer name (a person), physical address, phone, e-mail, employer name, employer contact, employer phone, be unaltered, contain valid signatures, have bilaterally agreed to debit dates and amounts, and be legible and accurate when delivered to GCS with no knowledge of potential future changes.
- 3.5 A copy of the account holder's valid state issued ID or Driver license, pay stub, bank statement, check copy, invoice, and ARC agreement must be supplied to GCS when requested.
- 3.6 If the merchant accepts payment in any form for a return or exchange at any time in full or part including but not limited to cash, check, service performed, or return of purchased item, the merchant will immediately notify GCS of received payment and ensure GCS is reimbursed for the funds given to the store by GCS. If a sale is unwound and funds are owed to the customer the merchant will immediately pay the customer from the funds paid the merchant by GCS. GCS will not be responsible for reversing funds to consumers.
- 3.7 For products or services sold they must be warranted for a minimum time period no less than the term of the ARC 90 payment plan.
- 3.8 Any or all credits may be reversed if it is discovered the merchant committed any dishonest acts directed to GCS or the store's customers in the use of this service.
- 3.9 The payment of a return will occur in one of the following methods dependent on merchant's compliance with instructions. The item may not be reversed. The item may be paid on or about the 10th or 25th of the month the return was received in, or when received.

4. FEE SCHEDULE: All GCS/ARC90 fees are contained herein. No other fees are due at any time from merchant.

Application fee \$ 499.00 The application fee collected by GCS will be refunded if contract declined within 10 days of clearing. Only GCS is authorized to collect this fee.
 % per item 9 for 3 & 6 month sales, 12 for 9 month sales, and 15 for annual. **Inquiry** \$.50 **Monthly fee** \$ 25.00

5. ARC90 shall mean the payment process as described on www.globalcheck.com. An ARC90 sale shall mean a single retail sale from the merchant to a customer represented by the total of the payments listed on the customer ARC agreement. A customer ARC agreement shall mean the purchase plan contract provided by GCS at the time of the ARC90 sale. The monthly fee is due at the end of each month for that month or portion thereof. A percent per payment and per payment inquiry may be charged on each ARC90 attempt. Percent per payment is the face value of the payment times '% PER ITEM' above. The monthly fee will be debited on or about the first of each month for the prior month's activity. An actual customer signature shall be the act of physical pen to paper signing. An original signature can be an e-sign. Merchant shall mean the business and owner listed below on this contract. A reversal shall mean the reversing or withholding of a credit to the merchant by GCS in whole or part unwinding a prior credit for an ARC sale which subsequently returned. A credit shall mean a monetary amount electronically transmitted to a bank account on the date listed in the GCS statement. A return shall mean a debit performed by GCS on a customer or merchant bank account that was dishonored. A \$35.00 Customer ARC fee is charged to merchant's customer on each individual ARC sale. Merchant grants GCS irrevocable authority to debit fees due from the merchant's bank account(s) as is necessary to perform this agreement from the date signed to a date that is either ninety days after the last transaction or end of term, which ever is greater. A twenty dollar fee will apply to each debit rejected by the merchant's bank. Other fees if any will be preceded with a minimum 10 day advance written notice. The undersigned authorizes GCS or it's assigns to obtain consumer credit reports and or other investigative reports on each signer and that of the business for this application as appropriate. This contract is not transferable by the merchant. **This one page contract and GCS provided ARC agreements are the only agreements between the parties and no other agreement or addendum exist whether written, oral, or implied. The parties are GCS and the undersigned business only. The salesperson and any other company they represent are not officers or employees of GCS nor do they have authority over GCS or the right to collect fees beyond the app fee subject to the refund stipulation above, promise, modify, add to, or subtract from any terms of this contract nor require any other contract or fees for GCS service.** If any part of this agreement is found invalid or unenforceable by a court of competent jurisdiction, the remainder of this agreement shall be interpreted so as to reasonably affect the intention of the parties. Merchant acknowledges that the origination of ACH transactions to their account must comply with provisions of U.S. law. This authorization is to remain in full force and effect until all obligations are complete or GCS has received written notification from merchant of its termination in such time and in such manner as to afford GCS's depository a reasonable opportunity to act on it. To revoke the authorization the merchant must notify GCS by delivering a signed written notice at least three (3) days prior to the proposed effective date of authorization termination. Revocation of authorization does not waive present or future merchant obligations to GCS. A termination of service received from business shall immediately stop GCS from presenting further debits against customer's of business except those that reimburse GCS for funds paid business in advance for debits yet to be run. This agreement, if accepted by GCS and the activities contained herein shall be deemed to have been made and carried out in California and governed by the laws of the state of California by all parties for all matters concerning this agreement.

OWNER NAME: _____ BUSINESS NAME: _____
 (Printed. If additional owners list separately)

SIGNATURE/DATE: _____ / _____ LOCATION ADDRESS: _____
 OWNER/PERSONAL GUARANTOR (Do not E-sign)

SSN/EIN: _____ / _____ CITY / STATE / ZIP: _____

Average sale amount _____ PHONE / FAX (____) (____)

Product or service sold _____ E-mail Address _____

DO NOT SIGN UNLESS ALL BLANKS ARE FILLED IN.