

ACH Merchant Account Application

New Applicant ☐ New Location ☐ MID (internal only) _____

Merchant Information	Legal Company Name:		Tax ID:	
	Doing Business As:			
	Business Address:		City:	State: Zip:
	C.S. Phone:	Cell Phone:	Customer Service Email:	Contact Email:
	Contact Person:	Title:	Entity Type: C-Corp <input type="radio"/> S-Corp <input type="radio"/> LLC <input type="radio"/> Close Corp <input type="radio"/> Sole Prop <input type="radio"/> Partnership <input type="radio"/> Non-Profit <input type="radio"/> Other <input type="radio"/>	
	Type of Goods or Services Provided:			
Yrs in Business:		Time in Business at This Location:	Website: <i>Is it 128bit min. secured?</i>	

Principle	Full Name:		Date of Birth: MM / DD / YYYY		SSN: - -	
	% Ownership:	Office Phone:	Cell Phone:	Email:		
	Home Address:		City:	State:	Zip Code:	

Principle 2	Full Name:		Date of Birth: MM / DD / YYYY		SSN: - -	
	% Ownership:	Office Phone:	Cell Phone:	Email:		
	Home Address:		City:	State:	Zip Code:	

Principle 3	Full Name:		Date of Birth: MM / DD / YYYY		SSN: - -	
	% Ownership:	Office Phone:	Cell Phone:	Email:		
	Home Address:		City:	State:	Zip Code:	

Processing Info.	How Many Checks (Debits) Will You Process Per Month?		What is the Average Dollar Amount Per Check ? \$		Est Monthly Volume: \$	
	What is the Highest Dollar Amount You Receive on Any Single Check ? \$			Do You Have Recurring Checks ?		If Yes, What % are Recurring?
	How Many CREDITS Will You Process Per Month?		What is the Average Dollar Amount Per CREDIT ? \$		Est Monthly CREDIT Volume: \$	
	What is the Highest Dollar Amount You Send on Any Single CREDIT ? \$			Do You Have Recurring CREDITS ?		If Yes, What % are Recurring?
	How Do You Authorize Payments? Paper Check <input type="radio"/> Signed Authorization <input type="radio"/> Internet Entry <input type="radio"/> Voice Recording <input type="radio"/> Other (describe):					

Your Policies	<u>Describe how you market your goods or services (you may attach a separate sheet or examples if needed)</u>					
	<u>What is your Refund Policy? (attach policy on separate sheet if necessary)</u>					
	<u>Please explain in as much detail as possible the nature of your business and the reason you require ACH check processing.</u>					

Required Documents

- ☐ Articles of Incorporation or Origination or Appropriate Business Documents
- ☐ SS-4 Showing Your Tax ID or most recent Signed Completed Tax Return
- ☐ Principle's Driver's License in **COLOR** (not expired)
- ☐ List of All Principles with at least 25% company shares
- ☐ 2-months of COMPLETE company Bank Statements and 1-month Bank Statement from Principle
- ☐ Most Recent Profit and Loss Statement
- ☐ Company Voided Check
- ☐ 2-Previous ACH Statements (if applicable)
- ☐ Complete Experian Credit Report for any principle with 25% or more ownership, which can be obtained for free online

By using **Green By Phone, Inc.** to process electronic credits and debits, you agree to be bound to our terms of service (located online at www.Green.Money/terms-and-conditions, as well as all applicable laws and regulations, including OFAC and NACHA rules. All current NACHA rules can be found at www.nacha.org/rules. With your signature you state that you have located, fully reviewed and agree to all of our terms and conditions of service.

(If you are unable to locate or cannot agree to our terms and conditions, DO NOT sign this form and contact your representative or sales associate for further assistance.)

Signature of Principle _____ Full Name _____ Today's Date _____

ACH AGREEMENT FOR CORPORATE PAYMENTS

This Automated Clearing House Agreement (the "Agreement") for Corporate Trade Payments, effective _____ (the "Effective Date"), by and between Green By Phone, Inc, a Georgia Corporation, with its principal place of business at 6090 Southard Trace, Cumming, GA 30040 (hereinafter referred to as "Originator"), and _____, with its principal place of business at _____ (hereinafter referred to as "Receiver"). (Originator and Receiver are sometimes individually referred to herein as a "Party" or collectively referred to herein as the "Parties".)

RECITALS

Whereas, Receiver wishes to have Originator initiate **Credit and Debit** Entries to its financial institution account specified below (the "Receiver Account") by means of the Automated Clearing House (ACH) Network pursuant to the terms of this Agreement and the Rules of the National Automated Clearing House Association (NACHA) relating to **Corporate Trade Payment ("CTX") and Corporate Credit or Debit ("CCD")** Entries (the "Rules"), and Originator is willing to initiate such Entries on the terms set forth below.

Whereas, unless otherwise defined herein, capitalized terms shall have the meanings provided in the Rules. The term "Entries" shall have the meaning provided in the Rules and shall also mean the data sent by the Originator to the Originator Depository Financial Institution ("ODFI") from which the ODFI processes the Entries.

AGREEMENT

Now, therefore, in consideration of the premises and mutual agreements herein contained, and other valuable consideration, the receipt and adequacy of which is hereby acknowledged, Originator and Receiver, intending to be legally bound, agree as follows:

- 1. Rules of Construction and Definitions.** Unless the context otherwise requires, the capitalized terms used herein shall have the respective meanings set forth the Rules or in this Section 1.2 for all purposes hereof. In the event of conflicting definitions, the definition in the Rules shall prevail.

1.1. Rules of Construction. The following rules of construction apply to this Agreement:

- a.** The singular includes the plural and the plural includes the singular;
- b.** "include" and "including" are not limiting;
- c.** "hereby", "herein", "hereof", "hereunder", "the Agreement", "this Agreement" or any like words refer to this Agreement;
- d.** A reference to a law or NACHA Rule includes any amendment or modification to such law and any rules or regulations issued thereunder or any law enacted in substitution or replacement therefore;
- e.** A reference herein to a Section, Exhibit, Attachment, Appendix or Schedule without further reference is a reference to the relevant Section, Exhibit, Attachment, Appendix or Schedule of this Agreement;
- f.** The headings of the Sections and portions thereof are for convenience only and shall not affect the meaning of this Agreement; and
- g.** Any reference to days shall mean business days as defined by the ODFI unless specifically noted otherwise.

1.2. Definitions.

- a.** "Authorization" shall have the meaning set forth in Section 2 hereof.
- b.** "Defaulting Party" shall have the meaning set forth in Section 0 hereof.
- c.** "Entry" means an order or request complying with the requirements specified in the Rules.
- d.** "Event of Default" shall have the meaning set forth in Section 0 hereof.
- e.** "Indemnified Parties" shall have the meaning set forth in Section 0 hereof.
- f.** "Non-Defaulting Party" shall have the meaning set forth in Section 0 hereof.
- g.** "Receiver" shall mean the business entity and its agents, affiliates, associates or employees.

- 2. Authorization.** Subject to the terms set forth below, Receiver authorizes Originator to initiate **Credit and Debit** Entries to the Receiver Account in accordance with the Rules for obligations owing from time to time by **Receiver to Originator or Originator to Receiver** resulting from **specific type(s) of services of obligations for which Entries may be initiated**.

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any such information or instructions have been known or accessed by unauthorized persons, Originator agrees to notify Receiver immediately followed by written confirmation. The occurrence of unauthorized access will not affect any transfers made in good faith by Originator prior to the discovery of such unauthorized access and within a reasonable time period to prevent unauthorized transfers.

- 10. Compliance with Laws and Rules.** It shall be the responsibility of the Originator that the origination of ACH transactions complies with U.S. law. This includes, but is not limited to the sanctions enforced by the Office of Foreign Assets Control (OFAC). Receiver shall comply with and be bound by the Rules as in effect from time to time.
- 11. Errors, Disputes, and Questions.** It is acknowledged that both parties shall use best efforts to resolve any and all errors and work expeditiously to return improperly transmitted funds to the rightful financial account of the Originator or Receiver as applicable. The Originator shall notify the Receiver of any reversing Entry initiated to the Receiver Account to correct an Entry it has initiated in error. The notification to the Receiver must include the reason for the reversing Entry and must be made no later than Settlement Date of the reversing Entry. If Originator disputes any invoice rendered or amount paid, Originator will so notify Receiver, and the Parties will use all reasonable efforts to resolve such dispute expeditiously. If Originator so notifies Receiver of a disputed amount, the time for paying the disputed portion of the invoice shall be extended by a period of time equal to the time between Receiver's receipt of such notice from Originator and the resolution of such dispute.
- 12. Default; Remedies.**
 - 12.1. Events of Default.** Each of the situations set forth below shall constitute an event of default (an "Event of Default") hereunder. The term "Defaulting Party" shall be defined as the Party responsible for the Event of Default and the term "Non-Defaulting Party" shall be defined as the Party not responsible for the Event of Default:
 - a.** Either Party shall default in the performance of any other material covenant contained herein and such default shall continue uncured for a period of thirty (30) days after receipt of written notice thereof;
 - b.** Any representation or warranty made by either Party herein shall prove to have been false or misleading in any material respect when made and has materially harmed the Non-Defaulting Party; and
 - c.** In the event that either of the Parties become insolvent or bankrupt or make an assignment for the benefit of creditors, if an order of sequestration or liquidation is made against the Parties or if the Parties try to take advantage of a statute relating to insolvency, bankruptcy or arrangements with creditors.
 - 12.2. Remedies.** If an Event of Default occurs under this Agreement, the Non-Defaulting Party may proceed by appropriate court action to recover reasonable damages for the breach against the Defaulting Party.
- 13. Liabilities of Parties.** Neither Originator nor Receiver shall be liable for the act or omission of any Automated Clearing House, financial institution, or other third party.
 - 13.1. Indemnification.** Receiver shall defend, indemnify and hold harmless Originator together with its directors, officers, employees, assignees, agents and shareholders (hereinafter collectively called the "Indemnified Parties"), from and against all claims, demands, suits, obligations, liabilities, damages, losses and judgments, including costs and expenses related thereto (including, but not limited to, reasonable attorney's fees and expenses and all fees and expenses incurred by the Indemnified Parties in establishing the right to indemnification hereunder), which may be asserted against, suffered by, charged to or recoverable from the Indemnified Parties by reason of Receiver's performance of this Agreement.
 - 13.2. Damages.** In no event will either Party be liable to the other for any incidental, indirect, special, or consequential damages, including, but not limited to, loss of use, revenues, profits or savings, even if such Party knew or should have known of the possibility of such damages.
- 14. Expenses.** Except as otherwise provided herein, each Party agrees to bear its own costs and expenses in connection with preparation, execution and delivery of this Agreement and all documents and instruments executed pursuant hereto, including, but not limited to, legal and accounting fees and expenses.
- 15. Term.** This Agreement will commence upon the Effective Date will continue until terminated by either Party in accordance with Section 16.
- 16. Termination.** The Receiver can only revoke Authorization by terminating this Agreement and Termination of this Agreement shall result in revocation of Authorization for all Entries initiated by the ODFI after the effective date of Termination.
 - 16.1.** This Agreement may be terminated by Originator at any time for any reason, or by Receiver at any time by giving Ninety (90) day's prior written notice to the other party. Either Party may immediately terminate this Agreement for cause immediately upon written notice to the other Party upon the occurrence of an Event of Default by such other Party. Notwithstanding such termination, this Agreement shall remain in force and effect as to all transactions that have occurred prior to the date of the termination.

- 16.2.** Exercise by either Party of its right to terminate this Agreement under this Section 16 or under any other provision of this Agreement will not affect or impair such Party's right to enforce its other rights or remedies under this Agreement. All obligations of each Party that have accrued before termination or that are of a continuing nature will survive termination.
- 17. Representations.**
- 17.1. Representations of Receiver.** Receiver hereby represents and warrants to Originator as follows:
- a.** Receiver has full power and authority to enter into this Agreement and to perform its obligations contained herein;
 - b.** The execution, delivery and performance of this Agreement are within Receiver's corporate powers, have been duly authorized by all necessary corporate action, do not and will not violate any law, rule, regulation, order, writ, judgment, injunction, decree, award or contractual restriction binding on or affecting Receiver or its agents, affiliates, associates or employees.
- 17.2. Representations of Originator.** Originator hereby represents and warrants to Receiver as follows:
- a.** Originator has full power and authority to enter into this Agreement and to perform its obligations contained herein; and
 - b.** The execution, delivery and performance of this Agreement are within Originator's powers, have been duly authorized by all necessary action, do not and will not violate any law, rule, regulation, order, writ, judgment, injunction, decree, award or contractual restriction binding on or affecting Originator.
- 18. Time of the Essence.** Both the Originator and the Receiver acknowledge that time is of the essence in performance of their obligations under the terms of this Agreement.
- 19. Force Majeure.** Neither the Originator or the Receiver will be responsible for delays in or suspension of performance caused by acts of God or governmental authority, strikes or labor disputes of such Party, fires or other loss of production facilities, breach by suppliers of supply agreements, or other causes beyond the reasonable control, and not the result of the fault or neglect, of that Party.
- 20. Governing Law.** The provisions of this Agreement will be construed, interpreted and enforced in accordance with, and any dispute arising out of or in connection with this Agreement, including any action in tort, will be governed by, the laws of the State of Georgia, except its laws relating to conflicts of laws. Each of the Parties hereby irrevocably consents to the jurisdiction of the United States District Court for the District of Georgia and the courts of the State of Georgia located in Forsyth County in any suit, action, or proceeding brought against such Party by the other Party and related to or in connection with this Agreement or any transaction contemplated hereby, and each Party agrees that either of the aforesaid courts shall be the exclusive original forum for such action.
- 21. Non-Waiver.** Failure of either the Originator or the Receiver to insist upon strict performance of any of the terms and conditions herein shall not be deemed a waiver of any rights or remedies that such Party shall have and shall not be deemed a waiver of any subsequent default of the terms and conditions hereof.
- 22. Third Party Rights.** Nothing contained in this Agreement will or is intended to create or will be construed to create any right in or any duty or obligation by either Party to any third party. There are no third party beneficiaries of this Agreement.
- 23. Amendments.** This Agreement may be changed, modified or amended from time to time only by express written agreement of both the Originator and Receiver executed by their authorized representatives.
- 24. Notices.** Notices under the terms of this Agreement shall be validly given if in writing and sent by prepaid certified mail, return receipt requested, by facsimile transmission, or by prepaid courier to the addresses set forth below or such other addresses as specifically required by this Agreement:

If to Originator, addressed to:

Green By Phone, Inc.
4250 Keith Bridge Rd, Ste 160
Cumming, GA 30040
Support@Green.Money

If to Receiver, addressed to:

Notices will be effective on the first business day following receipt thereof. Notices sent by certified mail or courier will be deemed received on the date of delivery as indicated on the return receipt or delivery notice; notices sent by facsimile will be deemed received on the date transmitted. Notices sent by email must be sent securely and will be deemed received on the date sent.

25. **Assignment.** Neither Originator or Receiver may assign any rights, or delegate any duties, under this Agreement without first obtaining: (i) written acknowledgment from the prospective assigns or successors that the obligations under this Agreement will be assumed and that any permitted assignment will be binding and (ii) written consent from the other Party, which shall not be unreasonably withheld; provided that consent is hereby given to an assignment to any corporation with which either Party may merge or consolidate or which may succeed to its business.
26. **Severability.** If any provision of this Agreement shall be declared illegal, void, or otherwise unenforceable to any extent, the remaining provisions of this Agreement shall remain in full force and effect. The Parties also agree to promptly replace the illegal, void or otherwise unenforceable provision with a substitute provision that will satisfy the intent of the Parties. This Agreement shall not be construed against the Party preparing it, but shall be construed as if both Parties jointly prepared it and any uncertainty or ambiguity shall not be interpreted against either Party.
27. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which, when so executed, shall be deemed to be an original copy hereof, and all such counterparts together shall constitute but one single agreement.
28. **Binding Agreement; Benefit.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective legal representatives, successors and assigns. This Agreement is not for the benefit of any person, and no other person shall have any right against Originator or Receiver hereunder.
29. **Survival.** All agreements, obligations, covenants, terms, conditions, representations and warranties made in this Agreement will survive the execution and delivery of this Agreement until all obligations of the Parties are fully performed.
30. **Complete Agreement.** The terms, conditions and provisions of this Agreement, together with the descriptions, specifications, exhibits, and Attachments annexed hereto and by this reference made a part of this Agreement, constitute the entire agreement between the Parties and shall supersede all previous communications, representations, or agreements, either oral or written, between the Parties with respect to the subject matter of this Agreement. Any additional or different terms exchanged in invoices, letters, forms or other documents are hereby deemed to be material alterations and notice of objection to them and rejection of them is hereby given.
31. **General Contact Information.** The following points of contact can be used for general notices, updates, questions and instructions.

If to Originator:

Customer Support
404-891-1450
Support@Green.Money

If to Receiver:

IN WITNESS WHEREOF, the Parties by their authorized representatives have executed this Agreement as of the date first above written.

ORIGINATOR:

Green By Phone, Inc.
Support@Green.Money

RECEIVER:

Lon Passoff, President

Date:

Date:

Checking Account Authorization Form

Name on the Bank Account _____

Your Address Associated with This Bank Account _____

City _____ State _____ Zip Code _____

Routing Number _____ Account Number _____
(NOT the ACH number. The actual Routing Number on your checks)

What Name Do You Want to Appear? _____

****This is very important.** If your customers know you as "ABC Company" but your bank account has you listed as "XYZ, Inc." then you will need this line to be "ABC Company". You do not want your customers to charge back the payment because they don't recognize your name. If you are unsure, please contact us first before completing this form. We want to make sure your customers know who they are paying so you do not get charge backs.

*****You will need to provide a bank letter or some support showing that your DBA is known to the bank, or owned by the Parent Company.*****

Enter the following information so we can verify the account. If you don't know it please contact your Financial Institution for assistance.

Name of Your Bank _____

Address _____
(Physical Address of the Branch where you opened the Account)

City _____ State _____ Zip Code _____

By signing below you agree to allow **Green** By Phone, Inc. to debit fees from and make deposits to your bank account listed on this form. You agree to the Terms and Conditions of Service, located online at www.green.money/terms-and-conditions.

Authorized Signor's Printed Name _____
(Must be the name of an actual signor on the account. May not be a representative for the signor or employee.)

Authorized Signor's Signature _____ Today's Date ____/____/____
DAY MONTH YEAR

Voided Check Image Goes Here

*****If you do not know how to copy and paste your Voided Check Image we will do it for you.*****

If you do not have a physical check please initial here _____

Corporate Compliance Statement

Federal and State agencies are now requiring that you have knowledge of, and follow, certain compliance requirements. As part of new KYC (Know Your Client) laws recently passed by several Federal agencies we are requesting the information below. Please check one of the following and sign and date the bottom of the form.

- ☐ We currently have an in-house compliance program that we use to comply with all Local, State, and Federal Laws and Regulations.

Compliance Officer's Name _____

Compliance Officer's Phone Number _____

- ☐ We currently DO NOT have a compliance program, but follow all Local, State, and Federal Laws and Regulations related to our industry.

- ☐ We are located outside of the United States and DO NOT have to implement a compliance program.

Company Name _____

Print Your Name _____

Your Signature Here _____

Today's Date ____/____/____

Refund, Deposit, & Returns Policy

Green By Phone, Inc. is in the business of check verification, check image processing, and other check related services. Due to the nature of the business We have a STRICT 100% NO REFUND POLICY. This means that under no circumstance will We issue a refund for any services We have performed. By signing below You understand that once a charge has been made to Your credit or debit card, or a debit made to Your checking account, there will be NO REFUND AVAILABLE TO YOU for any reason.

On most merchant accounts, We require a Refundable Deposit. If You open a merchant account with Us, then cancel service within the first 180-days, Your Refundable Deposit will be considered forfeit. It will NOT be returned to You.

If Your account is set to Prepaid, and You have sent in prepaid funds via ACH, Wire Transfer, Western Union, Cryptocurrency, or any other method, there will be NO REFUND AVAILABLE TO YOU. This means that any unused portion of Your prepaid funds will be considered forfeit should You decide to cancel service or close your account. This also includes transfers to other merchant accounts. We will NOT transfer prepaid funds to another merchant account. The prepaid funds received must be used on the merchant account for which You sent the deposit. If You are setup on our RMP (Risk Management Pool) this is part of our fee structure. The RMP will be held for up to 180-days. This amount will be returned to Your merchant account as a Credit Only, which can be used towards all future fees. It is Not a Reserve. It will not be refunded back to Your bank account.

While We take as many precautions as possible to make sure the checks entered by You or Your customers are valid, Our verification services are Not Guaranteed. This is because we cannot "freeze" or "hold" funds at financial institutions. We can only verify information with banks that allow verification, and we may not always be able to verify everything on an account. As the merchant, You are responsible for everything entered by You or Your customer. In the event of a Returned Check to Your bank account, You may report that returned check to Us online for a possible fee credit. If approved, the fee we charged You will be returned to Your merchant account as a Credit Only, which can be used towards future fees. It will not be refunded to Your bank account or payment method used. There are specific rules regarding reporting a Returned Check. In order to receive a fee credit, You must follow those rules. We will not issue a fee credit if Your submission breaks any of the rules listed on Our website or in Our Terms and Conditions. We do not accept submissions via email or mail. We will Not issue a credit or pay for any fee that Your financial institution charges You for a Returned Check. You are solely responsible for any fees Your bank charges You. Also, You are solely responsible for collecting any amount due to You by Your customer in relation to any Returned Check, to include collection costs, bank, or any other related fees. You hereby agree to waive all claims against Us in regards to any Returned Check.

Company Name _____

Print Your Name _____

Your Signature Here _____

Today's Date ____ / ____ / ____

Arbitration Agreement

In the event of a dispute regarding our Services, you and Green By Phone, Inc. agree to resolve the dispute by looking to this Arbitration Agreement and our Terms of Service. All disputes, to the maximum extent permitted by applicable law, any controversy or claim between you and us or our subsidiaries and affiliates, and our and their respective officers, directors and employees, arising out of or relating to the Terms of Service, or your use of the Website, shall be settled by binding arbitration, before a single arbitrator, in accordance with the commercial arbitration rules of JAMS which shall administer the arbitration. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party, nor shall arbitration on a class action basis be permitted. The arbitration award shall be in writing and shall include findings of fact and conclusions of law. Judgment on the arbitration award may be entered into any court having jurisdiction thereof. Either party may seek any interim or preliminary relief from a court of competent jurisdiction necessary to protect the rights or property of either party pending the completion of arbitration. You agree that the arbitration shall take place in the United States of America, State of Georgia, Forsyth County.

Company Name _____

Print Your Name _____

Your Signature Here _____

Today's Date ____/____/____

Signature Card

Please sign below in the box. If you utilize outbound Billpay checks, this is the signature that will appear. It should be the same signature that is on file with your financial institution. If it is different, your bank may reject these items when presented for payment.

