

# Bank Release Authorization

Forward to Commercial Accounts Representative



Please complete the Organizational and Bank Information sections below and sign and date in the organization signature box. Under 'Bank Contact' and 'Bank Phone Number', please provide the name and phone number of the person at your bank that ReSubmitIt can contact to confirm that the special instructions authorized by this application have been received and properly applied to your bank account. Once you have completed this form, simply send a copy to your bank contact/local branch and fax a copy to ReSubmitIt at (727) 499-7003. To keep your sensitive information secure, please **DO NOT** email your completed form. Call (866) 860-5906 to confirm receipt of your fax.

SALES ORGANIZATION INFORMATION			
SALES ORGANIZATION:	SALES PERSON:	SALES ID:	DATE:
BUSINESS INFORMATION:			
BUSINESS NAME (DBA):	CORPORATE NAME:		
CONTACT NAME:	CONTACT PHONE:	CONTACT FAX:	
PHYSICAL COMPANY ADDRESS:		CONTACT E-MAIL ADDRESS:	
CITY:	STATE:	ZIP:	FEDERAL TAX ID#:
BUSINES TYPE:	AVG # CHECKS RECEIVED PER MONTH:	AVG # RETURNED CHECKS PER MONTH:	

This agreement is between merchant and MTSI - ReSubmitIt, Inc., a Florida corporation located at P.O. Box 932, Dunedin, Florida 34697. This agreement constitutes the only agreement between the parties and all prior negotiations, agreements and understandings, whether oral or written are therefore superseded.

**MERCHANT:**

Signature: \_\_\_\_\_  
 Print Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

**RESUBMITIT REPRESENTATIVE:**

Signature: \_\_\_\_\_  
 Print Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

BANK INFORMATION – BANK RELEASE AUTHORIZATION			
BANK NAME:		BANK CONTACT:	
BANK ADDRESS:		BANK PHONE NUMBER:	
CITY:	STATE:	ZIP:	BANK FAX NUMBER:
BANK ROUTING NUMBER (9 DIGITS)		BANK ACCOUNT NUMBER (5-25) DIGITS	

**TO WHOM IT MAY CONCERN:**

I hereby authorize and instruct you to mail all return items after first presentation for payment and determination of uncollectable funds to MTSI - ReSubmitIt, Inc. It is important that you forward these items after the first presentation; do not redeposit, hold, or attempt to present each item a second time.

Please Remit All Returned Items To: ReSubmitit  
 P.O. Box 932  
 Dunedin, FL 34697

This new address and authorization applies only to return items and is to remain in effect until canceled in writing. Please include a copy of the bank debit in my/our statement.

**Bank Personnel, please confirm receipt of this form by completing this section and faxing this form to (727) 499-7003.**

BANK USE ONLY	
BANK OFFICER NAME:	COMMENTS:
BANK SIGNATURE:	DATE:

## TERMS & CONDITIONS OF AGREEMENT

Company authorizes MTSI - ReSubmitIt, Inc. (MTSI) to re-present all return check items forwarded to MTSI by Company or Company's bank(s) in accordance with the Electronic Funds Transfer Act of the Federal Reserve Governing Board. Company authorizes MTSI to originate an electronic debit for a separate Non-Sufficient Funds fee, an amount posted by the Company and agreed by the check writer. This fee shall not exceed the maximum amount allowed by applicable state laws. I authorize MTSI to initiate credit/debit entries for collected checks equal to the agreed upon sum in the terms on this agreement. I acknowledge that the origination of ACH transaction(s) to my account must comply with the provisions of U.S. Law. Company agrees to complete Bank Authorization form provided by MTSI - ReSubmitIt and forward to the bank(s) utilized by Company so that all returns shall be forwarded to MTSI - ReSubmitIt after first presentation.

Company agrees to display Decal supplied (or equivalent language if utilizing invoices, agreements, etc.) to Company by MTSI - ReSubmitIt at all point of sale locations at all times.

MTSI - ReSubmitIt will be allowed thirty (30) days from the date of receipt of a return check item to complete their electronic re-presentation process. If this Agreement is terminated for any reason, MTSI - ReSubmitIt will retain the right to complete their electronic re-presentation process for all returned check items forwarded to MTSI - ReSubmitIt prior to said termination. MTSI - ReSubmitIt does not guarantee the collection or payment of any returned item presented to MTSI - ReSubmitIt for electronic re-presentation. However, MTSI - ReSubmitIt will provide its best efforts to collect company's NSF checks. MTSI - ReSubmitIt makes no representation or warranty as to the collectivity or validity of any returned item. MTSI - ReSubmitIt retains the right to refuse to process any transaction submitted by Company. If any customer pays Company directly, the Company agrees to forward any return fees received to MTSI - ReSubmitIt. For checks collected electronically: MTSI - ReSubmitIt will pay the Company 100% of the face value of the check. MTSI - ReSubmitIt is authorized to assign this agreement to any parent, subsidiary, affiliate, or successor-in-interest and proper notice will be given to all parties involved. All reimbursements due to Company will be paid right after collected funds have settled. All disputes between Company and its customers relating to a check transaction shall be settled between Company and said customer. Company agrees to indemnify and hold MTSI - ReSubmitIt harmless from any claim, liability, loss or expenditure resulting from Company's actions or in-actions, including but not limited to failing to obtain written authorizations or post notices as required by this Agreement. Notwithstanding the foregoing, MTSI - ReSubmitIt agrees to indemnify and hold Company harmless from any claim, liability or loss by MTSI - ReSubmitIt actions or in-actions while processing returned check items from Company. Any dispute between MTSI - ReSubmitIt and the Company shall be submitted to binding arbitration, to be conducted pursuant to the rules of the American Arbitration Association. Any arbitration proceedings will occur in Clearwater Florida, Pinellas County. Each party represents warrants and mutually agrees that all information concerning the other party which comes into its possession 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 the agreement. MTSI - ReSubmitIt may advise potential users of its service that Company has a relationship with MTSI - ReSubmitIt. All transactions covered by this Agreement are governed by the Regulation CC and E established by the Federal Reserve Board, UCC Articles 3 and 4, The Electronic Funds Transfer Act and other applicable laws and regulations. MTSI - ReSubmitIt complies with the Gramm-Leach-Bliley Privacy Act, Public Law 106-102, Title V, governing the Disclosure of Nonpublic Personal Information - 15 USC, Subchapter I, Sec. 6801- 6810 and Fraudulent Access to Financial Information - 15 USC, Subchapter II, Sec. 6821-6827. If Company fails to comply with any term of this Agreement or any applicable laws or regulations cited in this Agreement, then MTSI - ReSubmitIt may terminate this Agreement immediately by giving notice to Company.

**The Company may call MTSI - ReSubmitIt at 1-866-860-5906 to discontinue the service at any time.**

MTSI - ReSubmitIt may change the terms of this Agreement at any time by giving company ten (10) days' notice of said change. If company does not agree to the change then Company may terminate this Agreement. The laws of the State of Florida shall govern this Agreement

### **MTSI-ReSubmitIt**

P.O. Box 932

Dunedin, FL 34697

Office: (866) 860-5906 Fax: (727) 499-7003

[www.checXchange.com](http://www.checXchange.com)