

# Check Processing Center

## Client Sign-up Checklist

Please follow these brief instructions in order to minimize and/or eliminate delays and errors in processing your request to have our firm collect your bad checks. If you need further help, please call (800) 266-6305.

**Please keep this page for your records. FAX this form only if using ACH payment authorization below.**

- It will take time to coordinate the automated processing of your bad checks with your bank(s). Therefore, it is critical to immediately complete, sign and FAX (877) 904-1726 the following two (2) items.

1 – The Check Collection Agreement

2 – The Electronic ACH Transfer Authorization Form - (This is not the Bank Authorization Form, that comes later.)

- As soon as you receive a Bank Authorization Form, please complete and FAX copies to (877) 904-1726 and then deliver the Completed Bank Form with attached Voided Check to your local Bank Officer.
- Please make photocopies of all bad checks on-hand, regardless of age, and then **mail all of the original bad checks to the Check Processing Center** as soon as you receive the processing center address printed on your personalized bank authorization form, so we may start collecting them for you.
- If you should receive any additional bad checks from today's date until your bank starts forwarding bad checks to us, please promptly make photocopies and mail original checks to the Check Processing Center address listed on your bank authorization form, which you will receive shortly after you enroll. Please include your business name, address and phone number whenever you mail in checks.

- **In order to comply with the NACHA Federal notification guidelines:**

We will provide you with approved "check policy" labels that must be posted wherever you accept checks.

Furthermore, for "**Non-Walk-In**" customers, you must note on all future invoices and billing statements the following wording:

***"Whenever you pay by check, any check returned unpaid may be collected electronically and the maximum legal State fees may be drafted from your account without further notice."***

- Submit Enrollment Fee at: [www.recoverydataservices.com/fee.html](http://www.recoverydataservices.com/fee.html), Call: (800) 266-6305 or use this form:

Name of Bank: \_\_\_\_\_ Account Name: \_\_\_\_\_

Routing #: |: \_\_\_\_\_ |: Account #: \_\_\_\_\_

Type of Account: \_\_\_ Business Checking \_\_\_ Business Savings \_\_\_\_\_

Print Name of Authorized Signer

Rep. Initial Here \_\_\_\_\_ \$ \_\_\_\_\_ . \_\_\_\_\_ and X out \$49.00 to modify.

I authorize RDS, Inc. to charge \$49.00 by ACH funds transfer, signed: \_\_\_\_\_

We are aware that you have many choices for dealing with bad checks, therefore, we pledge to do everything in our power to keep you our satisfied customer and enjoy a very long and prosperous relationship. Meanwhile, never hesitate to contact our offices for support and assistance.

Recovery Data Services, Inc.  
(800) 266-6305  
[sales@recoverydataservices.com](mailto:sales@recoverydataservices.com)  
[www.recoverydataservices.com](http://www.recoverydataservices.com)

# Check Processing Center

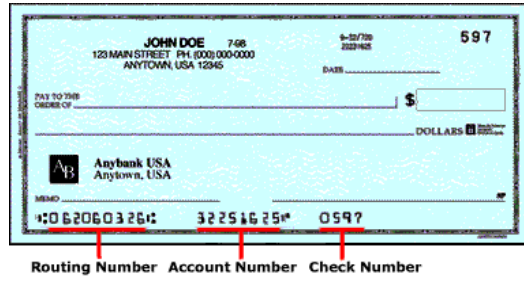
## Electronic ACH Transfer Authorization Form

Please complete this form so we can transfer all collected funds directly into your business checking account.

Merchant (Account Name) \_\_\_\_\_

Bank Name \_\_\_\_\_ Bank's Returned Check Fee \_\_\_\_\_

Routing Number (9 digits) \_\_\_\_\_ Account Number \_\_\_\_\_



I authorize Electronic ACH Transfer of funds for the bank account listed above.

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

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

Phone: \_\_\_\_\_ FAX: \_\_\_\_\_

E-mail: \_\_\_\_\_

As soon as we set up your check collection account we will send you a Bank Authorization Form to complete, FAX back with a voided check copy, and then take to your bank officer along with a voided business check.

Please refer to the Client Sign-up Checklist for other instructions and information.

**Recovery Data Services, Inc.**  
375 N Stephanie Street, Suite 1411, Henderson, NV 89014  
(800) 266-6305 – (877) 904-1726 FAX

FAX agreement and this completed form to: (877) 904-1726

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## Client Check Collection Agreement

At no ongoing cost to client, client authorizes RCK processor and/or its agents to act as its processor to re-present, in accordance with the RCK rules of National Automated Clearing House Association (NACHA), all returned check items forwarded to RCK processor by Client and/or its affiliates/banks. Client further directs that any item that fails or does not qualify for electronic collection will be scheduled for demand notice mailings. Upon settlement, RDS, Inc. will retain processing fees and return 100% of the face amount of the check to Client. Uncollected items will be returned. Client shall receive 50% of check amount on any check collected that was over one year old when submitted.

1. In addition to collection of returned checks, Client authorizes RCK processor, to originate separate electronic debits for return fees or collect a processing fee in the maximum amount allowed by state law(s), plus any applicable tax. Processor shall forward 100% of the collected face amounts to Client and retain processing fees and/or damages.
2. Client agrees to display check writer notices as reasonably required by NACHA rules at all point of sale locations.
3. Client agrees to complete a Bank Authorization to Client's bank instructing the bank to forward all returned items to processing center immediately after first presentation. **Client agrees to never accept payment from a check writer but instead refer them to RDS, Inc. at (800) 266-6305 in order to avoid double recovery.**
4. Processor will notify Client of new returned items at least weekly by e-mail or FAX and will deposit collected items to the Client's account via ACH credit on the next disbursement date after successful electronic re-presentation of the item or full recovery. Processor will transfer any supplemental amounts agreed to by separate transfers as instructed.
5. RCK processor agrees to perform all services in a good and professional manner, and agrees to keep all information about Client, its affiliates and customers confidential.
6. Client authorizes RCK processor to debit Client's accounts for any monthly billing or items that were processed electronically but are subsequently returned by check writer's bank as unauthorized transactions or as late returns. This authorization survives the termination of this agreement, for a period of 90 days.
7. RDS, Inc. does not guarantee any particular result, except by separate agreement. Results vary based upon your customer base, your procedures for receiving checks, and the availability of funds in the bad check writers' accounts.
8. Secondary collection results are better if the check includes a valid driver's license number(s), phone number(s), and a physical street address. (Checks displaying a P.O. Box only address tend to be less collectible.)
9. Any dispute between Client and check writer relating to a check transaction shall be settled between Client and check writer. Unless due to RDS, Inc. or RCK Processor negligence or willful misconduct, Client agrees to indemnify and hold RDS, Inc. and RCK Processor harmless from any claim, liability, loss or expenditure resulting from Client's actions, including, but not limited to failing to post proper check writer notices as required by NACHA.
10. Where applicable, all transactions covered by this Agreement are governed by NACHA's Operating Rules, Regulation E established by the Federal Reserve Board, UCC Article 4, The Electronic Funds Transfer Act and other applicable laws and regulations. Otherwise, the laws of the State of Nevada shall govern this Agreement.
11. If either party fails to comply with any provision of this Agreement or any applicable laws or regulations cited in this Agreement, after 15 days written notice and opportunity to cure, the non-defaulting party may terminate this Agreement by giving notice to the defaulting party. If this Agreement is terminated for any reason, RCK processor will continue to process any and all returned check items currently in the electronic re-presentation process.
12. Upon cancellation of this agreement an amount equal to 20% of Client's monthly transactions may be held in reserve for up to 90 days for the purpose of funding late or unauthorized returns, and any remaining amounts will be promptly refunded at the end of such ninety (90) day period.
13. This Agreement and any supplements thereto shall be binding on the parties' successors and assigns.
14. Modification of this Agreement shall be accomplished only by a formal written supplement to this Agreement.
15. This Agreement contains the entire agreement and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

Business Name: \_\_\_\_\_ Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_ County: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

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

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

Please \_\_\_ E-mail (Preferred), \_\_\_ FAX my weekly reports. Please send me (Qty.) \_\_\_ Point-of-Sale Labels.

**Recovery Data Services, Inc.**

375 N Stephanie Street, Suite 1411, Henderson, NV 89014 – (800) 266-6305, (877) 904-1726 FAX