

PRINT ISO NAME AND AGENT NAME

TRADITIONAL CHECK GUARANTEE/VERIFICATION AGREEMENT

MERCHANT INFORMATION REQUIRED

PRINT NAME OF BUSINESS (DBA) _____ () BUSINESS PHONE # _____ TAX ID NUMBER (required) _____

LOCATION ADDRESS _____ CITY, STATE, ZIP _____

TYPE OF MERCHANDISE/SERVICE SOLD _____ # OF LOCATIONS _____ HOW LONG IN PRESENT BUSINESS _____ SOLE PROPRIETORSHIP _____ CORPORATION _____ PARTNERSHIP _____

OWNER/OFFICERS INFORMATION REQUIRED

NAME (Print) _____ TITLE _____ RESIDENCE ADDRESS _____ RESIDENCE CITY, STATE, ZIP _____

() RESIDENCE PHONE # _____ SOCIAL SECURITY # _____ DRIVER'S LICENSE # _____ % EQUITY OWNERSHIP _____

AGREEMENT: This agreement is entered into by and between Global eTelecom, Inc. a Florida Corporation, (referred to herein as "GETI Check") and the undersigned hereafter referred to as "Merchant".

1. **TERM, TERMINATION AND AMENDMENTS.** This agreement shall have a term of one (1) year from the date of acceptance by an authorized representative of GETI Check. This Agreement will renew for successive one year terms unless terminated by either party with written notice to the other at least thirty (30) days prior to the termination of the then existing term. In the event GETI Check changes the rates, fees or check limits, Merchant may terminate this Agreement upon thirty (30) days written notice to GETI Check. GETI Check may terminate this Agreement at any time upon written notice to Merchant. This Agreement, plus any addenda, including fees and charges, may be changed or amended from time to time by GETI Check by providing Merchant with written notice. Amendments to fees and charges shall take effect immediately. Other such amendments shall be effective thirty (30) days from mailing. In the event termination occurs for any reason prior to the termination date of the then existing term, Merchant shall be subject to pay GETI Check an amount equal to the greater of (a) \$1 25.00, or (b) six (6) months of the current statement and monthly minimum fees for each Merchant account. Except as specifically provided herein, this Agreement may not be altered, amended, or otherwise varied except by written mutual agreement of the parties.

2. **FEES.** Merchant agrees to pay GETI Check fees for services provided in one of the following check services for each subscribing merchant location. (Check only one, A or B).

CHECK ONLY ONE (A or B) SERVICE

A. CHECK GUARANTEE: Merchant agrees that it will use GETI Check solely for the purpose of check guarantee at its location. Merchant agrees that for each instrument verified, a fee of (1) _____ % (base discount rate) of the face value amount of each Instrument verified through Merchant's Point-of-Sale Electronic device and a transaction fee will apply for each transaction verified.

GUARANTEE LIMIT: GETI Check shall guarantee up to \$ _____ of the face amount (check limit) of any qualified authorized instruments, as long as this agreement remains in effect. See paragraph 3 on the back of this agreement for requirements for qualifying an instrument. Merchant acknowledges that GETI Check may, at its sole discretion, increase or decrease the check limit with a five (5) day written notice.

Enhancements for Check Guarantee only: Add individually. Check box(es) that apply Stop Payment Coverage (.25%) NSF Bank Fee (.25%)

B. CHECK VERIFICATION & COLLECTION: Merchant agrees that it will use GETI solely for the purpose of check verification at its business. Merchant agrees not to make GETI available or responsible for check guarantee purposes, or available to any other person or entity. Merchant agrees to instruct its employees and agrees to take all reasonable measures to ensure compliance with this provision. Check Verification and Collection is not a guarantee program. This is a Verification program only and GETI will attempt to collect any returned checks (see paragraph 6.d on the back of this Agreement). Check Verification and Collection does not charge a discount rate, only a transaction fee for each instrument processed through Merchant's Point-of-Sale device.

2.1 Transaction Fee of \$ _____

2.2 Monthly minimum fee of \$ _____

2.3 Monthly service fee of \$ _____ Terminal Type: _____

If GETI is to supply equipment please check YES _____ NO _____. Front-end processor: _____ Application ID # _____

NOTE: For additional locations on the above DBA and owner/officer, attach name, address, contact's name, phone number, fax number, voided check and type of equipment for each location on a separate sheet and forward with this Agreement.

MERCHANT ACCEPTANCE

This Agreement includes all of the terms and conditions contained on the front and backside of this Agreement. This Agreement has been executed on behalf of and by the authorized management of each party as of the date above. Merchant authorizes GETI Check or any credit reporting agency by GETI Check or any agent of GETI Check, to make whatever inquiries that GETI Check deems appropriate to investigate, verify or research references, statements or data obtained from Merchant for the purpose of this application or any application for accompanying POS terminal(s) or equipment financing.

Personal Guarantee: To induce and in consideration of GETI Check acceptance of this agreement, the undersigned (herein referred to as "Guarantor") unconditionally personally, individually, jointly and severally guarantees performance of the Merchant's obligations under this Agreement and payment of all sums due thereunder and hereby continues to personally indemnify GETI Check for any and all funds due from Merchants under the terms of this Agreement.

ACH Debit/Credit Authorization: Merchant hereby authorizes GETI in accordance with this Agreement to initiate debit/credit entries to Merchant's checking account, as indicated per the attached copy of a voided check from same. The authority is to remain in full force and effect until (a) GETI has received written notification from Merchant of its termination in such a manner as to afford GETI reasonable opportunity to act on it; and (b) all obligations of Merchant to GETI Check that have arisen under this agreement have been paid in full.

X _____
 AUTHORIZED MERCHANT SIGNATURE DATE

CORPORATE OFFICE USE ONLY
 GETI CHECK MERCHANT # _____
 X _____
 GETI CHECK'S AUTHORIZED SIGNATURE ONLY DATE OF ACCEPTANCE
 Not valid and binding until approved by an authorized Manager of GETI Check.

VOIDED CHECK FROM CHECKING ACCOUNT MUST BE ATTACHED TO THIS AGREEMENT
 (DO NOT USE A DEPOSIT TICKET)

STAPLE CHECK
 HERE

3. QUALIFIED INSTRUMENTS. For any instrument to qualify, it must be authorized properly and meet the following criteria:
 - a. At the time of authorization, the individual name or business name must be commercially imprinted on the instrument. In the case of a business entity, the instrument must have the business name and current business address and phone number (as listed with information) commercially imprinted on the check. Temporary checks or checks without commercial imprinted check numbers will not qualify for check guarantee;
 - b. An instrument must be authorized with a driver's license or state issued ID card presented by the consumer to the Merchant and viewed by the Merchant at the time of authorization;
 - c. The customer's valid driver's license or state issued identification card number and the state code found on the "Quick Reference Guide" or if the guide is not available the abbreviation of the state that issued the identification card must be noted on the instrument at the time of authorization;
 - d. The authorization number received through the Point-Of-Sale device must be noted on the instrument at the time of authorization;
 - e. A street address must be commercially imprinted on the check. If the current street address is not the one imprinted on the instrument at the time of the authorization, it must be crossed out and the most current address be written in. Post Office (PO) Boxes only are not acceptable addresses;
 - f. If the phone number is not imprinted on the instrument, you must note the phone numbers (home phone and business phone) on the instrument at the time of authorization;
 - g. The date of the instrument must be no more than one (1) day from the date on which the instrument was authorized by GETI;
 - h. The instrument must be payable to the Merchant's business name and endorsed by the Merchant and deposited in the Merchant's business account after authorization of said instrument. Any check deposited more than one time will not be a qualified instrument. The amount authorized and the amount shown in words and figures on the check must agree;
 - i. The check number of the instrument being authorized must be the same check number given at the time authorization is attempted. No represented check is guaranteed unless the instrument was authorized with the same dollar amount as when the instrument was originally authorized;
 - j. In the event of a personal instrument, the signature on the check must be the same as the commercially imprinted name on the check and ID card provided at the time of authorization;
 - k. The instrument has not been altered, or has not been tendered in whole or in part in exchange for cash, or was not payment for a prior debt due;
 - l. The Merchant did not subsequently receive value in full or in part for the dishonored instrument from the presenter in the form of cash payment, credit, service, exchange or repossession;
 - m. The instrument was not dishonored as a result of a "stop payment" order issued by the presenter to the financial institution, which is based upon a dispute against the Merchant by the presenter;
 - n. The instrument was not previously denied by GETI based on the same or different driver's license number, which was previously presented for authorization by Merchant. The instrument must be authorized by entering the correct ID number into the Point-Of-Sale device at the time of authorization;
 - o. The instrument was not one of multiple instruments or payment methods presented to Merchant for sales made that day;
 - p. GETI reserves the right and Merchant acknowledges that a receipt for the products and services provided to the check writer may be requested. The delivery of this receipt must be postmarked within 48 hours of the request and its acceptance by GETI will be required to qualify the claim for payment;
 - q. Merchant must have followed instructions contained in GETI's Merchant Quick Reference Guide or other authorized, current published instructions;
 - r. Merchant acknowledges that first time check writers will have a lesser check limit than those of frequent check writers and check limits are based on not only dollar amount, but number of checks written in a period of time to be determined solely by GETI;
 - s. The instrument was not issued in connection with a transaction described herein. The Merchant did not comply with the terms and conditions of this agreement, including but not limited to, the requirements described herein, the Merchant, or its agents, and employees accepted the instrument with reason to know that the instrument was likely to be dishonored or that the identification used was forged, stolen, or otherwise did not belong to the check writer, or that the transaction for which the instrument was tendered is illegal, void, invalid, or that a court of law determines that the instrument is in whole or in part not due and payable by the check writer unless such determination results from a bankruptcy proceeding;
 - t. GETI may change any of these procedures with a seven (7) day written notices to Merchant.
4. CLAIM PROCEDURE. GETI shall purchase Properly Qualified Instruments up to the contractual purchase limit (paragraph 2.A) for each check submitted under the following Procedure:
 - a. Merchant agrees to require its depository bank to forward dishonored instruments directly to GETI at its designated address. If the depository bank does not provide this service, then the Merchant agrees to forward all dishonored instruments directly to GETI at its designated address;
 - b. All checks submitted for claim must have been deposited in Merchant's financial institution and received at GETI's designated address, along with other required documents within thirty (30) days from the date of authorization of said instrument.

CLAIM PAYMENTS. Reimbursement will be made to Merchant for full face value or up to the purchase limit established in paragraph 2.A for qualified claims that meet all necessary criteria in accordance with the following time frames.

 - a. Normal ACH credit will be transmitted to the Merchant's bank account, before the 15th day of each month for payment of qualified claims that are submitted for payment during the preceding month;
 - b. NSF Bank fees will be reimbursed to Merchant on all qualified instruments, provided the Merchant has requested (checked box) this check guarantee enhancement as indicated in paragraph 2.A. Merchant agrees to provide GETI with a copy of Merchant's financial institution NSF fee charges; (What is this service??)
 - c. GETI reserves the right to suspend its performance to Merchant, including the payment of all checks submitted for reimbursement, during any period in which Merchant's account is delinquent. Continuation of service during any period of delinquency shall not constitute a waiver of GETI's rights of suspension and termination.
 6. COLLECTIONS. Merchant agrees to:
 - a. Assign all rights, title and interest in and to the instrument, which has been purchased by GETI. On all instrument's that are sent to GETI which are not purchased by GETI, Merchant agrees to give GETI full power and authority to collect said instrument;
 - b. Should Merchant accept payment for checks that have been submitted to GETI, Merchant shall notify GETI within 24 hours of collecting payment and Merchant will be responsible to collect all check fees applicable by law and GETI will bill Merchant for said fees;
 - c. Merchant agrees that GETI shall be entitled to collect from check writer and retain all costs, damages, and fees against consumer that are applicable by law in addition to the check amount. Merchant agrees to post in clearly visible locations service charge notices which in GETI's opinion may be required for GETI to collect any such amounts arising from dishonored instruments;
 - d. For collections made by GETI that are not covered under the Paper Check Guarantee (paragraph 2), Merchant will be charged twenty-five (25%) percent of the face value of the check collected, in consideration of GETI's further collection work.
 - e. Merchant further agrees to provide GETI with reasonable assistance when occasionally GETI may request information that would be helpful to aid in the collection of such purchased instrument.
 7. STOP PAYMENT COVERAGE. GETI agrees to waive section 3.m to guarantee payment of Stop Payment instrument arising out of a dispute with Merchant up to the limit indicated in paragraph 2.A provided that Merchant shall have performed all of his obligations related to the issuance of said instrument. At GETI's request, Merchant shall provide written information regarding any claim for reimbursement of Stop Payment instrument. Stop Payment Coverage must be indicated (checked box) by Merchant upon the initial acceptance by GETI. Stop Payment Coverage does not cover business account checks, only personal accounts.
 8. POINT-OF-SALE DEVICE PROGRAMMING. Merchant owns or leases or will own or lease point-of-sale electronic device for the purpose of electronically authorizing transactions at their premises. Each point-of-sale device of Merchant who desires to obtain the services must be initially programmed. GETI agrees to provide programming of the terminal via download of all required program from our main host system, followed by contact with a terminal support representative as necessary.
 9. NOTICES. Any notice required or given under this Agreement shall be in writing and shall be deemed valid given twenty-four (24) hours after depositing in the first class United States Postal Services mail, postage prepaid; or if by other means of notification, upon actual receipt of delivery. All notices shall be addressed and delivered to appropriate party. Written notices to GETI shall be addressed to: GETI, 35008 Emerald Coast Parkway, 4th Floor, Destin, FL 32541.
 10. LAW GOVERNING. This agreement shall be governed by and construed in accordance with the laws of the State of FL. All actions and demands shall be made at the venue in the courts of Okaloosa County in the State of Florida.
 11. HOLD HARMLESS. Merchant and GETI shall hold each other harmless and grant mutual indemnification for occurrences, which are out of each other's control to include, but not limited to civil unrest, riots, war, earthquakes, flood, and other acts of God.
 12. ASSIGNABILITY. This agreement may not be assigned directly or operation of law, without the prior written consent of GETI.
 13. CONFIDENTIALITY. Merchant and GETI agree to make every attempt to protect each other's interest and information, which changes hands in the course of normal business.
 14. ACH DEBIT/CREDIT AUTHORIZATION. Merchant hereby grants authorization to GETI to credit and/or debit Merchant's checking account for billing fees imposed and for claim reimbursement payments. Merchant agrees to provide a voided check with the agreement or provide accurate bank information to allow for proper and accurate coding of route and transit numbers along with DDA numbers. All Debit/Credit entries, which are not honored by Bank, will be subject to a \$25.00 service fee per occurrence, which will be imposed by GETI.