

transmodus Web Agreement

Welcome to transmodus. The transmodus Terms and Conditions (the "TAC" or the "Agreement") applies to the transmodus website, including any features or content we may add in the future. We refer to all services as the "Services". If you ("Client") are registering for the Services, at this point in the registration process we are asking you to read our TAC before signing below.

Legal Business Name		dba	
First Name	Last Name	Corporation? <input type="checkbox"/> Yes <input type="checkbox"/> No	Cellular
Street Address, Suite #		Tax ID or SSN	Phone
City		State	Zip
Email		User Name (please specify)	Password (please specify)
Salesperson/Organization		AFF ID	Sales ID

SERVICES & PRICING

ACH Deposit	Verification (Neg)	Recovery (RCK/PPD)	
Courtesy NSF Letter	Verification (Pos)	Recovery (RCK/Draft)	
Automated Calls	Secondary Collections	Consolidation	
Automated Letters	Uncollected Items	Endorsement Stamps	

The following additional information is needed **FOR EACH LOCATION** in order to identify your checks upon entering the system and to designate an account to which you will receive collected payments.

DEPOSITORY BANK		PAYMENT BANK ACCOUNT	
Route	Account	Route	Account

NOTE: If you have more than one location YOU MUST PROVIDE a spreadsheet listing the: **Store #, address, city, state, zip, depository bank route and account AND route and account of the bank you want payments made.** Call 866-587-8249 for delivery instructions.

The Undersigned certifies the accuracy of all of the information provided and by placing signature below signifies acceptance of the terms and conditions of the Agreement provided herein. Undersigned further agrees to notify transmodus of any and all changes, which may occur from time to time, relative to the information and statements contained herein. **Please fax to 866-788-8218 upon agreement.**

CLIENT

Authorized Signature Print Name Title Date

Terms and Conditions

Consent to Electronic Records, Signature, and Acceptance of Terms and Conditions.

Both the TAC and our web site include important disclosures and regulatory information that are associated with the Services.
 · You understand and intend that the TAC is a legally binding agreement and the equivalent of a signed, written contract;
 · You will use all the Services, and our web site generally, in a manner consistent with applicable laws and regulations and in accordance with the terms and conditions in the TAC and any applicable Rules and Guidelines as they may be amended by transmodus from time to time;

· You understand, accept, and have received the TAC and its terms and conditions, and acknowledge and demonstrate that you can access the TAC and other disclosures and regulatory materials on our web site.
Scope and Effect of the TAC. transmodus operates the Services, either alone or in conjunction with its affiliates, agents and partners. To access the Services, and as a condition to visiting and using our web site generally, you must agree, without modification, to the terms and conditions of the TAC. We may also ask you to follow additional rules, guidelines or other conditions that govern the use of a particular Service ("Rules and Guidelines") at the time you register for or use that Service. The TAC incorporates by reference the Rules and Guidelines of any Service for which you have registered.

Revisions and Relation to Other Agreements or Disclosures. transmodus may revise the TAC at any time, and you agree to be bound by future revisions. It is your responsibility to visit the "Terms and Conditions" link at the bottom of the transmodus home page periodically to review the most current terms and conditions. Your customer relationship with transmodus is also governed by other agreements including your account agreement. transmodus may also offer other services from time to time that are governed by different or additional terms and conditions. transmodus Services are subject to any disclosures or disclaimers found within the Services.

General Matters. By entering into the Agreement, transmodus LLC ("transmodus") and Client have contracted for transmodus to provide services that include Represented Electronic Check Entries ("RCK") services (the "Services") as a third party processor of RCK transactions. These transactions will be placed through a financial institution ("NETWORK"), used by transmodus, who will be acting as the Originating Depository Financial Institution ("ODFI"). transmodus will debit funds ("Debit Entry") for the purpose of collecting payments from the accounts of the Client's customers ("Receivers") and/or credit funds ("Credit Entry") for the purpose of paying the Client's accounts receivable in accordance with the terms of this Agreement, the Operating Rules ("Rules") of the National Automated Clearing House Association ("NACHA"), and applicable federal and state regulations ("Regulations") governing ACH transactions. Services also include providing client wireless or web site access to an internal and external negative/positive database as a means to verify the status of a check before or after accepting that check for payment. The terms and conditions of this Agreement do not limit Client's obligation to comply with the Rules. "Entry" or "Entries" shall mean either a Credit Entry or a Debit Entry. transmodus shall mean JUSTCHEX LLC, a California limited liability company. Our main web site is located at www.transmodus.net.

Client Responsibilities

Representations. Client represents and warrants with respect to all Entries originated by transmodus for the Client that (1) each Receiver has authorized the debiting and or crediting of its account, (2) each Entry is for an amount agreed to by the Receiver, and (3) each Entry is in all other respects properly authorized, true, accurate, current and complete. Client agrees to indemnify transmodus for any losses, liabilities, costs (including attorneys' fees) or expenses suffered or incurred as a result of the breach of these representations and warranties. To the extent permitted under applicable law, transmodus will indemnify clients per the terms found under the heading of **Indemnification by transmodus** - see details below under section entitled "Additional Terms and Conditions."

Identifying Numbers. Client understands that transmodus may rely solely on identifying numbers provided by the Client to determine the bank and account of a Receiver even if the numbers identify a bank or account holder different from the one identified by the Client by name. Client will indemnify transmodus for any losses, liabilities, costs (including attorneys' fees) or expenses suffered or incurred as a result of an incorrect account of other identification.

Regulatory Compliance. Client bears the final responsibility to insure that the Client's policies and procedures meet the requirements of the Rules and Regulations. Client is encouraged to consult counsel regarding compliance with authorization and payment procedures whenever there is any doubt about compliance.

Specific RCK Requirements. For purposes of RCK re-presentation, Client is advised under NACHA Operating Rules to post a sign at the point of sale that meets applicable NACHA guidelines and, as required for recovery of collection fees under NACHA Operating Rules, to obtain written pre-authorization by Receiver at the point of sale and to provide Receiver with a copy of such written pre-authorization. Client is also required under NACHA Operating Rules to hold returned items for a minimum of seven (7) years. (Client agrees that transmodus reserves the right to charge the fee to the Receiver at the maximum rate set by the Receiver's State law unless no such State law exists at the operating location which originally accepted the paper instrument from the issuer. If the operating location is not in a State that regulates or defines the fee for returned items, then the fee may be charged as set by the State of California. transmodus agrees to electronically re-present qualified paper items, returned to Client, two (2) times or the maximum allowed by law. Items returned after the maximum allowed number of re-presentments will be returned, via electronic notice, to Client or referred for third party collection by separate agreement.)

Draft alternative for recovery of State Fee. Client has the option to re-present the face value of the check via the ACH Network without written authorization and to create a separate "paper" draft in the amount of the allowed state fee provided the Client has posted clearly marked notification signage within the view of the check writer. The transmodus web site will process the face value re-presentation first and only upon payment will initiate the deposit of the draft for payment, to the check writer account after the passing of a pre-determined number of days as mandated by law.

Wireless and Web-based Pre-verification of Account Status. transmodus maintains an internal database with records related to all checks that have been processed for recovery and collection through our systems by our clients. Additionally, the transmodus web site has a service connection to a third party database to verify current account status on checking accounts nationally. Any registered transmodus client can use our Online Verify or chexmessaging services. Online Verify is provided through the logged-in home page of the transmodus web site. The use of chexmessaging requires that each mobile phone to be used has been

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registered on the transmodus web site. A client can register any number of compatible mobile phones to gain text messaging access to the internal and external databases to verify account status before accepting payment from a customer. These are both billable services (see Fee Based Options below). transmodus provides these services and warrants the functionality of the components within our control. We do not warrant the accuracy of information, service interruptions or the availability of third party providers in this process. This includes your wireless communications provider and any other company or equipment controlled by third parties in this process. Your use of this service will be billed on a weekly basis with any transaction fees being drawn electronically from the account associated with, and specified by your business. Any returned payments from any client account will result in a suspension of service until the account is paid in full. A re-activation fee may be applied. Your company is responsible for all charges associated with the use of Online Verify and all phones registered for chexmessaging under your account. If a wireless device is stolen or misused it is your responsibility to bring that to our attention and any adjustment in your bill will be made at our sole discretion.

Fee Based Options. Client understands and agrees that they can use the transmodus service for the processing of returned checks for payment without a fee other than those outlined in the Payments section of this agreement. Additional fees for the processing of returned checks for payment, or the pre-verification of an account status apply to the following: (1) Using a wireless device (chexmessaging) or through the transmodus web site (Online Verify) to pre-verify account status before accepting a check has an incremental per use fee. (2) Client has a point and click option to cancel a check from electronic re-resentation, or issue a refund if the face value has been paid. Each of these options has a fee per occurrence. However, this action can not be taken while an item is in the re-resentation process. (3) Client has the option to remove a check from collection without charge, however if the item has already been sent to collection a fee will be charged for removal. (4) Any check that has a date of 21 days or more from the date on the check will be charged a fee per occurrence for the first re-resentation if the item is returned unpaid. Any check sent for the second and final re-resentation that has a date of 30 days or more from the date on the check will be charged a fee per occurrence.

Notice of Erroneous Unauthorized Transfers. Client agrees to promptly and regularly review all Entries and other communication received from transmodus and to immediately notify transmodus, by email to notices@justchex.net, if there are any discrepancies between Client's records and those provided by transmodus, the ODFI or your bank, or with respect to any transfer not authorized by Client. If Client fails to notify transmodus within seven days of the date transmodus provides a statement of account or other report of activity to Client, then the Client will be responsible for all losses or other costs associated with any erroneous or unauthorized transfer.

Bank Initiated Processing. transmodus offers services whereas the client's bank provides images and data of returned checks to transmodus via secure transport. Client hereby authorizes transmodus to process the images received in this manner. In the unlikely event that a check's image lacks needed client information or is illegible, the check will not be processed and will become the responsibility of the client. The client is encouraged to reconcile all returned checks against reports available on the transmodus.net web site for recognition of these issues.

transmodus Responsibilities

Accepting Transactions. transmodus will only be responsible for processing Entries that have arrived at our premises in proper format and on a timely basis. The daily cutoff time, based on receipt of data, is 3:45pm Eastern Time or 12:45pm Pacific Time. Entries received after the cutoff time will be processed the following business day. Client does not have the right to cancel or amend any entry after submission to the NETWORK.

Originating Transactions. transmodus will use the information provided by the Client to originate Entries to the NETWORK. Client acknowledges understanding that transmodus may reject Entries for any reason permitted or required in the Rules or Regulations. Client also understands that Entries or files may be rejected which exceed the threshold parameters identified and set for the Client. Client also understands that an Entry may be rejected if the Entry would cause transmodus to violate any Federal Reserve or other regulatory risk control program or any other law or regulation.

Returned Entries. transmodus will apply returned Entries to Client's account when they are received. transmodus will create and make available to the Client a report containing detailed information about returned Entries. These reports will be provided electronically.

Payments. transmodus will remit to Client full face value of all paid Entries including, in states where permitted, bank charges, plus statutory returned items fees paid, minus a transmodus fee. Notwithstanding this payments procedure, if Client elects to collect only face value of a check in an Entry, then transmodus's payment will be paid based on the value of the Entry minus transmodus fee. The transmodus transaction fee is increased for clients that select the "Draft for Fees" option due to higher processing costs. Service includes verification of Receiver's bank account prior to submittal of Entry.

Settlements and Finality. Client's account will be settled by electronic ACH payment which will be initiated within five (5) business days of credit being received by transmodus. If any Entry is reversed by Receiver's bank beyond the settlement date, transmodus will, at transmodus's discretion, either apply the debit to the next day's settlement, or debit the Client's account for the amount of the reversed Entry. Client is pre-authorizing transmodus to debit Client's account by an amount not to exceed the original credit to be reversed.

Additional Terms and Conditions

Disclaimer of Liability. Client understands and agrees that transmodus and its affiliates will not be liable to Client or to third parties, or have any responsibility whatsoever, for: (a) any losses, or claims arising out of or relating to a cause over which transmodus or its affiliates do not have direct control, including the failure of electronic or mechanical equipment or communication lines, telephone or other interconnect problems, unauthorized access, theft, operator errors, government restrictions, banks, the clearing houses through which Entries may be passed or originated by transmodus, or force majeure (i.e., earthquake, flood, severe or extraordinary weather conditions, natural disasters or other act of God, fire, acts of war, terrorist attacks, insurrection, riot, strikes, labor disputes or similar problems, accident, action of government, communications, system or power failures and equipment or software malfunction); or (b) any special, indirect, incidental, consequential, punitive or exemplary damages (including lost profits and damages) that Client may incur in connection with its use of the Services provided by transmodus under this Agreement.

Indemnification by transmodus

a. Indemnification of Client. To the extent permitted under applicable law, transmodus shall indemnify, defend and hold harmless Client and each of its predecessors, successors, parents, and subsidiaries (the "Indemnified Parties") from and against any and all claims, demands, causes of action, damages or liability asserted by any third parties against any of the Indemnified Parties related to the Services provided by transmodus (each a "Claim" or collectively "Claims"); provided, however, that transmodus shall have no such obligation with respect to any Claim that results from such Indemnified Party's breach of any provision of the Agreement (including, but not limited, to the provision entitled "Disclaimer of Liability"), negligence, gross negligence or willful or reckless misconduct (each an "Indemnified Matter"). The term "negligence" shall include active or passive negligence.

b. Notification; Defense of Claim; Settlement.

i. Notice. Each Indemnified Party shall, as a condition precedent to its right to be indemnified under this Agreement, give transmodus prompt notice, in writing, of the nature and basis of any Claim made against such Indemnified Party for which indemnification will or could be sought under this Agreement. Notice to transmodus shall be directed to transmodus at the address shown on the website. In addition, the Indemnified Parties shall give transmodus, at transmodus's expense, such information and assistance as it may reasonably require in order to ensure prompt and adequate prosecution of the defense of any Claim.

ii. Defense. transmodus shall control all aspects of the disposition of any Claim. In the event of an actual conflict of interest, Client shall be entitled to retain separate counsel at its own expense.

iii. Settlement. transmodus shall not be liable for any settlement of any matter effected involving any Claim without its written consent, not to be unreasonably withheld, but if settled with such consent or if there is a final judgment for the plaintiff, transmodus agrees, subject to the provisions of this paragraph, to indemnify the Indemnified Parties from and against any claim, loss or damage by reason of such settlement or judgment.

Notices, Communications, and Electronic Signatures. Client agrees to accept all communications from transmodus regarding use of the Services at the e-mail address(es) provided by Client during Registration. Client also agrees to promptly update any changes to registration information by using the "UPDATE USER INFO" link associated with the Services. transmodus is entitled to rely on the e-mail address and U.S. mail address that Client last provided to us. Client agrees to waive all claims resulting from failure to receive communications because of changes in its e-mail or U.S. mail address. We will periodically send you information regarding your account, and from time-to-time we would like to send you information about transmodus products and services. If you register for Services, you are granting transmodus permission to communicate with you by e-mail. Client agrees to be bound by any affirmation, assent or agreement you transmit through the Services you access by computer, including but not limited to any consent you give to receive communications from us solely through electronic transmission. You agree that, when in the future you click on an "I agree," "I consent" or other similarly worded "button" or entry field with your mouse, keystroke or other computer device, your agreement or consent will be legally binding and enforceable and the legal equivalent of your handwritten signature.

Use of Services. The following requirements apply to Client's use of the Services.

- Client will not use any electronic communication feature of the Services for any purpose that is unlawful, tortious, abusive, intrusive on another's privacy, harassing, libelous, defamatory, embarrassing, obscene, threatening or hateful.
- Client will not upload, post, reproduce or distribute any information, software or other material protected by copyright or any other intellectual property right (as well as rights of publicity and privacy) without first obtaining the permission of the owner of such rights.
- Client will not collect or store personal data about other users.
- Client will not upload, post, email or otherwise transmit any material that contains viruses or any other computer code, files or programs which might interrupt, limit or interfere with the functionality of any computer software or hardware or telecommunications equipment.
- Client understands that transmodus interfaces with a third party to provide the "Online Funds Verification" service feature. Client agrees that if the service connection is lost between transmodus and third party provider during a transaction, or for any period of time, that transmodus can process transactions without notification or effect on the transmodus transaction fee.

Confidentiality. Each party represents, warrants and mutually agrees that all information concerning the other party which comes into its possession during the term of this Agreement 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 this Agreement or as required by law.

Governing Law. This Agreement is governed by, and shall be construed under, the laws of the State of California, without regard for the conflicts of law provisions thereof. This is the case regardless of whether you reside or transact business with transmodus in California or elsewhere. Unless a dispute would be governed by an applicable arbitration clause, you agree to submit to the personal and exclusive jurisdiction of the courts located within Ventura County, California. If any part of the TAC is determined to be unlawful or unenforceable, that part will be deemed severable and will not affect the validity and enforceability of any remaining provisions.

Arbitration. Any dispute between the parties shall be submitted to binding arbitration, to be conducted pursuant to the rules of the American Arbitration Association. The arbitration shall be conducted in Ventura County, California unless otherwise agreed between the parties. Any award may include an award for attorney fees and costs.

Agreement Modification and Term. Notice of pending modifications to Agreement will be posted on website (www.justchex.net) a minimum of 30 days before effective date. Use of services after any such modification will evidence acceptance of the modification(s). Agreements may be terminated at any time with 30 days written notice. Any termination will not affect the rights or obligations of either party arising before termination of this Agreement.

Term and Termination. The license granted under TAC will terminate if transmodus believes that any information provided by you, including your e-mail address, is no longer current or accurate, or if you fail to otherwise comply with any term or condition of the TAC. Upon such violation, you agree to terminate access to the Services. You agree that transmodus, in its sole discretion and with or without notice, may terminate your access to any or all of the Services, and remove and discard any information or content within the Services.

Security of Data Transmission and Storage. Electronic communications through the Services may not be encrypted. Client acknowledges that there is a risk that data, including e-mail, electronic communications and personal data, may be accessed by unauthorized third parties when communicated between Client and transmodus or between Client and other parties.

Monitoring by transmodus. transmodus, its affiliates and agents are entitled, but not obligated, to review or retain Client's communications ("Communications"). We may monitor your Communications to evaluate the quality of service you receive, your compliance with the TAC, the security of the Services, or for other reasons. You agree that transmodus's monitoring activities will not entitle you to any cause of action or other right with respect to the manner in which transmodus monitors your Communications and enforces or fails to enforce the terms of the TAC. In no event will transmodus be liable for any costs, damages, expenses or any other liabilities incurred by you as a result of transmodus's monitoring activities.

Disclaimer of Warranties. Although transmodus tries to provide accurate and timely information through its Services, there may be inadvertent technical or factual inaccuracies and typographical errors. transmodus reserves the right to make changes and corrections at any time, without notice. The information provided through the Services is provided "AS IS" and "AS AVAILABLE". transmodus does not warrant the accuracy, completeness or timeliness of the information, text, graphics, links or other items contained in the Services. transmodus provides no guarantee against the possibility of deletion, misdelivery or failure to store communications, personalized settings, or other data. transmodus expressly disclaims all liability for errors or omissions in, or the misuse or misinterpretation of, any information contained in the Services. transmodus may change information contained on the Services at any time and makes no commitment to update the information contained on the Services. YOU ASSUME THE ENTIRE RISK AS TO THE USE OF THE SERVICES. Further, transmodus makes no warranties regarding the Services, which are provided "AS IS". transmodus and its affiliates and agents disclaim all warranties, either express or implied, including but not limited to implied warranties of merchantability, accuracy, fitness for a particular purpose, and non-infringement.

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Indemnification. You agree to indemnify and hold transmodus and its affiliates, agents, employees, and licensors (including the Third Party Providers) harmless from any claim, demand, loss, costs or expense, including attorneys' fees, made by any person arising out of your violation of this Agreement, state or federal laws or regulations, or any other person's rights, including but not limited to infringement of any copyright or violation of any proprietary or privacy right.

Press Releases. Client agrees to give transmodus the right to make a new client announcement for distribution as a press release.

Voided Check – Provide a voided check from the account from which you would like to process ACH payments of the above fees.

Entire Agreement. This Agreement makes up the entire Agreement between the parties concerning RCK services. If any provision in this Agreement is found to conflict with any provision of the regular transmodus Agreement, the provision of this Agreement shall prevail. There are no third party beneficiaries of this Agreement.