



**TERMS AND CONDITIONS**

Terms and Conditions governing this agreement between the Merchant (the Originator) named in this Electronic Funds Transfer Agreement and PBFE and its officers, employees, affiliates, licensees and agents:

**WHEREAS:** Merchant desires PBFE, and PBFE agrees, to provide Automated Clearing House (ACH) and other services to Merchant as indicated in this agreement. Transactions are placed through PBFE as third party ACH transactions, paper draft or IRD checks. PBFE will send all transactions through an Origination Depository Financial Institution (ODFI) in accordance with the terms of this Agreement, the Operating Rules (Rules) of the National Automated Clearing House Association (NACHA) and the applicable Federal Regulations governing ACH transactions. Entry or Entries shall mean either Credit Entries, a Debit Entries, a paper draft or an IRD as appropriate. Merchant also agrees to comply with all rules at the time each entry is initiated by the Merchant with respect to the most recent NACHA operating rules and that each entry shall in no way breach any Federal, State, or Local statute of regulation pertaining to and for electronic funds transfers, including the Electronic Funds Transfer Act and Regulation E, and all other applicable laws and regulations. Merchant understands that a violation of any NACHA rules may result in fines issued by NACHA for said violations and said fines will be passed on to Merchant. You will comply with PBFE's requests for record retention and signature authorization. You grant to PBFE or our designee the right to audit these authorizations and your record retention compliance, at no expense to us.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_ Soc. Sec. # : \_\_\_\_\_  
(Owner/Officer)

Signed: \_\_\_\_\_ Date: \_\_\_\_\_ Soc. Sec. # : \_\_\_\_\_  
(Owner/Officer)

**9478 Rodeo Drive, Lake Worth, FL 33467 Tel 561.433.4EFT Fax 561.433.4311**  
[www.pbfe.com](http://www.pbfe.com) email to: sales@pbfe.com