



Empire Merchants
19-50 48th Street, Astoria, NY 11105
16 Bridgewater Street, Brooklyn, NY 11222
Tel: 800.338.3880; 718.383.5500
empiremerchants.com

EMPIRE360 ONLINE PAYMENT / PAY BY PHONE AND NOTIFICATION SERVICES ACCOUNT REGISTRATION FORM

Send completed form to newaccounts@empiremerchants.com

New Application Bank Account Change Email Change

Company Information

Corporation Name: _____ Empire Customer #: _____
(Print Corporation Name Here – Listed on License)

Principal(s) Name: _____ Principal(s) Contact Phone # _____
(Must be listed on License as Principal)

Licensee Address: _____
(Include full address)

License #: _____

Email Address: _____

(IMPORTANT NOTE: Only list one email address per account. This email address must be associated with the Licensee. You may not provide the email address of an Empire employee or solicitor.

This email address will receive notifications when the account is setup and when bills are paid as well as any other program related information. This email address will be used as your initial log in; Additional users can be authorized once the account is registered. If you do not have an email address, your Customer # will be used to identify your account.

The minimum system requirements needed to access Empire Online is Internet Explorer 7.0 and above, Firefox 3.6 and above, Chrome 4.0 and above or Safari 4.0 and above.

Please ONLY INITIAL box(es) that corresponds to services the Empire Customer identified above would like to receive:

| Initials | Service |
|----------|--|
| | Empire360 Bill Pay – View Only View order, invoice and payment information over the Internet |



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| | |
|--|--|
| | <p>Empire360 Bill Pay YES _____</p> <p>Instruct Empire to pay an invoice by electronically debiting your account ON LINE</p> <p>Existing Empire360 Bill Pay Customer? YES _____ NO _____ (check one)</p> |
| | <p>Pay by Phone YES _____</p> <p>Instruct Empire Merchants, LLC Customer Service Department to debit my account in accordance with my specific invoice and payment instructions. You will always have the opportunity to register for Empire360 access in the future.</p> <p>Each Licensee must provide the name and contact information of an administrator for your account to enroll in the Pay by Phone service. A PIN code must also be created and will be required when making the transaction.</p> <p>Empire Merchants Customer Service Dept. will contact the Principal by phone upon receipt of the completed form to set up a 4 digit PIN CODE. Please note, only the Principal can setup or reset the PIN code for the account.</p> |
| | <p>Empire Default Notification Email Service</p> <p>Receive emails from Empire with important information about your account (e.g., when your account is past due)</p> |
| | <p>Empire Promotional Email Service</p> <p>Receive emails from Empire with special offers and programs from Empire and suppliers</p> |

By initialing above and signing below, (1) I request that Empire Merchants, LLC provide me with the additional service(s) I specify, (2) I agree that I have read the terms and conditions attached hereto which apply to the service(s) and (3) I agree to be bound by the applicable terms and conditions.

 Principal's Signature

 Date

 Principal's Name

FOR INTERNAL USE ONLY

Customer Service Approval Name : _____ Date: _____

Manager Approval: Name: _____ Date: _____

Entered By: Name: _____ Date: _____



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BILL PAY SETUP FORM

If you want to make payments online, once you receive your Empire Merchants account number, please register an account on Empire360 (<http://www.empire360.com>) and complete the information in the “Payment” section.

However, if you only want to sign up for “Pay by Phone” or do not choose to set up your account directly on Empire360, please complete the form below. (Note – if you have already provided this information, you do NOT need to re-submit if you are adding the “Pay by Phone” service)

Bank Information #1 *(This bank account must be associated with the License in order to process the payment; This information is only required if you are enrolling in Online Bill Pay and/or Pay by Phone services)*

Bank Name/Branch: _____

Bank Address: _____

Bank Telephone #: _____

Checking Account #: _____ **Routing / ABA Number:** _____

(Routing/ABA Numbers are located in the bottom left of check)

PLEASE ATTACH A VOIDED CORPORATE CHECK FOR VERIFICATION OF BANK DATA. STARTER CHECKS ARE NOT ACCEPTED

Bank Information #2 *(If Applicable; This bank account must be associated with the License in order to process the payments; This information is only required if you are enrolling in Online Bill Pay and/or Pay by Phone services)*

Bank Name/Branch: _____

Bank Address: _____

Bank Telephone #: _____

Checking Account #: _____ **Routing / ABA Number:** _____

(Routing/ABA Numbers are located in the bottom left of check)

PLEASE ATTACH A VOIDED CORPORATE CHECK FOR VERIFICATION OF BANK DATA. STARTER CHECKS ARE NOT ACCEPTED



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TERMS AND CONDITIONS

Empire Merchants, LLC ("Empire") has established certain on-line and payment programs, including Empire360 View Only, Empire360 Bill Pay, Empire Default Notification Email Service and Empire Promotional Email Service and Pay by Phone (the "Programs.") By initialing next to the box for any Program and signing the Empire Payment and Notification Services Account Registration Form (the "Registration"), I agree to be bound by these Terms and Conditions which govern the Programs. I represent that I am listed with the New York State Liquor Authority as a principal or officer of the holder of the license associated with the Account. As used in these terms and conditions the terms "I" and "me" apply to me individually and the Licensee. By enrolling in one or more of the Programs, I acknowledge that all emails will be sent to the email address of the account administrator or their designees. The account administrator and/or designees must be associated with the licensee. Associates from Empire Merchants, LLC cannot be designated as the Account Administrator or receive email notifications on behalf of the account.

I understand and agree that I am responsible for keeping the usernames, passwords, PIN codes and any other credentials Empire may require to access the Programs (the "Logon Credentials") confidential. I further agree that the Logon Credentials and security procedures in place for the Programs are commercially reasonable. If at any point I do not agree that the Logon Credentials and security procedures associated with the Programs are commercially reasonable, I will discontinue using the Programs. I understand that any instructions Empire receives from an individual that supplies my Logon Credentials will be deemed to have been expressly authorized by me. I agree to notify Empire at once if I believe that my Logon Credentials have been lost, stolen or compromised.

I agree that Empire has the right to terminate any of the Programs, at any time and without prior notice, or to change its Program rules or its conditions of use or to refuse to allow me access to any such Program. I may terminate my Registration to any of the Programs at any time by contacting Empire at 1-800- 441-5614. I understand and agree that neither Empire, nor any of its officers, directors, agents, successors or assigns (collectively referred to as "Empire") will be liable to me or to the licensee as a result of service interruptions. Although Empire uses commercially reasonable efforts to provide correct information, Empire will not be responsible or liable for errors or mistakes in the Programs or the information provided through the Programs. In no event shall Empire be liable for any damages (including, without limitation, damages for loss of data or profit, or due to business interruption) arising out of my use of or inability to use all or any of the Programs. I agree that any electronic or facsimile signatures may be accepted by Empire, any depository listed on the Empire Payment and Notification Services Account Registration Form and any other interested party as though it were an original signature. In no event will Empire & Associates be liable for special, consequential or punitive damages. I agree that Empire may amend this agreement from time to time by posting notice of the amendment on Empire's website or by emailing notice of the amendment to the email address of the account administrator listed on the Registration or their designee.

I understand and acknowledge that information I receive through the Programs may not reflect payments and invoices that are still being processed.

I acknowledge that all Program emails will be sent to the email address of the account administrator listed on the new account application or their designee. If any of the information on the Empire Payment and Notification Services Account Registration Form changes, it is my responsibility to contact the Empire Merchants Credit Department in writing at 16 Bridgewater Street, Brooklyn, New York, 11222 to update the information. I understand that I must give advance notice to Empire Merchants, LLC to allow reasonable time for initial setup and changes of information to take effect.

For information about how Empire uses the emails it collects in connection with the Programs, please see Empire's Email Privacy Policy, which is available at www.empiremerchants.com or Empire360.com.

Empire360 Bill Pay

If I request the Empire360 Bill Pay or Pay by Phone service, I represent to Empire that (1) I have signatory authority for the account(s) listed on the attached form (the "Account") held at the financial institution(s) specified on the form (the "Depository") and (2) I have the legal right to authorize electronic fund transfers ("EFTs") from the Account. If any of the above information changes (including, e.g. Account or Depository information), it is my responsibility to contact the Empire Merchants Credit Department in writing at 16 Bridgewater Street, Brooklyn, New York, 11222 or at Empire360.com to update the Account data. I understand that I must give advance notice to Empire to allow reasonable time for initial setup of the Account, Account changes and Account closure. I represent and warrant that the Account is a business account that is not used for personal, household or family purposes. I hereby authorize Empire to initiate EFTs from the Account that I or my designee specify through Empire360 on the dates and in the amounts that I or my designee specify through Empire360 in order to pay invoices or make other payments submitted by Empire Merchants, LLC through Empire360. If I have elected Pay by Phone I hereby authorize Empire to initiate EFTs from the Account that I or my designee specify on the date I give the phone instructions and in the amounts that I or my designee specify over the phone. I understand that the phone conversation will be recorded. Neither the Empire360 Bill Pay, nor the Pay by Phone Authorization permit Empire to debit my Account in the absence of a request from me or my designee to make a payment. I agree that any EFT confirmed through Empire360 and Empire Pay by Phone after compliance with Empire's security procedures will be deemed authorized by me. I understand that Empire may reinitiate any EFT that is returned unpaid as permitted by network rules. I agree to be bound by the NACHA Operating Rules or the rules of another network that Empire, in its sole discretion, relies upon to initiate an EFT to the Account. I authorize the Depository to pay the EFTs I or my designee may specify through Empire360 or Empire Pay by Phone and that Empire initiates. I represent that, in the event the Account is not titled in my name, I am permitted to authorize EFTs from the Account. I will indemnify and hold harmless Empire and the Depository as well as their respective officers, directors, shareholders, members, employees, agents and assigns against any liability resulting from my failure to have the right to grant the powers herein given, including reasonable attorneys' fees and expenses. This authorization will remain in force until cancelled by Empire or by me or another person with signatory authority over the Account. Such notice of cancellation when coming from me shall be in writing and delivered to Empire by certified mail at 16 Bridgewater Street, Brooklyn, New York, 11222 (Attention Credit Department) or by facsimile transmission with proof of delivery to Empire Merchants at 718-389-7175 (or such other number or mailing address as Empire may designate for such purpose on its website). Empire reserves the right to terminate my ability to arrange for EFTs through Empire360 or Pay by Phone at any time or to refuse to process any EFT. If a payment is made in error from the Account as a result of an action taken by Empire, I authorize Empire to initiate an EFT to correct the



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error. I further understand that Empire will not be responsible for any fees or costs that I may incur in connection with any online payment or Payment by Phone as set forth herein, including but not limited to, any fees or costs associated with erroneous payments, their reversal or returned payments. Further, I agree that Empire will not be responsible for any damages I or the licensee may suffer in the event that there is delay or failure to make a payment, including but not limited to damage resulting from the licensee being placed on the New York State Liquor Authority's default list. I further agree that the security procedures in place for Empire360 are commercially reasonable. If at any point I do not agree that the security procedures associated with the website are commercially reasonable, I will discontinue confirming EFTs through Empire360 or Pay by Phone.

Empire Default Notification Email Service

If I request the Empire Default Notification Email Service, I agree that Empire will not be liable for damages resulting from errors made in any such service or failure of any notice or email to reach me. I agree, on my behalf and on behalf of the licensee, Empire will not be responsible for any damages I or the licensee may suffer in the event that there is delay or failure to make a payment, including, but not limited to damages resulting from the licensee being placed on the New York State Liquor Authority's default list.

Once your information is processed, you should receive a confirmation email from Credit_team@Empiremerchants.com within 10 business days. You will be able to complete the enrollment process after this email is received and set up additional users at your account. If you have any questions, please review the FAQs or call Customer Service at 1-800-441-5614.