

Terms and Conditions

ELECTRONIC FUNDS TRANSFER (EFT) CONTRACT

This agreement is for a ____ **month** electronic funds transfer contract with Judson Group LLC dba versaTan hereafter called versaTan. By signing below, I/ we agree to continue to have monthly tanning fees paid through the debit card or credit card number provided on the completed Authorization Agreement for prearranged payments (EFT Debits) form for a period of not less than ____ **months** from today's date. Thereafter the contract will be on a month to month basis as per completed Authorization Agreement for prearranged payments (EFT Debits) form that will continue to be billed to the provided account number until I/ we provide a completed, written versaTan cancellation notice. Three days notification prior to the next bill date is required in order to stop the next scheduled billing. Enrollment is subject to account verification. Credit/ debit card account must be in good standing.

Initial _____

1. Cancel a Membership: cancel any time after ____ **months**. versaTan is authorized to transfer funds from your account for a period of ____ **months**. Membership will continue until receipt of written notice revoking this agreement. A cancellation notice must be received by versaTan no later than *3 business days* before scheduled billing date. If cancellation is not made before this cutoff, the member will be charged for the upcoming month. NO REFUNDS will be given due to neglecting to notify VersaTAN of your cancellation. There are no fees for cancelling your VIP membership.

Initial _____

Freezing An Account: an "unlimited" monthly member can freeze their tanning package for 2 *months* per **6 month** period, should they want to put their account on hold. The frozen months do not count towards the **6 month** EFT period. To do so, simply notify a versaTan employee with a written note at least *3 business days* before your next billing period.

Initial _____

2. Insufficient Funds: if your automatic withdrawal is returned for insufficient funds, versaTan and your financial institution may assess a fee. If an automatic withdrawal is rejected by your financial institution for insufficient funds, we will attempt to draft *one more time* before deeming your monthly payment unpaid. If the draft is returned unpaid, you then must send your payment directly to us in the form of cash, money order, cashier's check, and certified bank check. There will be an additional charge of \$10.00 for insufficient funds per month. If the account remains unpaid for the rest of that month, membership privileges will be suspended. If the account remains unpaid for *60 days* and has not been "frozen" by the member, the membership shall be cancelled. Also in the event of 60 days delinquency, payment of the remaining contractual months' total shall be immediately due.

Initial _____

3. Individual Personal Guarantee: I, _____ for and inconsideration of your extending credit at my request at versaTan, of which I am a client, hereby Personally Guarantee to you the payment of any obligation and I hereby agree to bind myself to pay you on demand any sum which may become due to you whenever my account is in default. It is understood that this guarantee shall be a continuing and irrevocable guarantee and indemnity for such indebtedness. I do hereby waive my notice of default, non-payment and notice thereof and consent to any modification or renewal of the membership agreement hereby guaranteed.
4. Successors or Assigns: this Authorization Agreement also extends to versaTan's agents, successors, and assigns.
5. versaTan shall be held free and harmless from and against any and all claims, demands, actions, suits, or expenses (including reasonable attorneys' fees), whether based on contract, negligence, or otherwise, as may arise out of any act or failure to act on the part of versaTan or any agent. IN NO EVENT SHALL versaTan BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES OR LOSSES THAT YOU MAY INCUR OR SUFFER BY REASON OF THIS AGREEMENT OF ANY PAYMENT EFFECTED OR NOT EFFECTED UNDER THIS AGREEMENT.
6. Adjustment to Amount: versaTan is hereby authorized to change the amount of the charge to your credit/ checking account, provided, however, that we confirm the new payment amount in writing at least *15 days* prior to the charge to your credit/ checking account. You agree the payment change confirmation provided to you shall constitute adequate notice of payment change as such notice may be required by the Electronic Funds Transfer Act and Federal Reserve Board Regulation E.

I HEREBY ACCEPT AND AGREE TO THE TERMS AND CONDITIONS NOTED ABOVE.

Name: _____

X _____

VersaTAN EFT Authorization Form

I authorize the financial institution named below to accept Direct Payment instructions and to debit my account indicated below or credit my account if it is necessary to make corrections. I understand if my electronic payment is not made due to insufficient funds there will be a \$10.00 NSF service charge added to my payment.

Customer Name: _____

Address: _____ Phone: _____

City: _____ State: _____ Zip: _____

Credit Card Account Information

Account Number: _____ *encrypted and on file from card swipe processor*

Visa/MC Amex Discover

OR

Bank Account Information

Bank Name: _____ Telephone: _____

City: _____ State: _____ Zip: _____

Routing Number (9 Digits): _____ Account Number: _____

Routing numbers starting with 5 are invalid.

Savings Account

Checking Account

**Please Attach Voided
Check Here**

Payment Instructions

WEEKLY

BIWEEKLY

MONTHLY

QUARTERLY

Payment Start Date: ____/____/____ Payment Amount: _____

If received by VersaTAN after first scheduled draft should payments be forced? Yes__ No__

I hereby authorize **Judson Group LLC DBA VersaTAN**, hereinafter called Company, to initiate debit entries to my bank account. This authorization is to remain in full force until Company has received written notification from me of its termination in such time and in such manner as to afford Company a reasonable opportunity to act on it (30 days). I understand that this payment plan may be cancelled by Company at any time. I represent and warrant that I am authorized to execute this Authorization Agreement and I indemnify and hold the Company, bank and their agents harmless from damage, loss or claim resulting from all authorized actions hereunder.

Payer's Signature

new participant

Date

change of payment