



Empire Merchants North
 PO Box 10
 Cossackie, NY 12051

P (518) 731-5200
 P (800) 724-3960
 F (518) 731-5300

**EMPIRE MERCHANTS NORTH PAYMENT/PAY BY PHONE AND NOTIFICATION SERVICES
 ACCOUNT REGISTRATION FORM**

New Application Bank Account Change Email Change

Company Information

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

Principal (s) Name: _____ Principal(s) Contact Phone #: _____

Licensee Address: _____
(include full address)

License #: _____

Principal's

Email Address: _____ (please print clearly)

(This email address must be associated with the Licensee. You may not provide the email address of an Empire North employee or solicitor)

Note - this email address will receive notifications when the account is setup and when bills are paid, as well as any other program related information enrolled in below. This email address will be used as your initial log in; Additional users can be authorized once the account is registered for services noted below.

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

Initials	Service
	Empire North 360 Bill Pay - View Only
	Available viewing options include invoice image, signed delivery receipt, due date, available credits and balance due. Banking information is not needed to participate in this service
	Empire North Online Bill Pay (Requires 'Electronic Bill Pay Enrollment Form')
	Instruct Empire Merchants North to pay an invoice by electronically debiting your account ONLINE
	Pay by Phone (Requires 'Electronic Bill Pay Enrollment Form')
	Instruct Empire Merchants North Accounts Receivable Department to debit my account in accordance with my specific invoice and payment instructions.



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	<p>Empire North Default Notification Email Service</p> <p>Receive two separate emails from Empire North when invoice is due to be reported on or before final payment date and another email if your account goes into default: NYS SLA Notice of Default notification</p> <p>Additional Email: _____</p>
	<p>Empire North Order Confirmation</p> <p>Receive emails from Empire North once an order is placed or a backorder is fulfilled with expected delivery date</p> <p>Additional Email: _____</p>
	<p>Empire North Weekly Statement</p> <p>Receive statement of account activity every Friday evening</p> <p>Additional Email: _____</p>
	<p>Empire Promotional Email Service</p> <p>Receive emails from Empire North to stay up to date with things happening in our marketplace. Emails include information on new items, special events, printable marketing materials, drink recipes, industry articles and much more!</p> <p>Additional Email: _____</p>

By initialing above and signing below, (1) I request that Empire Merchants North, 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 (print clearly)

FOR INTERNAL USE ONLY		
Customer AR Approval	Name:	Date:
Entered by	Name:	Date:
Manager Review	Name:	Date:



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ELECTRONIC BILLPAY -ENROLLMENT FORM

Bank Information #1 *(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 Electronic Bill Pay service)*

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 CHECK FOR VERIFICATION OF BANK DATA

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 Electronic Bill Pay service)*

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 CHECK FOR VERIFICATION OF BANK DATA

Retail License Name

License #

Principal's Signature

Date

Principal's Name (PRINT CLEARLY)



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TERMS AND CONDITIONS

Empire Merchants North, LLC ("Empire North") has established certain on-line and payment programs, including Empire North Online-View Only, Empire North Online Bill Pay, Empire North Default Notification Email Service and Empire North Promotional Email Service, EMN Order Confirmation, EMN Statement and Pay by Phone (the "Programs.") By initialing next to the box for any Program and signing the Empire North 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 North, 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 North 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 North receives from an individual that supplies my Logon Credentials will be deemed to have been expressly authorized by me. I agree to notify Empire North at once if I believe that my Logon Credentials have been lost or stolen.

I agree that Empire North has the right to terminate at any time any of its Programs or to change its Program rules or its conditions of use or to refuse to allow me access to any such Program.. I understand and agree that neither Empire North, nor any of its members, officers, directors, agents, successors or assigns (collectively "Empire North & Associates") will be liable to me or to the licensee as a result of service interruptions. Although Empire North uses commercially reasonable efforts to provide correct information, Empire North & Associates 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 North & Associates 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 North, any depository listed on the Empire North Payment and Notification Services Account Registration Form and any other interested party as though it were an original signature. In no event will Empire North or Associates be liable for special, consequential, or punitive damages. I agree that Empire North may amend this agreement from time to time by posting notice of the amendment on Empire North'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 Registration or their designee. If any of the information on the Empire North Payment and Notification Services Account Registration Form changes, it is my responsibility to contact the Empire Merchants North Credit Department in writing at 16 Houghtaling Road, West Coxsackie, New York, 12192 to update the information. I understand that I must give advance notice to Empire Merchants North, LLC to allow reasonable time for initial setup and changes of information to take effect.

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

Empire North Bill Pay

If I request the Empire North Online Bill Pay or Pay by Phone service, I represent to Empire North & Associates 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 North's Credit Department in writing at 16 Houghtaling Road, West Coxsackie, NY 12192 to update the account data. I understand that I must give advance notice to Empire North 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 North to initiate EFTs from the Account that I or my designee specify through Empire North Online on the dates and in the amounts that I or my designee specify through Empire Online in order to pay invoices or make other payments submitted by Empire Merchants North, LLC through Empire North Online. If I have elected Pay by Phone, I hereby authorize Empire North 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 Online Bill Pay, nor the Pay by Phone Authorization permit Empire North 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 Empire North Online and Empire North Pay by Phone after compliance with Empire North's security procedures will be deemed authorized by



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me. I understand that Empire North 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 North, 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 Empire North Online or Empire North Pay by Phone and that Empire North 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 North 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 North 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 North by certified mail at 16 Houghtaling Road, West Coxsackie, NY 12192 (Attention Credit Department) or by facsimile transmission with proof of delivery to Empire Merchants North at (518) 731-5300 (or such other number or mailing address as Empire North may designate for such purpose on its website). I understand and agree that Empire North reserves the right to terminate my ability to arrange for EFTs through Empire North Online 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 North, I authorize Empire North to initiate an EFT to correct the 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 North & Associates will not be responsible for any damages (special, punitive consequential or otherwise) 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 Empire North Online 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 Empire North Online or Pay by Phone.

Empire North Default Notification Email Service

If I request the Empire North Default Notification Email Service, I agree that Empire North & Associates 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 North & Associates will not be responsible for any damages (special, punitive, consequential or otherwise) 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

Creditdept@empirenorth.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 call our Credit Dept. at 1-800-724-3960 ext. 0.