

MERCHANT SERVICES AND EQUIPMENT PURCHASE ORDER



PAYMENT SYSTEMS 888-592-5041 FAX 888-592-5042

LOS ANGELES • SAN DIEGO • DALLAS • ORLANDO

EQUIPMENT AND SET UP INSTRUCTIONS		PRICE AND TERMS ITEMIZATION	
Terminal(s)		V/MC Per Item & Discount (Retail)*	\$0.09 & 1.39%
ATM		Debit Promotion Per Item & Discount	\$0.39 & 0%
PIN Pad	Included	V/MC Per Item & Discount (MOTO)*	\$0.09 & 1.99%
Check Reader	Yes / No	Downgrade Surcharge Retail	2.99%
Gift Cards	Yes / No	Downgrade Surcharge MOTO	1.99%
Gateway / Shopping Cart	Yes / No	Equipment Lease Terms	48 x \$ _____
Training	FREE	First Month Lease Payment	\$ _____
POS Set Up	Yes / No (POS Set Up sheet required)	Refunds to Purchaser*	\$ _____
		Total Amount Collected	\$ _____
MOBILEPAY		Special Instructions: Verbal verification of lease terms is required within 72 hours of equipment delivery.	
MobilePay Set Up	Yes / No		
Phone Type & Service Provider			
Model #			
Email Address			
MobilePay Activation Fee	\$150		
MobilePay Monthly Svc Fee	\$19.95		
MobilePay Per Item	\$0.09		
		*Any refunds or payoffs must have Payoff / Reimbursement / We Owe Authorization form attached.	

Rate Guarantee, Payoff Responsibility, and Prior Processing Cancellation

Processing discount rates shall not be subject to change or review for the term of the Agreements subject to ongoing compliance with card acceptance guidelines and provided the Agreements are not in default, notwithstanding pass through adjustments from card regulatory associations. Merchant accepts all responsibility for cancellation of prior processing services and understands that it is Merchant's responsibility wholly to cancel all prior services and accepts responsibility for any termination or cancellation fees and agrees to hold harmless Payment Systems of any financial obligation related to prior processing and equipment lease contracts. Merchant understands that the purchase or lease of equipment is a separate and independent transaction from the Merchant's desire for credit and debit card processing services and that the processing contract and lease contract (the "Agreements") are mutually exclusive of each other. Merchant further agrees that due to the customized nature of the equipment, there will be no refunds or return of any equipment.

Non Exclusivity

Due to the mutually exclusive nature of the Agreements and the separate desire for services, Purchaser may use the equipment with other providers and is not required to use leased equipment with Payment Systems processing services.

ISO Statement

Payment Systems is an Independent Sales Organization (ISO) that is party to the Agreements as a third party with a one time or ongoing economic interest in the Agreements. Payment Systems does not claim or represent that it is the manufacturer, servicer, underwriter, or is in any way affiliated with the other parties to the Agreements notwithstanding the economic interest in the Agreements unless otherwise stated in writing.

Warranties, Representations, and Remedies

Payment Systems warrants that equipment leased or purchased by Merchant (used interchangeably with "Purchaser") shall be free of defect and complies with industry standards. Processing discount rates shall not be subject to change or review for the term of the Agreements subject to ongoing compliance with card acceptance guidelines and provided the Agreements are not in default, notwithstanding pass through adjustments in from card regulatory associations. The Agreements, and each of them, shall be deemed in default as follows, including but not limited to, any Agreement having a past due balance of greater than ten (10) calendar days, a Merchant's failure to produce documents necessary for said performance of the Agreements or failure to reasonably cooperate with Payment Systems requests to perform the Agreements, the Merchant's failure to verbally confirm terms of contracts at time of delivery pursuant to third party verification efforts, no processing activity for six (6) months, or any and all events of default under the material terms of any of the agreements Payment Systems has an economic interest in. In the event of default or early termination of processing contract and notwithstanding anything to the contrary set forth herein, Merchant/Purchaser shall be responsible for an amount of liquidated damages equal to all monthly fees due for the remainder of the existing term, including all monthly minimum fee commitments, plus a de-conversion fee of \$500 and in no case shall be less than \$995. In the event a Purchaser defaults on an equipment lease contract, an amount shall be due to Payment Systems for seventy percent of the remainder of the monthly base payments for the existing term, not including taxes or insurance. The Agreements shall remain in full force and effect for the an initial term of four (4) years for processing agreements and a term of four (4) years for equipment lease agreements. Amounts due by Merchant to Payment Systems are to be drafted electronically from Merchant/Purchaser's account referenced in section below and on the Agreements, or from account on file, immediately on or after the effective date of termination or default. If the Purchaser's account does not contain sufficient funds for the debit Merchant shall pay Payment Systems the amount due immediately. The payment of accelerated monthly fees as described herein is not a penalty, but rather is hereby agreed to by the parties to be a reasonable amount of liquidated damages to compensate Payment Systems for its termination expenses and all other damages it may occur due to Merchant's default event for which such amounts would be payable. Such amounts shall not be in lieu of but in addition to any payment obligations for services already provided hereunder (or that Payment Systems may continue to provide), which shall be an additional cost, and any and all other damages to which Payment Systems may be entitled hereunder. Upon termination any equipment provided by Payment Systems not leased through any third parties or purchased must be returned immediately at Merchant's expense. Merchant has read and accepted the above material terms and understands that rates and processing fees area guideline for monthly billing and in no way constitutes a guarantee of savings. Failure to verbally confirm all material terms at time of delivery of equipment will require payment in full of all outstanding payments due. Any funds due shall be electronically withdrawn from Merchant's account on file. The material terms of this agreement shall be binding when executed in writing and shall be governed by the laws of the State of California. Purchaser consents and submits to the Exclusive Jurisdiction of the Superior Court for the State of California, San Diego County and expressly agrees to such forum for the initiation of any suit, action, or proceeding arising out of the Merchant/Purchaser's obligations hereunder.

Business Name		Phone	
Address		City, State, Zip	
Routing #:		Acct #:	
Purchaser	x	Co-Purchaser	x
Sales Agent	x	Date:	

Retail rates apply to qualified, card present transactions. Key entered rates apply to qualified key entered transactions with matching address verification. *Additional surcharges or fees may apply for non-qualified or higher risk transactions. Additional authorization fees apply and vary based on transaction and card type, method of acceptance, and network charges. Inactive Merchant Processing Accounts will be assessed a \$99 Inactive Account Maintenance Fee and standard monthly minimum and statement fees. *Please reference current qualified card guidelines and download terms and conditions of Agreements at www.paymentsystemscomp.com.