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Merchant Receipt Form

AMERICAN PAYMENT SYSTEMS

2780 S Jones Blvd, Suite 3742 Las Vegas, NV 89146

Corporate Business Name/DBA Name: Yourspross Rest, LLC / The Knitting Studio
 Location Address: 112 Main St
 City / State / ZIP: Watfordia / VT / 05602
 Phone: 802-229-2444

Equipment Term and Monthly Payment:

Equipment Placement Deq Nov 24 48 Months @ 49⁹⁵ Per Month
 Received separate check for equipment paid in full \$ _____ CHECK # _____ (\$ _____) Retail Value
 Sending check for buyout of equipment lease or used equipment \$ _____ Approval # _____ (required)

Equipment to be picked up - Make: _____ Model: _____
 American Payment Systems is under no obligation to pay for the buyout until proof is provided from the old lessor.
 American Payment Systems is under no obligation to pay any amount exceeding the buyout amount provided by your old lessor.
 If buyout fees are not provided to APSS within 90 days, APSS shall have no obligation to pay the stated buyout fee and the customer shall be responsible for the full buyout fee.
 American Payment Systems will not issue buyout check to merchant until agreed equipment has been received by American Payment Systems.

Merchant Credit \$ _____ Approval # _____ (required)

Special Instructions:

Dial Up

- | | | | | | |
|---|----------|---|-----------------------------------|---------------------------------|------------------------------------|
| <input checked="" type="checkbox"/> Equipment Application Fee | \$ 99.99 | <input type="checkbox"/> Credit Card Terminal | Model: <u>24</u> | <input type="checkbox"/> Return | <input type="checkbox"/> Reprogram |
| <input checked="" type="checkbox"/> File Build fee | \$ 99.99 | <input type="checkbox"/> Pin-pad | | <input type="checkbox"/> Return | <input type="checkbox"/> Reprogram |
| <input checked="" type="checkbox"/> Programming fee | \$495.00 | <input type="checkbox"/> PC Software | | <input type="checkbox"/> Return | <input type="checkbox"/> Reprogram |
| <input checked="" type="checkbox"/> Installation fee | \$109.00 | <input type="checkbox"/> Giftcards | | <input type="checkbox"/> Return | <input type="checkbox"/> Reprogram |
| | | <input type="checkbox"/> Authorize.net | | <input type="checkbox"/> Return | <input type="checkbox"/> Reprogram |
| | | Non-refundable Setup Fee | \$399 | | |
| | | Monthly Gateway Fee | \$25 | | |
| | | Per Transaction Fee | \$0.10 | | |
| | | <input type="checkbox"/> Wireless Terminal | | <input type="checkbox"/> Return | <input type="checkbox"/> Reprogram |
| | | Wireless Activation Fee | \$35 per device | | |
| | | Wireless Monthly Fee | \$19.99 per device | | |
| | | Wireless Authorization Fee | \$0.10 per transaction per device | | |
| | | <input type="checkbox"/> ROAMP by | | | |
| | | Phone Make/Model | | | |
| | | Phone Carrier | | | |
| | | Cell Number | | | |
| | | <input type="checkbox"/> POS System | | | |
| | | Make | | | |
| | | Software | | | |
| | | PC5 Provider Tech Support Phone | | | |
| | | <input type="checkbox"/> Retail | | | |
| | | <input type="checkbox"/> Manual-close | | | |
| | | <input type="checkbox"/> Tip | | | |
| | | <input type="checkbox"/> Restaurant | | | |
| | | <input type="checkbox"/> Auto-close | | | |
| | | <input type="checkbox"/> Address Verification | | | |
| | | Time: <u>11pm</u> | | | |
| | | <input type="checkbox"/> CW | | | |
| | | <input checked="" type="checkbox"/> Dial-Up | | | |
| | | <input type="checkbox"/> P/Ethernet | | | |
| | | Activation Fee | \$35 per device | | |
| | | Monthly Fee | \$19.99 per device | | |
| | | Authorization Fee | \$0.10 per transaction per device | | |
| | | <input type="checkbox"/> Reprogram | | | |

Canvas

By signing below, you represent and agree that: (1) the information in and accompanying this form is complete and correct; (2) you have read and received a copy of the one-page terms and conditions and agree to be bound by that agreement; (3) you are authorized as an officer, partner, manager, or owner to submit this form and to bind the Merchant to the Placement Agreement; (4) Merchant expressly warrants that it has received the equipment listed above before executing this agreement; and that the equipment functions as described; and (5) Merchant agrees that they will be liable to pay an NSF fee of \$25.00 or the amount allowable by law, which may be automatically debited for each NSF.
 Merchant warrants to American Payment Systems, LLC (APSS) that any used equipment transferred to APSS is owned by Merchant and is free and clear of all encumbrances. Merchant assumes all responsibility and liability to any third party relating to any lease or rental of the equipment that is considered part of this transaction and will hold APSS harmless of any such claims. 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 agrees that due to the customized nature of the equipment there will be no refunds or return of any equipment. All sales are final.

Merchant Approval [Signature]

Date 9/24/18

Consultant Approval [Signature]

Date 9/24/18

THANK YOU FOR YOUR BUSINESS!

PLACEMENT AGREEMENT
Terms and Conditions

This Placement Agreement ("Agreement") is made effective as of the date set forth on the Merchant Receipt by and between American Payment Systems with their principal place of business at 2780 Jones Blvd., Ste. 3742, Las Vegas, NV 89146 ("APS") and the entity and/or individual whose name and address are set forth on the Merchant Receipt Agreement ("Merchant").

1. **APS ISO/MSP Statement.** APS is an Independent Sales Organization/Merchant Service Provider (ISO/MSP) that is party to the Agreements as a third party with a one time or ongoing economic interest in the agreements. APS does not claim or represent that it is the manufacturer, service, underwriter, or is in any way affiliated with the other parties to the Agreements notwithstanding the economic interest in the Agreements, unless otherwise set forth in writing.

2. **Term and Termination.** The initial term of this Agreement that encompasses the separate and independent Processing Agreement and Equipment Lease shall be for a period of three years, commencing on the date set forth on page one. This Agreement shall thereafter be automatically renewed for additional terms of two years each unless either party notifies the other no later than thirty days prior to the end of the current term that it does not wish to renew this Agreement. APS may cancel this Agreement for any reason by providing Merchant with seven days' notice.

3. **Separate and Independent Nature of the Agreements.** The Merchant Receipt Form including the Placement Agreement, Equipment Lease, and Processing Agreements are separate and independent of one another. Merchant may use the equipment or processing services without using the other. The agreements are mutually exclusive.

4. **Effect of Termination.** Upon any termination of this Agreement, Merchant must return any Equipment to APS. In the event Merchant fails to return the Equipment upon request by APS or returns any Equipment that is damaged, defective, malfunctioning, or is not in good working order, Merchant shall purchase the equipment for the full retail price of the Equipment, that in no case shall be less than \$500. Merchant hereby authorizes APS to debit any charges due, and the accelerated monthly equipment lease premium under the equipment lease, and the accelerated monthly minimum processing fee under the processing agreement by Merchant under this Agreement or any other agreement between merchant and APS or its affiliates from any checking, savings, credit card or any other type of account identified as that of the Merchant. Upon any termination APS shall also have the right to collect from Merchant any fees that were waived including, but not limited to, the Application Fee, File Build Fee, Programming Fee and Installation Fee. Merchant also agrees to pay any collection costs or attorney's fees associated with any amount due to APS or its assigns.

5. **Indemnification.** Merchant agrees to indemnify, defend, and hold harmless APS, its employees, referral partners and agents from and against any loss, liability, damage, penalty or expense (including attorneys' fees, expert witness fees and cost of defense) they may suffer or incur as a result of (i) any failure by Merchant or any employee, agent or affiliate of Merchant to comply with the terms of this Agreement; (ii) any warranty or representation made by Merchant being false or misleading; (iii) any representation or warranty made by Merchant or any employee or agent of Merchant to any third person other than as specifically authorized by this Agreement, (iv) any claims related to the Services, (v) negligence of Merchant or its subcontractors, agents or employees, any claims by Merchant against its credit card, ACH or debit card processor or (vii) any alleged or actual violations by Merchant or its subcontractors, employees or agents of any governmental laws, regulations or rules.

6. **Disclaimer of All Warranties.** The services and equipment are provided "as is" without any warranty whatsoever. Service provider disclaims all warranties, express, implied, or statutory, to merchant as to any matter whatsoever, including all implied warranties of merchantability, fitness for a particular purpose and non-infringement of third party rights. No oral or written information or advice given by service provider or its employees or representatives shall create a warranty or in any way increase the scope of service provider's obligations.

7. **Limitation of liability.** Neither party shall be liable to the other party or to any other third party for any consequential, indirect, special, incidental, reliance, or exemplary damages arising out of or relating to this agreement, the services or the equipment, whether foreseeable or unforeseeable, and whether based on breach of any express or implied warranty, breach of contract, misrepresentation, negligence, strict liability in tort, or other cause of action (including, but not limited to, damages for loss of data, goodwill, profits, investments, use of money, or use of facilities; interruption in use or availability of data; stoppage of other work or impairment of other assets; or labor claims), even if such party has been advised of the possibility of such damages. Under no circumstances shall APS's total liability to merchant or any third party arising out of or related to this agreement exceed \$1,000.00 regardless of whether any action or claim is based on warranty, contract, tort or otherwise.

8. This Agreement will bind and inure to the benefit of each party's permitted successors and assigns. Merchant may not assign this Agreement without the written consent of APS. APS may assign this Agreement in its sole discretion without the written consent of Merchant. This Agreement sets forth the entire agreement and understanding of the parties hereto in respect of the subject matter contained herein, and supersedes all prior agreements, promises, covenants, arrangements, communications, representations or warranties, whether oral or written, by any officer, partner, employee or representative of any party hereto. No amendment or modification to this Agreement, or any waiver of any rights hereunder, shall be effective unless assented to in writing by both parties.

9. This Agreement shall be governed by and construed in accordance with the laws of the State of Merchant's primary residence (irrespective of its choice of law principles). The equipment lease is a finance lease governed by UCC § 2A. Thus, the equipment lease is non-cancellable for the full term upon delivery and acceptance of the equipment. **USE OF THE EQUIPMENT IS NOT NECESSARY TO TRIGGER THE NON-CANCELLABLE NATURE OF THE LEASE.** The parties hereby agree that all suits to enforce any provision of this Agreement or arising out of or based upon this Agreement or the business relationship between the parties hereto shall be brought in courthouse closest to Merchant's primary residence. Each party hereby agrees that such courts shall have exclusive and mandatory personal jurisdiction and venue with respect to such party, and each party hereby submits to the exclusive personal jurisdiction and venue of such court. In all actions arising from the alleged breach of this Agreement, or to enforce this Agreement, the final prevailing party will recover its reasonable attorneys' fees, costs and expenses. Further, Merchant agrees that any dispute must be brought within one (1) year of discovering any potential claim. Further Merchant Waives any right to bring a class-action and must litigate its dispute separately from any other claimant.

10. In an effort to ensure fair and honest public feedback, and to prevent the publishing of libelous content in any form, your acceptance of this contract prohibits you from taking any action that negatively impacts APS, its reputation, products, services, management or employees. Any violation shall result in a \$500 penalty per instance.

11. Merchant hereby authorizes CHARGE Anywhere LLC to process payment for amounts due to CHARGE Anywhere LLC from the account described on page one of this agreement. This authority is to remain in full force and effect until CHARGE Anywhere has received written notification from me of its termination in such time and in such manner as to afford CHARGE Anywhere a reasonable opportunity to act upon it

12. The failure of APS to object to or to take affirmative action with respect to any conduct of Merchant that is in violation of the terms of this Agreement, shall not be construed as a waiver of that conduct or any future breach or subsequent wrongful conduct. If any part, term or provision of this Agreement is declared and determined by any court or arbitrator to be illegal or invalid, such declaration and determination shall not affect the validity of the remaining parts, terms or provisions. The various headings in this Agreement are inserted for convenience only and shall not affect this Agreement or any portion thereof. This Agreement may be executed in two or more counter-parts or by fax, each of which shall be deemed an original, all of which together shall constitute one and the same instrument. All representations, covenants and warranties shall survive the execution of this Agreement, and sections 2, 3, 5, 7, 9, 10 and 11 shall survive termination of this Agreement.


Initials