total merchant services
payment solutions for your business

# Free Wireless Terminal Placement Program

This Agreement is a contract between the Merchant named below and Total Merchant Services, Inc. ("TMS").

Merchant has accepted the Nurit 8000 Series GPRS Secure Terminal (the "Equipment"), and acknowledges that its initial use of the Equipment shall serve as confirmation that it has been presented with, and has read, understands and agrees to be bound by the APRIVA End-User Airtime Agreement. Merchant will receive a copy of such End-User Airtime Agreement with the welcome kit sent to Merchant by TMS.

Merchant agrees that the Equipment is the property of TMS, is being licensed to Merchant, and must be returned in good and working condition within ten (10) days of the termination or expiration of the Merchant Account with TMS. If the Equipment is not returned within ten (10) days, Merchant agrees to pay the equipment value ($750).

Merchant agrees to indemnify and hold TMS harmless from and against any and all liabilities, losses, claims, damages, disputes, offsets, claims or counterclaims of any kind in any way related to the use (or misuse) of the Equipment. This includes any damage to the Equipment resulting from an act of nature, fire, or theft, or from misuse or negligence by Merchant or its agents. Merchant also agrees to pay TMS a shipping/handling charge of $99.00 for each delivery of replacement Equipment, regardless of the reason.

Notwithstanding the prior paragraph, if Merchant subscribes to TMS' Merchant Advantage Benefit Program, it will not be responsible for failure of Equipment for any reason, so long as such Equipment is returned to TMS. Under this program, TMS will also provide overnight replacement of the Equipment free of shipping/handling charges, after remote troubleshooting efforts are unsuccessful. Comparable replacement Equipment may be new or refurbished, or a different brand or model. Replacements are limited to four (4) in any consecutive twelve (12) month period.

The use of the Equipment will be subject to the availability of certain wireless related service, and will be subject to certain legal and regulatory requirements and/or third party license and use restrictions.

By signing below, Merchant understands that this Agreement constitutes a legal contract which binds Merchant.

**Merchant Owner/Partner/Officer:**

| Print Name | Title | Signature | Date |
|---|---|---|---|
| | | | |

The undersigned, who will derive a material benefit from the above Agreement between Merchant and TMS, hereby guarantees to TMS, and to its successors and assigns, the full, prompt and complete performance by Merchant of all of Merchant's obligations under this Agreement. The undersigned, by signing below, agrees to be bound by the Agreement and this Guaranty.

| Personal Guarantor Print Name | Personal Guarantor Signature | Date |
|---|---|---|
| | | |

**Merchant's Email or Fax:**_____