



## MOTO Free Terminal Placement Program



This Agreement is a contract between the Merchant named below and Money Tree Merchant Services, Inc. ("MTS").

Merchant agrees that the Equipment is the property of MTS, 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 MTS. If the Equipment is not returned within ten (10) days, Merchant agrees to pay the equipment value (\$375 for Package 1). In addition, Merchant agrees to be responsible for any damage to the Equipment as a result of misuse or negligence.

Merchant agrees to indemnify and hold MTS 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 MTS 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 MTS' Merchant Advantage Benefit Program, it will not be responsible for failure of Equipment for any reason, so long as such Equipment is returned to MTS. Under this program, MTS 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.

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

**Merchant has accepted the following equipment (the "Equipment") by checking one box below:**

**Package One**  
Hypercom T4100 - Multi-App, Dual-Comm, IP-Enabled Terminal (equipment value of \$375)

\_\_\_\_\_  
Merchant Owner/Partner/Officer Print Name

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Business DBA Name

\_\_\_\_\_  
Merchant's Fax or Email

The undersigned, who will derive a benefit by the entering into of the above Agreement between Merchant and MTS, hereby guarantee to MTS, and to its successors and assigns, the full, prompt and complete performance of Merchant and all of Merchant's obligations under this Agreement. The undersigned, by signing below, agree to be bound by the Agreement and this Guaranty.

\_\_\_\_\_  
Personal Guarantor Print Name

\_\_\_\_\_  
Personal Guarantor Signature Date