

Equipment Placement Program

 FREE!


- Accepts Credit
- Debit and EBT
- Fast Integrated
- Thermal Printer
- Nationwide Coverage

Wireless Terminal
 FREE!


- Accepts Credit
- Debit and EBT
- Fast Integrated
- Thermal Printer
- IP Modem
- Dial Up

Dial / IP Terminal
 FREE!


- Secure, EMV-compliant device
- Customer PIN entry and chip transactions

Pinpad
 FREE!


- Compact magstripe reader for quick, easy card swipes on the go

Swiper

This Agreement shall be coterminous with the Merchant Processing Agreement. Merchant agrees that the equipment is the property of Hubwallet, is being licensed to Merchant, and must be returned and received by Hubwallet in good condition within ten (10) calendar days of any replacements, cancellation, or termination of this agreement. Upon such prompt return, Merchant acknowledges that Hubwallet shall ACH debit from Merchant's bank account a mandatory restocking fee for each equipment in the amount of two hundred and ninety five dollars for Package 1 and 2, one hundred and ninety nine dollars for package 3, ninety nine dollars for package 4, plus amount of any damage to the equipment caused by Merchant's misuse or negligence. If the equipment is not promptly returned, or returned unrepairable Merchant hereby authorizes Hubwallet to ACH debit from Merchant's bank account the depreciated equipment value of (four hundred and ninety nine dollars for Package 1, three hundred and ninety nine dollars for Package 2, two hundred and ninety nine dollars for Package 3 and/or one hundred and ninety nine dollars for Package 4). In the event that Hubwallet is unable to ACH debit Merchant's bank account for the value of any and all unreturned equipment, and/or any of the above fees, Merchant agrees and shall be liable to make immediate payment to Hubwallet for all the applicable amounts.

Hubwallet warrants that each item of equipment will be suitable for normal operation and use at the time of delivery. Hubwallet makes no other representation or warranty of any kind, expressed or implied written or oral, as to any matters whatsoever. Hubwallet disclaims Any and All implied warranties of merchant ability or fitness for any particular purpose. In no event will Hubwallet be liable to the Merchant for any incident, indirect or consequential damages however cause whether by Hubwallet negligence or otherwise. The Merchant shall not reassign this agreement, and the rights and obligations created hereunder without the prior written consent of Hubwallet. In the event that any one or more provisions contained in this agreement should for any reason be held to be unenforceable in any respect under the laws of the state of California, or the United States, enforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such unenforceable provision had not been contained herein. All questions concerning the validity, operation, interpretation, and construction of this agreement will be governed by and determined in accordance with the laws of California.

Merchant agrees to indemnify and hold member harmless from and against any and all liabilities, losses, claims, damages, disputes, offsets or counter claims of any kind in any way related to the use (or misuse) of the equipment. This damage to the equipment resulting from an act of nature, fire, or theft, or from misuse or Merchant or its agents. Merchant also agrees to pay member a shipping/ handling charge of one hundred and fifty dollars for each delivery of replacement equipment, regardless of the reason.

Shipping Address

DBA _____ Street Address _____ City _____

State _____ Zip _____ Commercial Location Residential Location

Merchant Owner/Partner/Officer:

_____  _____

Print Name **Title** **Signature** **Date**

The undersigned, who will derive a benefit by the entering into the above Agreement between Merchant and TMS, hereby guarantees to TMS 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, agrees to be bound by the Agreement and this Guaranty.

_____  _____

Personal Guarantor Printed Name **Personal Guarantor Signature** **Date**

Special Instructions/Notes: _____