

## Terms and Conditions For TCeasy™ Gift & Loyalty Program



MERCHANT APPOINTS TENDERCARD™ AND/OR ITS AFFILIATES, EXCLUSIVELY TO PROVIDE A POINT OF SALE GIFT/LOYALTY CARD PROGRAM AND/OR RELATED EQUIPMENT AND SERVICES, SUBJECT TO "TERMS AND CONDITIONS" AS DESCRIBED HEREIN. MERCHANT AGREES THAT THIS AGREEMENT SHALL REMAIN IN EFFECT SO LONG AS MERCHANT MAINTAINS A RELATIONSHIP WITH TENDERCARD™ AND/OR ITS AFFILIATES. APPLICATION IS ASSIGNABLE BY TENDERCARD™.

**Delivery:** Starter Kit will be shipped approximately three (3) to five (5) business days from the time TenderCard receives and approves Merchant's Application. Delivery time may vary.

**Terms And Conditions:** Merchant compliance with the terms of the Agreement, to include the Agreement in its entirety, is an express condition of TenderCard's obligation to Merchant; and TenderCard reserves for itself sole discretion to determine if Merchant has complied with the Terms and Conditions of this Agreement. In addition, Terms and Conditions of this Agreement, including the Agreement, may be changed by TenderCard upon ten (10) business days written notice. Such changes will supersede any previous Terms and Conditions. Merchant may terminate this Agreement upon such change(s) if such change represents a gross adverse effect upon the Merchant's business, solely by written notice of intentions to do so within ten (10) business days of TenderCard's notice of change. This Agreement constitutes the entire Agreement between Merchant and TenderCard and supersedes any prior Agreement, oral or written, between Merchant and TenderCard and/or its representative(s). Merchant agrees that failure by TenderCard to enforce any Terms or Conditions of this Agreement is not a waiver of any terms and conditions herein contained.

**Notice:** Any notice to or from the Merchant, under this Agreement, must be sent in writing to the address as specified in this Agreement.

**Artwork:** Artwork submitted by or created for Merchant may be used by TenderCard in marketing, advertising or in any other medium.

**Term Of Agreement:** The term of this Agreement shall commence on the date this Application is signed, and shall continue for two (2) years; and shall automatically renew for an additional period of one (1) year unless terminated by either party giving the other party written notice of intent not to renew at least ninety (90) days prior to the expiration date of the original term or any renewal thereof. Additionally, TenderCard may terminate this Agreement during the original term or any renewal term for any reason and without any penalty or liability (other than for any damages as a result of gross negligence by TenderCard, and for which TenderCard has been notified in writing by Merchant and has been given a reasonable time to remedy) by giving Merchant written notice at least thirty (30) days prior to such

termination. TenderCard may also terminate this Agreement immediately in the event Merchant has failed to fulfill any of its obligation under the terms hereof. In the event Merchant cancels services within the first 60 days of signing this Application, a fee of \$50.00 shall be assessed for early termination; and any early termination thereafter will be subject to a \$250.00 termination fee.

**Charges And Fees:** Are billed as incurred, as herein described within "Method of Payment."

**Indebtedness:** Should Merchant not satisfy any debt or obligation to TenderCard or an Affiliate, based upon contracts and/or agreements between Merchant, TenderCard and/or Affiliate, same as outstanding and unpaid balances to TenderCard, such debt is subject to 1 1/2% interest per month and/or to be satisfied pursuant to "METHOD OF PAYMENT" as herein described; and Merchant's services shall be subject to immediate interruption.

**Method Of Payment:** Upon execution of this Agreement by Merchant's authorizing signature, receipt hereby acknowledged, Merchant agrees to make payment in full for fees and/or indebtedness to TenderCard via electronic transfers from its designated bank account, and therefore authorizes its bank to charge such funds and to pay to TenderCard (or its' assignees) any such amounts.

**Terms Of Authorization:** The authorization to charge Merchant's bank account is the same as if Merchant had personally signed a check to TenderCard. This authorization will remain in effect until 1) written notification to TenderCard to end this agreement and a reasonable amount of time to act; or 2) TenderCard sends Merchant written notice that this Agreement will end in ten (10) days. A record of payments will be included in Merchant regular bank statement. In the event of an error, Merchant has the right to reverse any transfer. However, Merchant must notify their bank in writing within 45 days after such transfer was made. Merchant understands that bank acts only as a funds transfer agent. In the event of an error Merchant will reconcile directly with TenderCard.

**Venue:** This Agreement shall be interpreted under the laws of the Commonwealth of Massachusetts. Applicant agrees that the venue for the enforcement of the terms and conditions of this Agreement shall be Barnstable County, Massachusetts.

**Limitation Of Liability:** Notwithstanding anything in this Agreement to the contrary, in no event shall TenderCard, its affiliates or its directors, officers, employees, agents or subcontractors be liable under any theory of tort, contract, strict liability or other legal theory for lost profits, lost revenues, lost business opportunities, exemplary, punitive, special, incidental, indirect, or consequential damages, each of which is hereby excluded by agreement of the parties, regardless of whether such damages were foreseeable or whether any party or any entity has been advised of the possibility of such damages.