

Self-referral? ____ Yes ☒ No

Referral Partner Name: _____

Referral Partner Contact: _____



Merchant Set-Up Form

(MOF, LTL, ESS – Version 07.27.17)

Customer DBA Name: _____

Equipment	Quantity	Unit Price	Total Price		Rental Quantity	Rental Due Date
Select Terminal: <input type="checkbox"/> VX 520-EMV (Apple Pay) <input type="checkbox"/> VX 520-EMV (Non-Contactless) <input type="checkbox"/> VX 520-PIN Pad (Apple Pay) <input type="checkbox"/> Ingenico iCT220 (Apple Pay) <input type="checkbox"/> Dejavoo Z11 <input type="checkbox"/> Pax S80 <input type="checkbox"/> Pax S300 <input type="checkbox"/> Miura M010 w/cradle <input type="checkbox"/> Pax S300 <input type="checkbox"/> Swap fee: terminal						
Select PIN Pad: <input type="checkbox"/> Verifone Vx805 (Apple Pay) <input type="checkbox"/> Ingenico iPP310/iPP32 (Apple Pay) <input type="checkbox"/> Swap fee: PIN pad						
Select Wireless Terminal: <input type="checkbox"/> Pax S90 w/SIM card & data <input type="checkbox"/> Dejavoo Z9 w/SIM card & data						
Select Mobile Terminal: <input type="checkbox"/> Clover Go Bluetooth/NFC <input type="checkbox"/> Clover Go EMV <input type="checkbox"/> Swipe Simple Bluetooth <input type="checkbox"/> Swipe Simple EMV <input type="checkbox"/> USAePay non-EMV <input type="checkbox"/> USAePay EMV <input type="checkbox"/> Process Now non-EMV						



Select Software/Gateway: (circle)

Tgate/BridgePay Blackline **Velox Retail/PayWorks** Velox Ecomm/NMI Velox Combo TXP

Paytrace – email inv./API USAePay EPN Point PayNow Authorize.net

Paytrace – cart/PayNow Paytrace – cart/PayNow/email inv./API Swipe Simple* Other

Software/Gateway Pricing:	Monthly Fee: \$10/terminal	Per Transaction: \$.06	Per Batch:	Set Up Fee: \$0
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Shipping Charges	Next Day	2 nd Day	Ground	Total
<i>Ships from CA. Orders must be placed by 1pm PST M-F</i>				
Shipping Pricing: Continental 48 states: Ground = \$15, 2 nd Day = \$50, Next Day = \$100 Alaska and Hawaii: Ground = \$50, 2 nd Day = \$85, Next Day = \$150				

Set-up Details:

Date and Time of Installation:		Equipment owned by:	<input type="checkbox"/> Merchant <input type="checkbox"/> 360 Payments
Installation Point of Contact Name: Phone Number:		Connectivity type:	<input type="checkbox"/> Dial <input type="checkbox"/> IP
Auto Close Time:		Batch settlement type:	<input type="checkbox"/> Detailed <input type="checkbox"/> Summary
Customer Receipt:	<input type="checkbox"/> Auto <input type="checkbox"/> Prompt		



replace, or correct (which may include refunding the purchase price to the customer upon inspection of the returned equipment by 360P) any defect reported to 360P so long as Merchant is a current and actively processing Merchant of 360P. All repairs performed under the Repair & Warranty must be conducted by an authorized 360P service representative. The Repair Warranty shall be invalidated upon inspection and discovery of damage resulting from misuse, including but not limited to damage resulting from dropped equipment, liquid spills, and electrical surges. Additional service charges may arise from excessive cosmetic damage beyond normal wear and tear. Additionally, the Repair Warranty shall not cover lost or stolen equipment or if the equipment is programmed to another merchant provider other than 360P.

IN NO EVENT SHALL 360P BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, REVENUE, OR USE INCURRED BY CUSTOMER OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT, OR TORT, OR OTHERWISE EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Disclaimer of All Warranties: 360P disclaims all warranties, express or implied, including but not limited to the implied warranties or fitness for a particular purpose and merchantability. 360P shall have no liability in contract, tort, negligence or otherwise to Merchant or any other third party arising out of any of products or services provided under this Agreement. 360P shall not be liable to Merchant or any third party for any liquidated, indirect, consequential, exemplary or incidental damages (including damages for loss of business profits, business interruption, loss of business information, and the like) arising out of this Agreement even if 360P has been advised of the possibility of such damages.

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 agreed to in writing by both parties. The parties hereby agree that any suit 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 Santa Clara County, California. This Agreement may be executed in two or more counter- parts, by fax, or by e-mail, each of which shall be deemed an original, all of which together shall constitute one and the same instrument.

Terms & Conditions for Rental:

This Placement Agreement ("Agreement") is made effective as of the date below by and between 360 Payment Solutions, Inc., with its principal place of business at 90 Railway Ave. Campbell, CA 95008 ("360PS") and the entity and/or individual whose name and address are set forth below ("Merchant").

1. Equipment. Merchant hereby appoints 360PS to be the exclusive provider of merchant accounts, equipment and related goods and services that allow businesses to process credit card, debit and automated clearing house transactions (the "360PS Services") to Merchant and Merchant shall not process credit cards through any competitor of 360PS.

360PS shall provide to merchant for free equipment ("Equipment") as determined by 360PS. Merchant assumes all risk for damage to the Equipment. If the equipment provided from 360PS malfunctions due to a manufacturer defect (please see below Lifetime Warranty Rules & Regulations), 360PS will replace it with an equal or lesser valued equipment as long as the merchant is a current and actively processing merchant of 360PS. 360PS will cover the cost of ground shipping for any replacements. Merchant is responsible for cost of shipping as set forth on this agreement if merchant would like replaced equipment quicker and hereby agrees to pay up to \$100 to overnight ship a replaced terminal. Merchant is also responsible to ship terminal in need of repair to 360PS located at 90 Railway Ave. Campbell, CA 95008 within 5 business days. 360PS will provide a shipping label and cover the cost, but if Merchant does not ship terminal back to 360PS within 5 business days from time of receiving replacement, Merchant authorizes 360PS to debit the value of equipment as designated on this agreement from any checking, savings, credit card, or any other type of account provided by Merchant to 360PS.

2. Term and Termination. The initial term of this Agreement shall be in effect for as long as the 360 merchant agreement is in effect, commencing on the date set forth below.

360PS may cancel this Agreement for any reason, or no reason at all, by providing Merchant with three (3) days notice. Upon any termination of this Agreement, or if Merchant terminates its Merchant Agreement with 360PS, Merchant must return the Equipment to 360PS within three (3) days. In the event Merchant fails to return the Equipment upon request by 360PS, or within three (3) days from termination of Merchant's Merchant Agreement with 360PS or returns any Equipment which is damaged, defective, malfunctioning, or is not in good working order, Merchant shall purchase the Equipment for the full retail price plus applicable sales tax of the Equipment. Merchant hereby authorizes 360PS to debit any charges due by Merchant under this Agreement from any checking, savings, credit card or any other type of account provided by Merchant to 360PS.

3. Lifetime Warranty Rules & Regulations. The Repair & Warranty is subject to the proper installation, operation, and maintenance of the equipment in accordance with any original equipment manufacturer installation instructions or operating manual. 360PS's sole obligation under the foregoing warranty is, at 360's option, to repair, replace, or correct any defect reported to 360PS so long as Merchant is a current and actively processing Merchant of 360PS. All repairs performed under the Repair & Warranty must be conducted by an authorized 360PS service representative. The Repair Warranty shall be invalidated upon inspection and discovery of damage resulting from misuse, including but not limited to damage resulting from dropped equipment, liquid spills, and electrical surges. Additional service charges may arise from excessive cosmetic damage beyond normal wear and tear. Additionally, the Repair Warranty shall not cover lost or stolen equipment or if the equipment is programmed to another merchant provider other than 360PS. If any of the above occurs to the equipment, Merchant agrees to pay full retail price plus applicable sales tax.

4. Disclaimer of All Warranties. 360PS disclaims all warranties, express or implied, including but not limited to the implied warranties of fitness for a particular purpose and merchantability. 360PS shall have no liability in contract, tort, negligence or otherwise to Merchant or any other third party arising out of any of products or services provided under this Agreement. 360PS shall not be liable to Merchant or any third party for any liquidated, indirect, consequential, exemplary or incidental damages (including damages for loss of business profits, business interruption, loss of business information, and the like) arising out of this Agreement even if 360PS has been advised of the possibility of such damages.

5. 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, nor any waiver of any rights hereunder, shall be effective unless assented to in writing by both parties. Should suit or arbitration be brought to enforce or interpret any part of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fee and costs, including expert witness fees and fees on any appeal. The parties hereby agree that any suit to enforce any provision of this Agreement or arising out of or based upon this Agreement of the business relationship between the parties hereto shall be brought in Santa Clara County, CA. 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.

6. Personal Guaranty. The undersigned unconditionally and irrevocably guaranties to 360PS the prompt payment and performance of the terms and conditions outlined in this Agreement. This Guaranty is a guaranty of payment and not merely one for collection.

7. Return of Equipment. If rented items are not returned within seven (7) days of due date, there will be a \$500 fee charged per overdue item.

Terms & Conditions for Software/Gateway:

Software/gateway fees are non-refundable. * Additional Swipe Simple users billed at \$5 per user. Only one user per location/merchant ID.

Terms & Conditions for Cost Conversion Agreement:

1. Conversion or Termination Fees. Merchant hereby appoints 360P to be the exclusive provider of merchant accounts, equipment and related goods and services that allow businesses to process credit card, debit and automated clearing house transactions (the "360P Services") to Merchant and Merchant shall not process credit cards through any competitor of 360P. 360P shall provide to merchant costs ("Costs") associated to Merchant from previous processing company or from merchant's POS to convert from previous provider to 360P. Merchant must supply invoice or bank account statement to show 360P Costs incurred before 360P funds Merchant.

2. Term and Termination. The initial term of this Agreement shall be for a period of three (3) years, commencing on the date first set forth below. This Agreement shall thereafter be automatically renewed for additional terms of one (1) year each unless either party notices the other no later than thirty (30) days prior to the end of the current term that it does not wish to renew this Agreement. 360P may cancel this Agreement for any reason, or no reason at all, by providing Merchant with seven (7) days notice. If Merchant violates any of the terms and conditions of this Agreement, including, but not limited to, by ceasing processing payments with 360 PS, then 360P may charge a termination fee in the amount of the Costs. Merchant hereby authorizes 360P to debit any charges due by Merchant under this Agreement from any checking, savings, credit card or any other type of account provided by Merchant to 360P.

3. Disclaimer of All Warranties. 360P disclaims all warranties, express or implied, including but not limited to the implied warranties of fitness for a particular purpose and merchantability. 360P shall have no liability in contract, tort, negligence or otherwise to Merchant or any other third party arising out of any of products or services provided under this Agreement. 360P shall not be liable to Merchant or any third party for any liquidated, indirect, consequential, exemplary or incidental damages (including damages for loss of business profits, business interruption, loss of business information, and the like) arising out of this Agreement even if 360P has been advised of the possibility of such damages.

4. 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. Unless written in notes section below, no amendment or modification to this Agreement, nor any waiver of any rights hereunder, shall be effective unless assented to in writing by both parties. Should suit or arbitration be brought to enforce or interpret any part of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, including expert witness fees and fees on any appeal. The parties hereby agree that any suit 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 San Jose, California. 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.

Costs to be paid on behalf of merchant by 360: _____ **Initial here:** _____