



## Terminal Rental Program



# HYPERCOM M4230 WIRELESS TERMINAL

The Hypercom M4230 is a flexible, lightweight, handheld terminal that enables fast, secure, error-free transactions for on-the-go merchants.

**\$30/month**

This Agreement is a contract between the Merchant named below and Ameribanc National, LLC. ("ABN").

Merchant has accepted the Hypercom M4230 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 ABN.

Merchant agrees to license the use of the Equipment from ABN for a minimum of three (3) consecutive months. Merchant shall pay the license fee of \$30 on the Equipment on a monthly basis, plus applicable sales or use taxes, beginning in the month the Equipment is received by Merchant, and continuing until the equipment is returned by Merchant. Merchant agrees that the Equipment is the property of ABN, and must be returned in good and working condition within ten (10) days of the termination or expiration of the Merchant Account with ABN or the failure to pay the monthly fee as required. If the Equipment is not returned within ten (10) days, Merchant agrees to pay the equipment value of \$750. In addition, Merchant agrees to be responsible for any damage to the Equipment as a result of misuse or negligence. Merchant authorizes ABN to collect amounts due under this Agreement with all other fees due under the Merchant Credit Card Processing Agreement.

Merchant agrees to indemnify and hold ABN 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.

Merchant understands that ABN agrees to provide free overnight delivery of replacement equipment, fully programmed and ready to use, up to but not exceeding twice yearly, and that each additional incident will incur a fee of \$99.

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

**Merchant Owner/Partner/Officer:**

Print Name

Signature

Date

Title

Quantity Ordered

Merchant MID (if currently processing with ABN)

The undersigned, who will derive a material benefit from the above Agreement between Merchant and ABN, hereby guarantees to ABN, 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