



Merchant Acknowledgement Agreement

Phone: 877.265.5753 Fax: 424.772.3515

EQUIPMENT LEASE/PURCHASE DETAILS		PROCESSING AGREEMENT DETAILS	
Equipment Type:		Per Item & Retail Qual Discount:	
Pin Pad:		Per Item & Retail Mid-Qual Discount:	
Equipment Lease Terms:	_____ mos. X \$ _____	Per Item & Retail Non-Qual Discount:	
Shipping Fee:	Waived	Flat Rate:	
Set-Up Fee:	\$149.99	Per Item and MOTO Discount:	
Equipment Rental:	_____ mos. X \$ _____	Equipment Purchase:	\$ _____
*Payoff Amount: \$ _____		*Payoff will be reimbursed to merchant after 90 days of successful processing.	
Special Instructions:			

Rate Guarantee and Prior Processing Cancellation Responsibility

Processing discount rates are locked in for the term of the credit card processing equipment lease and/or the electronic processing agreement (the "Agreements") subject to ongoing compliance with card acceptance guidelines and provided the agreements are not in default, notwithstanding adjustments to pass through interchange fees, dues and assessments from card regulatory associations. Merchant accepts all responsibility for cancellation of prior processing services, and understands that it is solely the Merchant's responsibility to cancel all prior services and Merchant accepts responsibility for any termination or cancellation fees and agrees to hold harmless TransMerit Payment Services, LLC ("TransMerit") from any and all financial obligation related to prior processing agreements and equipment lease contracts, unless otherwise agreed to in writing. Merchant understands that the purchase or lease of equipment is a separate and independent transaction from the Merchant's desire for electronic payment processing services and that the Agreements, and this agreement, are mutually exclusive of each other. Merchant further agrees that due to the customized nature of the equipment, TransMerit will not be responsible for any refund or return of any equipment. Merchant further acknowledges that TransMerit shall have no liability regarding the reprogramming, integration or servicing of any Point of Sale equipment ("POS") in the Merchant's possession before executing this Agreement.

TransMerit ISO/MSP Statement

TransMerit is an Independent Sales Organization/Merchant Service Provider (ISO/MSP) of Fifth Third Bank that is broker and third party beneficiary to the Agreements with a one time or ongoing economic interest in the Agreements. TransMerit does not claim or represent that it is the manufacturer, servicer, underwriter, or is in any way affiliated whatsoever with the other parties to the Agreements notwithstanding its economic interest in the Agreements, unless otherwise set forth in writing.

Agreement Exclusiveness

Due to the mutually exclusive nature of the Agreements and the separate desire for services, Purchaser may use the equipment with other providers and is not required to use leased equipment with TransMerit processing services.

Warranties, Remedies, and Arbitration

TransMerit warrants that equipment leased or purchased by Merchant (used interchangeably with "Purchaser") shall be free of defect and complies with industry standards.

The Agreements, and each of them, shall be deemed in default, including but not limited to, any Agreement having a past due balance of greater than ten (10) calendar days, a Merchant's failure to produce documents necessary for the performance of the Agreements or failure to reasonably cooperate with TransMerit's requests to perform the Agreements, the Merchant's failure to verbally confirm terms of the contracts at time of delivery of equipment pursuant to third party verification efforts, no processing activity for six (6) months, or any and all events of default under the material terms of the agreements in which TransMerit has an economic interest. In the event of default or early termination of processing contract, and notwithstanding anything to the contrary set forth herein, Merchant/Purchaser shall be responsible for an amount of liquidated damages equal to all monthly fees due for the remainder of the existing term, including all monthly minimum fee commitments, plus an equipment/de-conversion fee of \$299 and in no case shall be less than \$499. In the event a Purchaser defaults on an equipment lease contract brokered by TransMerit, an amount shall be due to TransMerits for seventy percent of the remainder of the monthly base payments for the existing term, not including taxes, insurance, attorney's fees, or collection costs. The Agreements shall remain in full force and effect for an initial term of three (3) years for processing agreements and a term of four (4) years for equipment lease agreements. Amounts due by Merchant to TransMerit are to be drafted electronically from Merchant/Purchaser's account referenced below and in the Agreements, or from account on file, immediately on or after the effective date of termination or default. If the Purchaser's account does not contain sufficient funds for the debit amount Merchant shall pay TransMerit the amount due immediately. The payment of accelerated monthly fees as described herein is not a penalty, but rather is hereby agreed to by the parties to be a reasonable amount of liquidated damages to compensate TransMerit for its termination expenses and all other damages it may occur due to Merchant's default event for which such amounts would be payable. Such amounts shall not be in lieu of but in addition to any payment obligations for services already provided hereunder (or that TransMerit may continue to provide), which shall be an additional cost, and any and all other damages to which TransMerit may be entitled hereunder. Upon termination of the Agreements, including this agreement, any equipment provided by TransMerit not leased through any third parties or purchased must be returned immediately at Merchant's expense. Merchant has read and accepted the above material terms and understands that rates and processing fees area guideline for monthly billing and in no way constitutes a guarantee of savings. Failure to verbally confirm all material terms at time of delivery of equipment will require payment in full of all outstanding payments due. Any funds due shall be electronically withdrawn from Merchant's account indicated below or otherwise on file in accordance with attached ACH Authorization Form. Merchant understands that they will be liable to pay a Non-sufficient Funds (NSF) fee of \$25.00 (or the amount allowable by law), which may be automatically debited for each NSF fee. The material terms of this agreement shall be binding when executed in writing and shall be governed by the laws of the State of California. Purchaser consents and submits to the Exclusive and Mandatory Jurisdiction of San Diego County California, and expressly agrees to such forum for the initiation of any and all suits, actions, or proceedings arising out of the Merchant/Purchaser's obligations hereunder.

Business Name:		Business Phone #:	
Address:		City, State & Zip:	
Bank Routing #:		Bank Account #:	
Merchant Signature:	X _____	Agent Signature:	X _____
Date:		Date:	