

Terms & Conditions for the ProMedia Service Agreement for Poynt Terminals and Related Equipment:

Updated: July 1ST 2017

This ProMedia Poynt Service Agreement (Agreement) is a contract between the Merchant named in this Agreement and ProMedia, LLC (ProMedia). Merchant and ProMedia agree to the full Terms & Conditions to this Agreement which are available on our website at: www.poyntprocessing.com/terms. Merchant agrees and understands to be bound by these Terms & Conditions, as posted on the aforementioned website. ProMedia reserves the right to amend these Terms & Conditions upon 30 (thirty) days notice to Merchant. Continued use of the service provided under this Agreement after those 30 (thirty) days constitutes Merchant's acceptance of the amended Terms & Conditions.

CREDIT CARD PROCESSING THROUGH PROMEDIA'S POYNT TERMINALS: Merchant understands and agrees that the merchant services account that processes credit cards through the equipment related to this Agreement may ONLY process via a processor authorized and approved by ProMedia. Merchant cannot use their own processor through the equipment related to this Agreement. This Agreement is SEPARATE from any merchant services processing agreement the Merchant may have in place with ProMedia or anyone else. As such, should Merchant close its processing account with ProMedia, and/or ProMedia's preferred processor for any reason or no reason at all, or close their business, this Agreement remains in force, valid, and stays in place, with all amounts due payable to ProMedia.

TERM: The Term of this Agreement is 36 (thirty-six) months after execution of this Agreement. Merchant agrees to pay the monthly service fee, listed below, for the entire 36 (thirty-six) month period. Merchant may cancel this agreement upon 30 (thirty) days notice and hereby agrees to pay the LESSER of the following, in order to terminate the Agreement: The LESSER of the total monthly service fee amount multiplied by the number of unpaid months left in the Agreement, OR the cumulative amount of \$699 (six hundred ninety-nine dollars) for each Wifi enabled Poynt terminal related to this Agreement, in addition to \$799 (seven hundred ninety-nine dollars) for each 3G enabled Poynt terminal related to this Agreement, in addition to \$150 (one hundred fifty dollars) for any cash drawer related to this Agreement, plus \$150 (one hundred fifty dollars) for any external printer related to this Agreement. Merchant understands these amounts are guaranteed by the Merchant, as well as the signer, personally. If ProMedia is unable to properly collect these fees according to a regular monthly schedule, Merchant understands and agrees the account may be considered a delinquent debt and pursued as such, including but not limited to, reporting as a negative account on the business' credit as well as the signer's personal credit, to any credit reporting agency or bureau, and/or referring the account to a collection agency in ProMedia's sole discretion. Upon completion and proper and timely payment of ALL funds related to this Agreement, Merchant may continue processing via the related Poynt terminal(s) at a monthly rate of \$20.00 (twenty dollars) per month. At that point, and after fulfillment of this Agreement (including all monthly service fees for 36 months having been properly paid), service related to the Poynt terminal may be canceled by Merchant at any time, upon 30 (thirty) days written notice. NOTE: Upon completed and proper and timely payment of ALL funds related to this Agreement, including such for equipment accessories such as cash drawer or external printer, Merchant may keep and continue to use such equipment accessories at no additional cost.

PAYMENT AND COLLECTION OF SUCH: Merchant hereby grants full access and rights to ProMedia to collect any and all payments related to this Agreement via ACH/Debit, as stated in the Agreement. The Agreement has been executed on behalf of and by the authorized management of each party as of the date specified. Merchant authorizes ProMedia and/or its bank in accordance with this Agreement, to initiate Debit/Credit entries to Merchant's checking account, as indicated per the information listed below. If necessary, and to enforce the terms of the Agreement, this authority is to remain in full force and effect until (A) ProMedia has received written notification from Merchant of the change bank account in such as to afford ProMedia and its bank reasonable opportunity to act on it, and (B) all obligations of Merchant to ProMedia/Bank that have arisen under the Agreement have been paid in full.

EQUIPMENT WARRANTY AND REPLACEMENT: Merchant understands and agrees that Poynt terminals come with a one year equipment warranty. **Such warranty does NOT cover any damage or malfunction related to misuse or negligence, including, but not limited to, lightning strike or electrical surge damage, physical damage, or water damage.** If equipment fails under the one year warranty, ProMedia agrees to replace the equipment with similar equipment, provided faulty equipment is returned to ProMedia at Merchant's expense. ProMedia agrees to ship replacement terminal, if covered by the one year warranty via regular Ground Shipping, upon receipt of defective equipment. Merchant may purchase additional protection via a separate Replacement Plan contract. Merchant understands and agrees that completion of this Agreement must be made, including but not limited to, payment of all funds related to the Agreement, regardless of the operation, or lack thereof, of the Poynt terminal(s).

INDEMNIFICATION: Merchant agrees to indemnify and hold ProMedia 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, misuse, or nonuse of the equipment or Poynt terminal related to the Agreement.

LIMIT OF LIABILITY: ProMedia's maximum liability is limited to the amount of total monthly Service Fees paid by Merchant related to this Agreement.

SEVERABILITY: All representations, warranties and covenants herein shall survive the execution and delivery of this Agreement, and shall continue in full force and effect until such time as all obligations under this Agreement have been satisfied. If any provisions of this Agreement are invalid, illegal or unenforceable, the remaining provisions shall not be affected in any manner.

GOVERNING LAW, JURISDICTION, AND EXCLUSIVE LEGAL VENUE: THIS AGREEMENT AND ALL TERMS AND CONDITIONS, INCLUDING ALL ISSUES CONCERNING THE VALIDITY OF THIS AGREEMENT, THE CONSTRUCTION OF ITS TERMS AND CONDITIONS, AND THE INTERPRETATION, PERFORMANCE AND ENFORCEMENT OF THE RIGHTS AND DUTIES OF MERCHANT AND EACH GUARANTOR OF MERCHANT'S OBLIGATIONS HEREUNDER (COLLECTIVELY, THE "MERCHANT PARTIES"), AND OF PROMEDIA, SHALL BE GOVERNED BY AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF MISSISSIPPI, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS THAT WOULD REQUIRE THE APPLICATION OF ANY OTHER LAW. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, MERCHANT PARTIES AND PROMEDIA AGREE THAT THE LAWS OF THE STATE OF MISSISSIPPI SHALL GOVERN THE ENTIRE RELATIONSHIP BETWEEN AND AMONG THEM, INCLUDING WITHOUT LIMITATION, ALL LEGAL ACTIONS ADDRESSING, RELATING TO OR TOUCHING UPON ANY ELEMENT OF THIS CONTRACT, SUMS DUE, CONDUCT ALLEGED, INTERPRETATION OF TERMS OR ANY OTHER CONTRACTUAL LEGAL OBLIGATION SET OUT HEREIN, WHETHER IN LAW OR EQUITY, MAY ONLY BE IN A COURT OF APPROPRIATE JURISDICTION IN **RANKIN COUNTY, MISSISSIPPI**. RANKIN COUNTY, MISSISSIPPI SHALL ACT AS THE EXCLUSIVE VENUE OF ALL SUCH ACTIONS AND ANY FILING OUTSIDE THEREOF MUST BE IMMEDIATELY DISMISSED WITHOUT PREJUDICE. THIS INCLUDES ALL ISSUES OR CLAIMS ARISING OUT OF, RELATING TO, IN CONNECTION WITH, OR INCIDENT TO THIS AGREEMENT, WHETHER SUCH CLAIMS ARE BASED IN TORT, CONTRACT, OR ARISE UNDER STATUTE OR IN EQUITY. PROMEDIA AND THE MERCHANT PARTIES ACKNOWLEDGE AND AGREE THAT THIS AGREEMENT IS MADE AND PERFORMED IN THE STATE OF MISSISSIPPI.

RATIFICATION AND CONSENT: This Agreement shall not constitute a contract until fully executed by all parties hereto. In any circumstance under this Agreement where the consent or waiver of ProMedia is required or contemplated, such consent shall be made in ProMedia's sole and unfettered discretion.

COUNTERPARTS AND REPRODUCTIONS: This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall constitute one instrument. Facsimile or scanned copies of signatures to this Agreement shall be deemed to be originals, and the parties may rely upon such facsimile or scanned copies to the same extent as the originals.

NOTICES: Unless otherwise specified herein, any notices or other communications required or permitted hereunder shall be sufficiently given only if in writing and (i) delivered personally with signed receipt, (ii) sent by UPS, Federal Express or DHL, (iii) sent by certified mail (postage prepaid with return receipt requested) to the address of ProMedia set forth below or (iv) communicated by e-mail, with delivery receipt, to the e-mail address set for below. Such notices or other communications shall be deemed received (i) on the date delivered, if delivered personally, (ii) on the business day after being sent by an internationally recognized overnight air courier, (iii) five (5) days after being sent, if sent by first class registered or certified mail, return receipt requested or (iv) on the date communicated by e-mail.

To Merchant:

Business and/or personal name and address indicated in the Agreement.

To: ProMedia

ProMedia, LLC
ATTN: Notices
4209 Lakeland Dr, Ste 326
Flowood MS 39232
Email: Sales@ProMediaLLC.net

Notices to any other locations, to any other individuals or by any other communication method do not comply with the terms of this agreement and are void as a matter of law.

COSTS AND EXPENSES: ProMedia shall be entitled to recover from Merchant all reasonable costs and attorneys' fees associated with and/or resulting from the enforcement of its rights and remedies under this Agreement or at law. Any payments under an indemnity obligation shall include all the foregoing costs and expenses, as well as interest thereon at the applicable statutory rate of interest from the date the indemnity obligation is due until the indemnity obligation shall be paid.

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