

Gift Card USA Merchant Setup Form

Please Print Clearly – Fax to 215-489-7880

Customer Information:

Company Name		Legal Name (If Different)
Street Address		
City	State	Zip Code
Company Phone	Company Fax	Contact Email
Contact Name		

Program Information:

Please Check One:

- Gift Card Program Loyalty Card Program Both Gift and Loyalty

Select Program:

- Program A – Starter Package – (100 Standard Cards for \$199.00)
 Program B – Custom Package – (1000 Custom Cards for \$500.00)
 Program C – Smaller Quantity Custom Packages:
 250 Custom Cards for \$300.00
 500 Custom Cards for \$400.00
 Program D – Both Gift and Loyalty – (500 Gift & 1000 Loyalty - \$900.00)
 Other – Please Call to Discuss

Monthly Pricing Structure:

Please Select One Pricing Program:

- Transaction Fee Pricing - \$15.00 per Month + 15 Cents per Transaction
 Level 1 - \$19.00 – Up to 100 Transactions per Month
 Level 2 - \$29.00 – Up to 250 Transactions per Month
 Level 3 - \$39.00 – Unlimited Transactions
 Other – Please Call to Discuss

Note - Overage on Levels 1 and 2 is 15 Cents per Transaction

Special Services:

Included in All Programs

- Free Web Terminal
- Free Online Balance Checker
- Free Email Marketing Module
- SMS Text Messaging Module – 12 Cents per Message Sent

Processing Equipment:

Please Note Your Selected Method

- I already own compatible equipment. Describe: _____
- I need to buy a terminal from Gift Card USA. Describe: _____
- I plan to just use the Free Web Terminal.

Please Select Your Method of Processing

- Dialup using a Phone Line IP via the Internet

Method of Payment:

Credit Card or Check Accepted for Payment of Startup Costs

_____/_____/_____/_____
Credit Card Number Expiration Date CVV Code from Card Back Bill to Street Number and Zip Code

Checking Account Required for Monthly Fees

_____/_____/_____
ABA Routing Number (9 Digits) DDA Account Number Please Fax Voided Check to 215-489-7880

By signing below I agree to the pricing set forth above on pages 1 and 2 of the Merchant Setup Form as well as the Terms and Conditions on pages 3 and 4.

X _____
Owner / Officers Signature

Print Name

Title

Date

Gift Card USA Merchant Setup Form and Terms and Conditions

This Merchant Terms and Conditions, referred to as the Agreement, is entered into between the Gift Card USA division of Credit Card Processing Services, Inc. (CCPS), a Pennsylvania corporation and the merchant (Merchant) that executed the Merchant Setup Form and is effective as of the execution date of the Merchant Setup Form.

I. SERVICES

1.1 Refers to the services provided by CCPS and is subject to the terms and conditions set forth in this Agreement. CCPS and its affiliated network processing center shall provide for the electronic processing of Gift Cards, Loyalty Cards, Prepaid Cards, and related services as agreed to in the Merchant Setup Form.

1.2 CCPS and the Merchant shall comply with all federal, state and local laws and regulations relating to this Agreement, including consumer protection, financial transaction and escheatment laws and acknowledges that CCPS is not responsible for Merchant's compliance with escheatment or other laws and agrees to wholly indemnify CCPS for all related liabilities.

II. FEES

2.1 Fee Schedule. In consideration for the performance of the services by CCPS, the merchant agrees to pay to CCPS the fees and other charges set forth on the Merchant Setup Form. The Merchant authorizes payment of the fees and charges by collection through direct debit of Merchant's bank account via the Automated Clearing House (ACH) on a monthly basis, and all fees and charges will be due and payable on the date of transfer of funds. CCPS may increase or decrease the fees and other charges set forth on the Merchant Setup Form with 90 days written notice without the consent of the Merchant, provided that in the event of an increase of the fees and charges, the Merchant may exercise its termination rights. In the event that Merchant does not pay CCPS in full all of the fees and charges owed in a timely manner (30 – 60 days) then CCPS shall have the right to temporarily deactivate or permanently terminate the Merchant's ability to process immediately.

III. SYSTEM CONNECTION

3.1 Specifications. Upon the written acceptance of the Merchant Setup Form and this Processing Agreement, CCPS will supply the Merchant with a copy of its information and procedures for enabling it to communicate with the Card Processing Network. The Merchant understands that such information and procedures may be

amended by CCPS as changes or enhancements are made to the Processing Network.

3.2 Down System. Although the track record of the card processing network has achieved approximately 99.9% uptime, the Merchant understands that technical glitches are always possible with technology which may be out of our control and as a result the Merchant acknowledges that CCPS shall not be responsible for lost profits or sales due to the malfunction of the Card Processing Network and will wholly indemnify and hold harmless CCPS from and against any and all damage, loss, liability, consequential damage, expense, claim or obligation arising in connection therewith.

IV. CONFIDENTIALITY

4.1 Confidential Information. Both parties acknowledge and agree that during the term of this Agreement that each party may have access to and become associated with information concerning the other party and agrees not to disclose the other party's confidential information during the term hereof or thereafter to any other person or entity. This precludes the ability of CCPS to use the Merchant's company name in marketing, promotional, advertising, and as a reference in promoting CCPS' business.

V. INDEMNIFICATION AND LIMITATION OF LIABILITY

5.1 Indemnification. CCPS and Merchant agree that they shall each indemnify and hold harmless the other party and its officers, directors and shareholders, from any and all loss, cost, expense, claim, damage and liability (including attorney's fees and court costs) paid or incurred by any one or more of them, to the extent that it arises from, is caused by, or is attributable to (i) the failure by such party or its representatives to abide by the provisions of this Agreement, (ii) the violation by such party or its representatives, of any applicable laws, regulation or court order relating to this Agreement, or (iii) gross negligence, willful misconduct or any act or omission by such party or its representatives.

5.2 Limitation of Liability. Neither CCPS nor Merchant's cumulative liability for all losses, claims, suites, breaches, or damages for any cause whatsoever and regardless of this form of action or legal theory, shall exceed the amount of fees and charges incurred by Merchant to CCPS pursuant to this Agreement for services performed in the immediately preceding 3 months.

5.3 Employee Responsibility. The Merchant shall be responsible for the actions of any employees while acting in the Merchant's employ.

5.4 Customer Interaction. All disputes involving the goods and services purchased with a Stored-value card will be settled between the Merchant and the cardholder. You agree to indemnify and hold CCPS harmless from any claim or liability relating to such dispute.

VI. TERM and TERMINATION

6.1 Term. This agreement shall commence on the date set forth in the Merchant Setup Form and shall continue on a month to month basis. This Agreement shall automatically renew each month under the same terms as the previous month.

6.2 Termination by Merchant. The merchant may terminate this agreement for any reason at any time with 90 days written notice to CCPS. At this point CCPS, at its' option, may or may not elect to stop processing for the Merchant for the remainder of the term and will at its' option cease charging fees for service not performed at the end of that month.

6.3 Termination by CCPS. The Merchant understands and agrees that this Agreement may be terminated immediately for "good cause" by CCPS. For the purposes of this Agreement "good cause" shall mean (i) a material breach of this Agreement by the Merchant, (ii) failure to pay at the time specified any fees, charges or other amounts owed by the Merchant to CCPS in accordance with the terms of this Agreement, or (iii) the violation of any law or regulation applicable to the Merchant that has an adverse effect upon the operation of the processing system.

6.4 Effect of Termination. The Merchant is obligated to immediately pay CCPS any fees and charges incurred by the Merchant prior to the effective date of the termination.

6.5 Termination Rights Related to Card Data. From the effective date of termination the Merchant shall have 15 days to retrieve and compile any of their own card data and customer records. After 15 days at its' option CCPS may purge the entire Merchant's records from the Card Processing Network.

VII. PROPRIETARY INTEREST

7.1 Proprietary Interest. The Merchant shall have no interest whatsoever, including copyright interests, franchise interests, license interests, patent rights, property rights or other interest in the services provided by CCPS. This agreement shall not be construed as granting to the Merchant any patent rights or patent license which CCPS or its network associates may obtain in respect to the services or CCPS' software or equipment. The Merchant will make no attempt to duplicate or otherwise ascertain the components, circuit diagrams, logic diagrams, flow charts, source and object code, schematics or operation of, or otherwise attempt to reverse engineer any CCPS provided equipment or software.

VIII. MISCELLANEOUS

8.1 Entire Agreement. This agreement, together with the Merchant Setup Form and all matters incorporated by reference herein, constitutes the entire Agreement between the parties and supersedes all previous negotiations,

commitments and writings, including any and all representations made by agents, resellers and representatives of CCPS.

8.2 Amendments and Waivers. CCPS may amend this Agreement in its sole discretion at any time whatsoever, including amending the fees and charges. No course of dealing or failure by a party to enforce any provision of or exercise any right under this Agreement shall constitute a waiver of such provisions or right or affect the validity of this Agreement, or limit or impair the right of a party to subsequently enforce such provisions or exercise such right.

8.3 Assignability. Either party may, without restriction, assign its rights or delegate its duties under this Agreement.

8.4 Applicable Law. This agreement shall be governed by the laws of the Commonwealth of Pennsylvania. All parties hereto agree that the exclusive venue for any and all proceedings relating to this Agreement shall be in the state or federal courts located in Bucks County, Pennsylvania.

8.5 Notice. All notices or other communications required under this Agreement shall be effective when sent and received by U.S. Express Mail, Emailed with return Email confirmation, or sent by overnight courier. Notices to the Merchant shall be sent to the address on the Merchant Setup Form or other valid address subsequently provided. Notices to CCPS shall be addressed and delivered to Credit Card Processing Services, Inc., Bailiwick Office Campus, 252 W. Swamp Road, Suite 53-B, Doylestown, PA 18901.