

Gift & Loyalty Card Program | Merchant Agreement

Bankcard MID#: _____ ISO Name: _____ ISO#: _____ Sales Agent: _____

LOCATION INFO

Legal Name: _____

DBA Name: _____ Phone: _____ Fax: _____

DBA Address: _____ City: _____ State: _____ Zip: _____

Mail Address: _____ City: _____ State: _____ Zip: _____

New location Multi location Corporate reporting Multi Program GIFT LOYALTY Special Program(cvc, sac, etc.)

PRINCIPAL INFO

Name(Print): _____ Title: _____ Email: _____

Social Security#: _____ Phone: _____ % Equity Ownership: _____

Principal Address: _____ City: _____ State: _____ Zip: _____

FEES	Monthly Service Fee Per Location	Transaction Fee	Package Cost	Discount Rate	ALL MERCHANTS: Additional \$5.00 Monthly Fee Applies If Not Processing Transactions For 90 Consecutive Days.
	\$ _____	\$ _____	\$ _____	_____ %	

PROGRAM OPTIONS AND CARD DESIGNS

PreDesigned

INTRODUCTION 30 Loyalty Program NOT Applicable with Intro Package (DBA name only printed on cards)

PREDESIGNED 100 _____

PREDESIGNED 500 _____
(Optional 2 additional lines of text: Phone#, address, etc.)

Please select a PreDesigned card type:

Aurora General Cash Gift Box

Red Bow Restaurant Retail Rose

Thank You Congratulations Happy Birthday

Logo

LOGO 100 **LOGO 1000** **Proof - \$30.00**

Please select a Logo card type:

Vehicle Aqua Present Cafe

Universal Exercise Botanic Haircut

Manicure Pizzeria Jewel Unwind

Email Camera Ready Artwork/Logo to: art@giftcardtraining.com

Custom

CUSTOM 100 (Custom Face Only)

CUSTOM 1000 (Fully Custom)

Email ready to print artwork to: art@giftcardtraining.com

A-La-Carte

CARD QUANTITY _____ (100 or more fully custom cards)

Total Card Cost \$ _____

Email ready to print artwork to: art@giftcardtraining.com

A-La-Carte Marketing Items	Quantity	Cost
Card Carriers - \$0.20 ea.		
4x6 Static Cling - \$2.50 ea.		
Round Sticker - \$1.00 ea.		
Table Tent - \$2.50 ea.		
Acrylic Display - \$6.50 ea.		

Conversion

Database Conversion
Importing of all outstanding gift cards that have balances.
Import Fee - \$0.30 per card
Conversion Worksheet Required

Physical Conversion
Converting all new gift cards that have not been activated.
Encoding Fee - \$0.25 per card
Conversion Worksheet Required

MERCHANT TRAINING & DOWNLOAD - OPTIONAL (\$25 per location billed to Sales Office) **SHIPPING** (billed to merchant) **GROUND** **NEXT DAY**

EQUIPMENT INFO

Terminal Type:	Terminal Type: _____ Number of Terminals: _____	<p>NOTE: Separate TID # is required for each terminal or POS workstation.</p> <p>(1) TID is already included per location.</p> <p>NOTICE: A \$1.50 per terminal charge will be billed monthly for all additional TID# issued for terminals or POS software.</p>
POS Software:	POS Software: _____ Version: _____ Number of Workstations: _____ <input type="checkbox"/> GETI Install -> (POS Addendum Required. Software Installation Fee of \$175 per location applies. See Equipment Compatibility Chart for details) <input type="checkbox"/> Dealer Install	

Time Zone (Check One): Eastern Central Mountain Pacific Hawaiian Alaska **Terminal Application Type:** Retail Restaurant

MERCHANT ACCEPTANCE

THIS AGREEMENT INCLUDES ALL OF THE TERMS AND CONDITIONS CONTAINED ON THE FRONT AND ATTACHED RECITALS OF THIS AGREEMENT. THIS AGREEMENT HAS BEEN EXECUTED ON BEHALF OF AND BY THE AUTHORIZED MANAGEMENT OF EACH PARTY AS OF THE DATE BELOW. TO INDUCE AND IN CONSIDERATION OF GETI ACCEPTANCE OF THIS AGREEMENT, THE UNDERSIGNED (HEREIN REFERRED TO AS "GUARANTOR" and/or Merchant) UNCONDITIONALLY, PERSONALLY, INDIVIDUALLY, JOINTLY AND SEVERALLY GUARANTEES PERFORMANCE OF THE MERCHANT'S OBLIGATIONS UNDER THIS AGREEMENT AND PAYMENT OF ALL SUMS DUE THEREUNDER AND HEREBY CONTINUES TO PERSONALLY INDEMNIFY GETI FOR ANY AND ALL FUNDS DUE FROM MERCHANTS UNDER THE TERMS OF THIS AGREEMENT. MERCHANT HEREBY AUTHORIZES Globaletelem, Inc (GETI) IN ACCORDANCE WITH THIS GIFT CARD MERCHANT AGREEMENT TO INITIATE DEBIT/ CREDIT ENTRIES TO MERCHANT'S CHECKING ACCOUNT, AS INDICATED PER THE ATTACHED COPY OF A VOIDED CHECK FROM SAME. THE AUTHORITY IS TO REMAIN IN FULL FORCE AND EFFECT UNTIL (A) GETI HAS RECEIVED WRITTEN NOTIFICATION FROM MERCHANT OF ITS TERMINATION IN SUCH A MANNER AS TO AFFORD GETI REASONABLE OPPORTUNITY TO ACT ON IT, AND (B) ALL OBLIGATIONS OF MERCHANT TO GETI THAT HAVE ARISEN UNDER THIS AGREEMENT HAVE BEEN PAID IN FULL.

MERCHANT AGREED AND ACCEPTED:
I have read and agree to the terms of this agreement. The officer(s) identified have the authority to execute the GIFT & LOYALTY Service Agreement with GETI on behalf of the corporation or LLC if applicable.

VOIDED CHECK FROM CHECKING ACCOUNT MUST BE ATTACHED WITH PRE-PRINTED BUSINESS NAME

X _____ Date _____
Authorized MERCHANT or Officers Signature

GETI USE ONLY

Application Approved By: _____ Authorized Signature: _____ Title: _____ Date: _____

PreDesigned Card Options



Congratulations



Restaurant



Aurora



Thank you



Happy Birthday



Gift Box



General



Rose



Retail



Red Bow



Cash

Logo Card Options



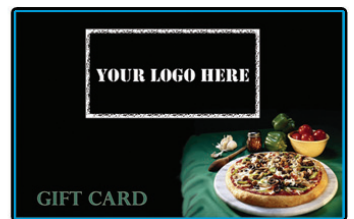
Jewel



Manicure



Aqua



Pizzeria



Universal



Present



Vehicle



Botanic



Exercise



Cafe



Unwind



Haircut

Gift & Loyalty Card Service: Merchant Rights and Responsibilities

ALL INFORMATION CONTAINED ON THIS APPLICATION WAS COMPLETED BY OWNERS AND/OR OFFICERS OF MERCHANT AND THEY WARRANT THAT ALL CHECK INFORMATION AND SALES VOLUME INDICATED THROUGHOUT THIS APPLICATION ARE ACCURATE AND ACKNOWLEDGE THAT ANY VARIANCE TO THIS INFORMATION COULD RESULT IN DELAYED AND/OR WITHHELD SETTLEMENT OF FUNDS. NO BLANK SPACES WERE LEFT INCOMPLETE. N/A OR NONE HAS BEEN FILLED IN ANY SPACES WHERE APPLICABLE. THIS AGREEMENT SHALL NOT BE BINDING OR TAKE EFFECT UNTIL MERCHANT HAS BEEN APPROVED BY A GETI OFFICER AND A MERCHANT NUMBER HAS BEEN ISSUED.

GETI has developed the GETI prepaid service. The service together with its related software and documentation integrates with various retail store locations it provide a prepaid/stored value tracking system for anonymous customer activity at the retail business. The service shall hereinafter be referred to as the GETI Gift prepaid. MERCHANT desires to initially purchase processing for, GETI and desires GETI to service those cards. NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and other good and valuable consideration, GETI and MERCHANT agree as follows:

TERMS AND CONDITIONS

I. GETI'S LICENSE

- a. GETI hereby grants to MERCHANT the right to use the GETI product at its specified locations. Further, MERCHANT agrees that GETI shall be the exclusive store value /prepaid processing provider of MERCHANT during the term of this Agreement and that each GETI Gift Card issued will contain an account number and magnetic stripe encoded to GETI's specifications.
- b. If MERCHANT fails to perform any of its obligations hereunder or shall commit an act of bankruptcy within the meaning of the Federal Bankruptcy Act or if the bankruptcy, receivership, insolvency, liquidation, or other similar proceeding shall be instituted by MERCHANT on all or any part of its property, GETI may terminate the limited license granted in this Section I immediately upon written notice. No payments made to GETI by MERCHANT hereunder shall be refunded to it; and the obligations of MERCHANT under this Agreement shall survive any termination thereof.

II. FEE, PAYMENTS AND OBLIGATIONS

- a. MERCHANT shall pay a transaction fee for any instance the terminal dials in to the system, a discount fee, and a monthly service fee as per the schedule of fees on page one. Examples of transaction fees that will be charged as per fee schedule of this agreement include: Issuance (per card regardless if issuance is single or group), Purchase (redemption), Balance Inquiry, Add Value, Void, Transfer, Clerk Maintenance, Reports. MERCHANT shall pay a network compliance fee up to \$4.00 per month, and an annual subscription fee up to \$59.95 per year. MERCHANT agrees that GETI will assess up to \$25.00 for each NSF chargeback. MERCHANTS using POS software must submit a POS Installation Form and POS software users shall pay a five (\$5.00) dollar monthly fee for phone support. POS Software support calls exceeding the three call limit shall be billed at a rate of ten (\$10.00) dollars per call (refer to the POS Software section of SERVICE PROVIDED). Applicable shipping charges will be assessed for all reorders. MERCHANT shall pay a unload report fee if merchant requests in writing to receive a report detailing cards in issuance and current balances. Unload reports can be provided on a monthly basis for a monthly fee of five (\$5.00) or a one-time report can be provided for a one-time fee of ten (\$10.00) dollars. MERCHANT shall pay a plate change fee for any design change on reorders. Actual plate change rates are listed on the appropriate program reorder forms. MERCHANT shall pay a monthly inactivity fee of five (\$5.00) dollars after 90 days of no activity. MERCHANT may select to convert previously issued cards to the new processor and shall pay a fee for conversion of card database of previously issued cards. Rush conversion is available and will be added to the conversion cost. Refer to the Gift Card Conversion Worksheet for further information and conversion rates.
- b. MERCHANT must promptly notify GETI in writing of any dispute regarding fees under this Agreement. MERCHANT'S written notice must include: (i) MERCHANT name and account number; and (ii) the dollar amount and description of the disputed fees. Such written notice must be received by GETI no later than ninety (90) days after the disputed fees have been paid by MERCHANT or charged to MERCHANT'S account by GETI. MERCHANT'S failure to so notify GETI will waive and bar the dispute.
- c. Payment for the service of all GETI cards ordered by MERCHANT shall be in advance and concurrent with the MERCHANT'S signed GETI Service Agreement. See cost of set-up, card reorders, and training and download fees under the schedule of fees section on page one.
- d. GETI reserves the right to block MERCHANT'S access to related processing equipment and/or software in the event any related GETI Prepaid Service fees or charges result in a chargeback or return of any kind from MERCHANT'S designated account.
- e. GETI reserves the right at all times to unilaterally change all or part thereof, or any other terms of this Agreement upon written notice to MERCHANT.

III. PROMOTIONAL MATERIALS AND REPRESENTATIONS CONCERNING GETI'S SERVICE

- a. From time to time, GETI may design educational and promotional materials and send such to MERCHANT for MERCHANT to distribute or display. MERCHANT further agrees to immediately remove and properly dispose of GETI's stale promotional materials and to display the most current materials upon receipt of such from GETI. MERCHANT will discontinue the use of all of GETI's promotional materials and properly remove said materials upon receipt of written notification of suspension or termination of this Agreement. In the event of suspension, MERCHANT shall redisplay appropriate materials upon receipt of written verification of resumption of service by GETI.
- b. MERCHANT shall make no use of GETI's promotional materials or marks, other than as set forth in paragraph (a) above, without GETI'S prior written consent. In no way shall the MERCHANT indicate that GETI'S services are an endorsement of the MERCHANT, its business or its business practices.

IV. EQUIPMENT AND SOFTWARE

- a. MERCHANT shall furnish each outlet, retail location, or business entity with compatible terminal or approved POS software. GETI shall assign each MERCHANT'S terminal or virtual terminal an identification number. MERCHANT is responsible for all telecommunication fees and charges, including but not limited to telephone fees, associated with and related to the use of the terminal. MERCHANT shall maintain all equipment related to GETI Gift Prepaid processing in good working order at MERCHANT'S expense. MERCHANT shall advise GETI immediately in the event of a breakdown of related equipment, software, or of any other system failure. Moreover, GETI's approval of such equipment does not constitute nor express an implied warranty, representation or endorsement of such equipment.
- b. MERCHANT agrees to utilize only equipment approved by GETI for the processing of GETI Gift Prepaid transactions and in a format and medium of transmission acceptable to GETI.
- c. Any improvements or modifications requested by MERCHANT and performed by GETI (or its affiliated Information Technology Partners) will be agreed to by both parties in writing. All such enhancements shall remain the sole property of GETI (or GETI'S partners). All costs for said services shall be covered under a separate agreement.

V. SERVICE PROVIDED

GETI will provide the following facilities and capabilities to MERCHANT:

- a. **AUTHORIZATION:** GETI will provide authorization of a GETI Card Program transaction requested and initiated by the retail location via a dial telephone network. GETI will respond to each request with an approval or decline.
- b. **ONLINE REPORTING:** GETI will provide periodic reports to enable MERCHANT to monitor and manage the program implemented at each of its affiliated retail store locations. MERCHANT will have access to a web site secured with a username and password.
- c. **CUSTOMER SERVICE (Help Desk):** GETI provides a telephone Help Desk, which will be used for response to MERCHANT and/or CONSUMER inquiries and for receiving notifications of problems, defects, and malfunctions.
- d. **RESPONSE TIME:** GETI agrees to provide to MERCHANT an estimated resolution time within forty-eight (48) hours of the time a problem, which materially impacts MERCHANT'S operation, is reported.
- e. **SUPPORT:** GETI agrees to establish support for problem diagnosis and to provide file transfer capabilities for downloading and uploading software. MERCHANT agrees to install a GETI approved device on their premises.
- f. **POS SOFTWARE SUPPORT:** MERCHANTS using POS software must submit a POS Installation Form and POS software users shall pay a monthly fee for software support. POS Software support is limited to three calls per month and MERCHANTS shall be charged for calls exceeding the three call limit (refer to FEE, PAYMENTS AND OBLIGATIONS section).
- g. **VIRTUAL TERMINAL:** The virtual terminal is an optional service that provides MERCHANT the ability to issue cards, add value, void transactions, and redeem cards on the virtual terminal.

VI. ADDITIONAL SERVICES

- a. **ACH POOLING:** If MERCHANT has submitted the ACH Pooling Agreement addendum then MERCHANT wishes GETI also to provide ACH Pooling services to MERCHANT. If MERCHANT has not submitted the appropriate addendum, MERCHANT is not entitled to such services. If MERCHANT elects the ACH Pooling service, MERCHANT agrees that GETI will move funds associated with GETI Card Program to/from the account MERCHANT has designated on the ACH Pooling Agreement and the ACH Pooling Agreement Terms and Conditions also apply.
- b. **LOYALTY SERVICES:** If MERCHANT has submitted the Loyalty Addendum then MERCHANT wishes GETI also to provide Loyalty Card services to MERCHANT. If MERCHANT has not submitted the appropriate addendum, MERCHANT is not entitled to such services. If MERCHANT elects Loyalty Card services, MERCHANT agrees that GETI will award points or dollar value as outlined in the Loyalty Addendum.
- c. **GIFT CARD CONVERSION:** If MERCHANT has submitted the Gift Card Conversion Worksheet then MERCHANT wishes GETI also to provide Card Conversion services to MERCHANT. If MERCHANT has not submitted the appropriate Worksheet, MERCHANT is not entitled to such services.

VII. AUTHORITY OF PARTIES

Each party represents and warrants that it is a corporation duly authorized, validly existing, and in good standing under the laws of the jurisdiction under which it is incorporated and the execution of this Agreement is valid, binding, and enforceable in accordance with its terms.

GETI hereby reserves the right to use MERCHANT'S custom card artwork for promotional purposes.

VIII. WARRANTY/LIMITATIONS OF REMEDY

GETI warrants that any maintenance or other services rendered to MERCHANT in accordance with the terms of this Agreement will be performed in a professional manner by qualified personnel. **EXCEPT FOR THE WARRANTY STATED IN SECTION (a), GETI MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES FOR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

a. LIMITATION OF LIABILITY AND MERCHANT'S WAIVER OF DAMAGES.

- i. **Force Majeure:** GETI shall not be responsible for delays, nonperformance, damages, lost profits or other losses caused directly or indirectly by any Act of God, including, without limitation, fires, earthquakes, tornadoes, hurricanes, wars, labor disputes, communication failures, legal constraints, power outages, data transmission loss or failure, incorrect data transmission or any other event outside the direct control of GETI.
 - ii. MERCHANT must examine all statements relating to this Agreement, and promptly notify GETI in writing of any dispute regarding fees owed to GETI. MERCHANT'S written notice must include: (i) MERCHANT name and account number; and (ii) the dollar amount and description of the disputed fees. Such written notice must be received by GETI no later than ninety (90) days after MERCHANT received from GETI the periodic statement of fees that includes the disputed fees. MERCHANT'S failure to so notify GETI of a dispute regarding any component of the statement and fees owed will waive and bar the dispute.
 - iii. GETI shall be responsible for performance of the services as a third-party provider in accordance with the terms of this Agreement. GETI shall not be responsible for any other person's or entity's errors, acts, omissions, failures to act, negligence, or internal conduct, including without limitation entities such as GETI's communication carrier or clearing houses, and no such entity shall be deemed to be a representative or an agent of GETI. **IN NO EVENT SHALL GETI BE LIABLE TO MERCHANT FOR ANY CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR SPECIAL DAMAGES WHICH MERCHANT OR ITS CUSTOMERS, AFFILIATES, PARENT COMPANIES, ASSOCIATES, AGENTS, OFFICERS, DIRECTORS OR EMPLOYEES MAY INCUR OR SUFFER IN CONNECTION WITH THIS AGREEMENT, INCLUDING LOSS OR DAMAGE FROM SUBSEQUENT WRONGFUL DISHONOR RESULTING FROM GETI'S ACTS OR OMISSIONS PURSUANT TO THIS AGREEMENT.**
- b. **SITUS:** The situs for all transactions covered by this Agreement shall be Okaloosa County, Florida. MERCHANT acknowledges that this Agreement was formed in Florida, upon its acceptance by GETI.
- c. **ATTORNEYS FEES:** In the event that it becomes necessary for GETI to employ an attorney to enforce, interpret, mediate or arbitrate this Agreement, or collect a debt from MERCHANT, GETI shall be entitled to recover its reasonable attorneys' fees, costs, and disbursements related to such dispute from MERCHANT.
- d. **ASSIGNABILITY:** MERCHANT may not assign its rights and obligations hereunder to a third party, without prior written consent of the other party, which consent shall not be unreasonably withheld, provided that such consent shall not relieve the assigning party of any of its obligations hereunder. Notwithstanding the foregoing, either party may assign this Agreement to a parent, affiliated or Subsidiary Corporation, or a Partnership, Limited Liability Company or other entity consisting of the majority of existing shareholders without consent upon notice to the other party.
- e. **TERM AND TERMINATION**
- i. This Agreement shall be effective upon the date hereof for a term of twenty-four (24) months. This agreement will automatically renew for additional one (1) year terms, unless notice is provide in writing by MERCHANT sixty (60) days prior to the termination of the agreement. MERCHANT must provide sixty (60) days written notice to GETI of termination and monthly minimum and subscription fees will continue in effect for this time. As long as this agreement is in force, all GETI Gift Card Programs on the system shall continue to be maintained. In the event of the termination of this Agreement and upon the request of MERCHANT, GETI shall provide an Unload Report of the existing cards in the GETI database and a one-time Unload Report fee of ten (\$10.00) will be assessed and electronically debited from the MERCHANT's account. Unless specifically requested in writing by MERCHANT at the time of termination, GETI is under no obligation to retain any card numbers or card balance data.
 - ii. In the event of a material breach, this Agreement shall terminate at the sole discretion of GETI.
 - iii. If merchant terminates this agreement, a one-time fee of one hundred ninety nine dollars (\$199.00) will be assessed and electronically debited from the MERCHANT's account for administrative processing.

IX. BINDING FORCES

This Agreement shall be binding upon and inure to the benefit of and be enforceable by the administrators, legal representatives, agents, successors, and assigns of the parties hereto.

X. NOTICES

All notices provided for by this Agreement shall be made in writing and shall be deemed received by the intended recipient; (i) the third business day after the date placed in United States Mail or; (ii) the first day after notice is sent by express mail or; (iii) the first day after notice is sent by express mail or other overnight mail service. All notices shall be delivered to the address indicated on this agreement unless the party giving any such notice has been notified, in writing or verbally, of a change of such address.

XI. ENTIRE AGREEMENT

This Agreement and Exhibits attached hereto shall constitute the entire agreement between the parties with respect to the subject of this Agreement and the parties represent that there are no collateral agreements or side agreements not otherwise provided for within the terms of this Agreement. The terms and conditions of the Agreement supersede those of all previous agreements, if any, between the parties with respect to the subject matter of this Agreement.

XII. GOVERNING LAW

This Agreement shall be governed and construed and enforced in accordance with the laws of the State of Florida. Any claims or charge made hereunder shall be brought in state or federal court in the State of Florida. The parties hereto irrevocably consent to the jurisdiction and venue of such court and waive any present or future objections to venue or jurisdiction in such court. The parties agree that service of process may be made upon them by certified or registered mail as provided in paragraph (X) above or any other method authorized under local rules of civil procedure.

XIII. FAIR GIFT CARD ACT OF 2009

a. UNFAIR OR DECEPTIVE ACTS OR PRACTICES REGARDING GIFT CARDS:

- i. Prohibition on Imposition of Fees or Charges:
 1. **IN GENERAL** - It shall be unlawful for any person to impose, with respect to a gift certificate, store gift card, or general-use prepaid card, a dormancy fee, inactivity charge or fee, or a service fee.
 2. **EXCEPTION** - A dormancy fee, inactivity charge or fee, or service fee may be charged with respect to a gift certificate, store gift card, or general-use prepaid card if (a) such certificate or card has a remaining value of \$5 or less at the time such charge or fee is assessed; (b) such charge or fee does not exceed \$1; (c) (i) there has been no activity with respect to the certificate or card in the 24-month period ending on the date the charge or fee is imposed; and (ii) the certificate or card was issued more than 24 months before such date; (d) the holder of the certificate or card may reload or add value to the certificate or card; and (e) the following disclosure requirements are met.
 3. **DISCLOSURE REQUIREMENTS** - The disclosure requirements of this paragraph are met if (a) the gift certificate, store gift card, or general-use prepaid card clearly and conspicuously states in at least 10-point type (i) that a dormancy fee, inactivity charge or fee, or service fee may be charged; (ii) the amount of such fee or charge; (iii) how often such fee or charge may be assessed; and (iv) that such fee or charge may be assessed for inactivity; and (b) the issuer of such certificate or card informs the purchaser of such charge or fee before such certificate or card is purchased, regardless of whether the certificate or card is purchased in person, over the Internet, or by telephone.
 - ii. Prohibition on Sale of Gift Cards With Expiration Dates:
 1. **IN GENERAL** - It shall be unlawful for any person to sell or issue a gift certificate, store gift card, or general-use prepaid card that is subject to an expiration date.
 2. **EXCEPTIONS**- A gift certificate, store gift card, or general-use prepaid card may contain an expiration date if (a) the expiration date is not less than 5 years after the date on which the card is purchased; and (b) the terms of expiration are prominently disclosed in all capital letters that are at least 10-point type.
- b. **RELATION TO STATE LAWS:** This Act shall not supersede any provision of State law with respect to dormancy fees, inactivity charges or fees, service fees, or expiration dates of gift certificates, store gift cards, or general-use prepaid cards.
- c. **ENFORCEMENT:** A violation of this Act shall be treated as a violation of a rule defining an unfair or deceptive act or practice prescribed under section 18(a)(1)(B) of the Federal Trade Commission Act (15 U.S.C. 57a(a)(1)(B)).