




FREE Wireless Terminal Placement Program



**NURIT 8000 SERIES
GPRS SECURE
TERMINAL**

The NURIT 8000 Series is a flexible, lightweight, handheld terminal that enables fast, secure, error-free transactions for on-the-go merchants.

This Agreement is a contract between the Merchant named below and Total Merchant Services, Inc. ("Member").

Merchant has accepted the Nurit 8000 Series GPRS Secure 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 Member.

Merchant agrees that the Equipment is the property of Member, is being licensed to Merchant, and must be returned in good and working condition within ten (10) days of the termination or expiration of the Merchant Account with Member. If the Equipment is not returned within ten (10) days, Merchant agrees to pay the equipment value (\$750).

Merchant agrees to indemnify and hold Member 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. This includes any damage to the Equipment resulting from an act of nature, fire, or theft, or from misuse or negligence by Merchant or its agents. Merchant also agrees to pay Member a shipping/handling charge of \$99.00 for each delivery of replacement Equipment, regardless of the reason.

Notwithstanding the prior paragraph, if Merchant subscribes to Member' Merchant Advantage Benefit Program, it will not be responsible for failure of Equipment for any reason, so long as such Equipment is returned to Member. Under this program, Member will also provide overnight replacement of the Equipment free of shipping/handling charges, after remote troubleshooting efforts are unsuccessful. Comparable replacement Equipment may be new or refurbished, or a different brand or model. Replacements are limited to four (4) in any consecutive twelve (12) month period.

The use of the Equipment will be subject to the availability of certain wireless related service, and will be subject to certain legal and regulatory requirements and/or third party license and use restrictions.

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

1st Merchant Owner/Partner/Officer Print Name

Signature Date

2nd Merchant Owner/Partner/Officer Print Name

Signature Date

Business DBA Name

Merchant's Fax or Email

The undersigned, who will derive a benefit by the entering into of the above Agreement between Merchant and Member, hereby guarantee to Member, and to its successors and assigns, the full, prompt and complete performance of Merchant and all of Merchant's obligations under this Agreement. The undersigned, by signing below, agree to be bound by the Agreement and this Guaranty.

1st Personal Guarantor Print Name

1st Personal Guarantor Signature Date

2nd Personal Guarantor Print Name

2nd Personal Guarantor Signature Date