


Wireless Terminal Rental Program



**NURIT 8000 SERIES
GPRS SECURE
TERMINAL**

\$30 per month

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 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 to license the use of the Equipment from Member for a minimum of three (3) consecutive months. Merchant shall pay the license fee of \$30 on the Equipment on a monthly basis, plus applicable sales or use taxes, beginning in the month the Equipment is received by Merchant, and continuing until the equipment is returned by Merchant. Merchant agrees that the Equipment is the property of Member, and must be returned in good and working condition within ten (10) days of the termination or expiration of the Merchant Account with Member or the failure to pay the monthly fee as required. If the Equipment is not returned within ten (10) days, Merchant agrees to pay the equipment value of \$750. In addition, Merchant agrees to be responsible for any damage to the Equipment as a result of misuse or negligence. Merchant authorizes Member to collect amounts due under this Agreement with all other fees due under the Merchant Credit Card Processing Agreement.

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.

Merchant understands that Member agrees to provide free overnight delivery of replacement equipment, fully programmed and ready to use, up to but not exceeding four yearly, and that each additional incident will incur a fee of \$99.

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