



**FREE!** Free POS Placement Program **FREE!**



**POS PAX E800**



**Cash Drawer**

This agreement shall be coterminous with the Merchant Processing Agreement between Merchant and Wells Fargo Bank, N.A. Merchant agrees that the equipment is the property of Hubwallet, is being licensed to Merchant, and must be returned and received by Hubwallet in good working condition within ten (10) calendar days of any cancellation or termination of this agreement. Upon such prompt return, Merchant acknowledges that Hubwallet shall ACH debit from Merchant's bank account for any damage to the equipment caused by Merchant's misuse or negligence. If the equipment is not promptly returned, Merchant hereby authorizes Hubwallet to ACH debit from Merchant's bank account the depreciated equipment value of one thousand two hundred and ninety nine dollars for the PAX E800 and ninety nine dollars for the Cash Drawer. In the event that Hubwallet is unable to ACH debit Merchant's bank account for the value of any and all unreturned equipment, and/or any of the above fees, Merchant agrees and shall be liable to make immediate payment to TMS for all applicable amounts.

Hubwallet warrants that each item of equipment will be suitable for normal operation and use at the time of delivery. Hubwallet makes NO OTHER REPRESENTATION OR WARRANTY OF ANY KIND, expressed or implied, WRITTEN OR ORAL, as to any MATTERS WHATSOEVER. Hubwallet disclaims ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. In no event will Hubwallet be liable to the Merchant for any incident, indirect or consequential damages however caused, whether by Hubwallet's negligence or otherwise. The Merchant shall not reassign this agreement and the rights and obligations created hereunder without the prior written consent of Hubwallet. In the event that any one or more provisions contained in this Agreement should, for any reason, be held to be unenforceable in any respect under the laws of the state of California, or the United States, unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such unenforceable provision had not been contained herein. All questions concerning the validity, operation, interpretation and construction of this Agreement will be governed by and determined in accordance with the laws of California.

Merchant agrees to indemnify and hold member harmless from and against any and all liabilities, losses, claims, damages, disputes, offsets 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 one hundred and fifty dollars for each delivery of replacement equipment, regardless of the reason.

**Shipping Method & Address Verification**

Please check the box of your preferred shipping and complete the address you would like the equipment shipped to. The below must be completed by Merchant.

Free Ground shipping (3-5 business days)

\$65.00 2nd Day Air (Merchant bank account will automatically be debited)

\$85.00 Next day Air (Merchant bank account will automatically be debited)

\_\_\_\_\_ DBA Street Address City

\_\_\_\_\_ State Zip

Commercial Location

Residential Location

**Merchant Owner/Partner/Officer:**

\_\_\_\_\_ Print Name

\_\_\_\_\_ Title

\_\_\_\_\_ Signature

\_\_\_\_\_ Date

The undersigned, who will derive a benefit by the entering into the above Agreement between Merchant and Hubwallet, hereby guarantees to Hubwallet 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, agrees to be bound by the Agreement and this Guaranty.

\_\_\_\_\_ Personal Guarantor Printed Name

\_\_\_\_\_ Personal Guarantor Signature

\_\_\_\_\_ Date

Special Instructions/Notes: \_\_\_\_\_