

MERCHANT APPLICATION



GENERAL INFORMATION

Legal Business Name: _____ Business Address: _____ City/State/Zip: _____ Business Phone: _____ Federal Tax ID: _____ # of Locations _____ Account Contact Name: _____ Account Contact Email Phone # Contact Fax# _____	Doing Business As: _____ Billing Address: _____ City/State/Zip: _____ Business Fax: _____ Time in Business _____ Business Hours: _____ Years: _____ Months: _____ to _____ Website URL: _____
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BUSINESS INFORMATION

Ownership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership/General Ltd. <input type="checkbox"/> Corporation – Sub Chapter S <input type="checkbox"/> Corporation – Publicly Held <input type="checkbox"/> Corporation – Closely Held <input type="checkbox"/> Corporation – Other <input type="checkbox"/> Limited Liability Corp <input type="checkbox"/> Non-Profit <input type="checkbox"/> Government Agency	Merchant Type: <input type="checkbox"/> Retail <input type="checkbox"/> Internet <input type="checkbox"/> Restaurant <input type="checkbox"/> Home based <input type="checkbox"/> With Tips <input type="checkbox"/> Mail/Telephone <input type="checkbox"/> Large Volume <input type="checkbox"/> Hotel/Lodging Credit Card Swiped _____ % Credit Card Keyed (MOTO) _____ % Credit Card Keyed (Internet) _____ % Credit Card Keyed with imprint _____ % Total = 100%	Has applicant ever processed before? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please attach 3 months statements Has applicant ever been terminated? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, by whom? _____ (Please attach an explanation regarding your termination below.) Number of days until Product/Service is delivered _____ Specific Type of Business and Product(s)/Service(s) sold: _____ Card Descriptor Name _____ Does Applicant own or rent current Equipment? <input type="checkbox"/> Own <input type="checkbox"/> Rent
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OWNER INFORMATION

Owner/Partner/Officer Name	% of Ownership:	DOB:	Phone:	Social Security Number:
Title:	Home Address:		City:	State: Zip:
Owner/Partner/Officer Name	% of Ownership:	DOB:	Phone:	Social Security Number:
Title:	Home Address:		City:	State: Zip:

REFERENCES

Primary Supplier:	Account #:	Phone:	Contact:
Landlord:	Own <input type="checkbox"/> Rent <input type="checkbox"/>	Phone:	Contact

EQUIPMENT

Terminal	Manufacturer	Terminal	Printer	Pin pad	Track	Cost
Software	Type	Manufacturer			License Fee	

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transactions, 1.87% for Card present non-qualified transactions, 0.95% for mid-qualified card not present transactions and 2.08% for Card not present non-qualified transactions, unless otherwise notated in Pricing section above.

5.2. In any particular month in which Merchant's keyed transaction percentage is a minimum of 15% higher than that represented in the Merchant Processing Application, than Merchant could be subject to a 5% discount surcharge to the total monthly volume of all keyed transactions. Such fee shall be in addition to any other applicable discount fees.

5.2.1 Tickets, which exceed the approved Average Ticket Size, may be subject to a 1% surcharge.

5.3. The fees for Services set forth in our Agreement are based upon assumptions associated with the anticipated annual volume and average transaction size for all Services as set forth in our Agreement and your method of doing business. If the actual volume or average transaction size are not as expected or if you significantly alter your method of doing business, we may adjust your discount fee and transaction fees without prior notice.

5.4. The fees for Services set forth in our Agreement may be adjusted to reflect increases or decreases by Association/sponsoring bank/and/or debit networks in interchange, assessment and other Association/sponsoring bank/and/or debit networks fees or to pass through increases charged by third parties for on-line communications and similar items. All such adjustments shall be your responsibility to pay and shall become effective upon the date any such change is implemented by the applicable Association/sponsoring bank/and/or debit networks or third party.

5.5. If you receive settlement funds by wire transfer, we may charge a wire transfer fee per wire, notwithstanding any lesser amount shown in our Agreement.

5.6. To the extent the Automated Clearing House (ACH) settlement process is used to effect debits or credits to your Settlement Account, you agree to be bound by the terms of the operating rules of the National Automated Clearing House Association/sponsoring bank/and/or debit networks, as in effect from time to time. You hereby authorize us to initiate credit and debit entries and adjustments to your account through the ACH settlement process and/or through direct instructions to (or such other agreements as we deem appropriate) the financial institution where your Settlement Account is maintained for amounts due under our Agreement and under any agreements with us or our affiliates for any related services, as well as for any credit entries in error. You hereby authorize the financial institution where your Settlement Account is maintained to effect all such debits and credits to your account. In the event that any such entries to your Settlement Account are rejected, you hereby authorize us to assess a management fee for any month in which entries are rejected to your Settlement account. This authority will remain in full force and effect until we have given written notice to the financial institution where your Settlement Account is maintained that all monies due under our Agreement and under any other agreements with us or our affiliates for any related services have been paid in full.

5.7. You agree to pay any fines imposed on us by any Association/sponsoring bank/and/or debit networks resulting from Chargebacks and any other fees or fines imposed by an Association/sponsoring bank/and/or debit networks with respect to your acts or omissions.

5.8. If your Chargeback percentage for any line of business exceeds the estimated industry Chargeback percentage of 1% per month, you shall, in addition to the Chargeback fees and any applicable Chargeback handling fees or fines, pay us an excessive Chargeback fee for all Chargebacks occurring in such month in such line(s) of business. Each estimated industry Chargeback percentage is subject to change from time to time by us in order to reflect changes in the industry Chargeback percentage reported by VISA or MasterCard.

5.9. If you believe any adjustments should be made with respect to your Settlement Account, you must notify us in writing within 45 days after any debit or credit is or should have been effected. If you notify us after such time period, we may, in our discretion, assist you, at your expense, in investigating whether any adjustments are appropriate and whether any amounts are due to or from other parties, but we shall not have any obligation to investigate or effect any such adjustments. Any voluntary efforts by us to assist you in investigating such matters shall not create any obligation to continue such investigation or any future investigation.

6. CHARGEBACKS

6.1. You shall be responsible for all Chargeback amounts relating to Card transactions as set forth in the Operating Procedures.

6.2. You shall reimburse us for any Chargebacks, return items, or other losses resulting from your failure to produce a Card transaction record requested by us within the applicable time limits.

7. REPRESENTATIONS; WARRANTIES; LIMITATIONS ON LIABILITY; EXCLUSION OF CONSEQUENTIAL DAMAGES

7.1. Without limiting any other warranties hereunder, you represent and warrant as to each Card transaction submitted under our Agreement that:

7.1.1. The card transaction represents a bona fide sale/rental of merchandise or services not previously submitted;

7.1.2. The Card transaction represents an obligation of the Cardholder for the amount of the Card transaction;

7.1.3. The amount charged for the Card transaction is not subject to any dispute, setoff or counterclaim;

7.1.4. The Card transaction amount is only for the merchandise or services (including taxes, but without any surcharge) sold or rented and, except for any delayed delivery or advance deposit Card transactions expressly authorized by our Agreement, the merchandise or service was actually delivered to or performed for the person entering into the Card transaction simultaneously upon your accepting and submitting the Card transaction for processing;

7.1.5. The Card transaction does not represent the refinancing of an existing obligation of the Cardholder (including any obligation otherwise owed to you by a Cardholder or arising from the dishonor of a personal check);

7.1.6. You have no knowledge or notice of any fact, circumstances or defense which would indicate that the Card transaction was fraudulent or not authorized by the Cardholder or which would otherwise impair the validity or collectibles of the Cardholder's obligation arising from such Card transaction or relieve the Cardholder from liability with respect thereto;

7.1.7. The Card transaction submitted to us was entered by you and the Cardholder; and

7.1.8. The Card transaction was made in accordance with these General Terms, Association/sponsoring bank/and/or debit networks Rules and the Operating Procedures.

7.2. OUR AGREEMENT IS A SERVICE AGREEMENT. WE DISCLAIM ALL OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, MADE TO YOU OR ANY OTHER PERSON, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES REGARDING QUALITY, SUITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE OF ANY SERVICES OR ANY GOODS PROVIDED INCIDENTAL TO THE SERVICES PROVIDED UNDER OUR AGREEMENT.

7.3. NOTWITHSTANDING ANYTHING IN OUR AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL WE, OUR AFFILIATES OR ANY OF OUR/THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR SUBCONTRACTORS, BE LIABLE UNDER ANY THEORY OF TORT, CONTRACT, SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, EACH OF WHICH IS HEREBY EXCLUDED BY AGREEMENT OF THE PARTIES; REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR WHETHER ANY PARTY OR ANY ENTITY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7.4. NOTWITHSTANDING ANYTHING IN OUR AGREEMENT TO THE CONTRARY (INCLUDING BUT NOT LIMITED TO SECTION 13), OUR CUMULATIVE LIABILITY FOR ALL LOSSES, CLAIMS, SUITS, CONTROVERSIES, BREACHES OR DAMAGES FOR ANY CAUSE WHATSOEVER (INCLUDING BUT NOT LIMITED TO, THOSE ARISING OUT OF OR RELATED TO OUR AGREEMENT) AND REGARDLESS OF THE FORM OF ACTION OR LEGAL THEORY SHALL NOT EXCEED, (I) \$50,000; OR (II) THE AMOUNT OF FEES RECEIVED BY US PURSUANT TO THE AGREEMENT FOR SERVICES PERFORMED IN THE IMMEDIATELY PRECEDING 12 MONTHS, WHICHEVER IS LESS.

8. CONFIDENTIALITY

8.1. Unless you obtain consents from us and each applicable Association/sponsoring bank/and/or debit networks, Card issuing Bank and Cardholder, you must not use, disclose, sell or disseminate any Cardholder information obtained in connection with a Card transaction (including the names, addresses and Card account numbers of Cardholders) except for purposes of authorizing, completing and settling Card transactions and resolving any Chargebacks, retrieval requests or similar issues involving Card transactions, other than pursuant to a court or governmental agency request, subpoena or order. You shall use proper controls for and limit access to, and render unreadable prior to discarding, all record containing Cardholder account numbers and Card imprints. You may not retain or store magnetic strip data after a transaction has been authorized. If you store any electronically captured signature of a Cardholder, you may not reproduce such signature except upon our specific request.

8.2. You acknowledge that you will not obtain ownership rights in any information relating to and derived from Card transactions.

9. ASSIGNMENTS

9.1. Any transfer or assignment of our Agreement by you, without our prior written consent, by operation of law or otherwise, is void able by us. Furthermore, you shall indemnify and hold us harmless from all liabilities, Chargebacks, expenses, costs, fees and fines arising from such an assignment or transfer hereof.

9.2. Upon notice to you, another VISA and MasterCard member may be substituted for Bank under whose sponsorship our Agreement is performed. Upon substitution, such other VISA and MasterCard member shall be responsible for all obligations required of Bank, including without limitation, full responsibility for its bankcard program and such other obligations as may be expressly required by applicable Association/sponsoring bank/and/or debit networks Rules. Subject to Association/sponsoring bank/and/or debit networks Rules, we may assign or transfer our Agreement and our rights and obligations hereunder and/or may delegate our duties hereunder, in whole or in part, to any third party, whether in connection with a change in sponsorship, as set forth in the preceding sentence, or otherwise, without notice to you or your consent.

9.3. Except as set forth in Section 9 and as provided in the following sentence, our Agreement shall be binding upon successors and assigns and shall inure to the benefit of the parties and their respective permitted successors and assigns. No assignee for the benefit of creditors, custodian, receiver, trustee in bankruptcy, debtor in possession or other person charged with taking custody of a party's assets or business, shall have any right to continue, assume or assign our Agreement. Chase Paymentech Solutions, L.L.C. reserves the right to assign this Agreement in whole or in part.

10. TERM; EVENTS OF DEFAULT

10.1. Our Agreement shall become effective upon Processor and Banks acceptance and approval of Client's Merchant Processing Application and Agreement.

10.2. The initial term of our Agreement shall commence and shall continue in force for three years after it becomes effective. Each year Unless either party provides the other with a written notice of termination at least 30 days prior to the expiration of the then existing term, our Agreement shall automatically renew for successive one-year terms.

10.3. If any of the following events shall occur (each an "Event of Default"):

10.3.1. A material adverse change in the business, financial condition, business procedures, prospects, products or services of; or

10.3.2. Any assignment or transfer of voting control of you or your parent; or

10.3.3. A sale of all or a substantial portion of your assets; or

10.3.4. Irregular Card sales by you, excessive Chargebacks or any other circumstances which, in our sole discretion, may increase our exposure of your Chargebacks or otherwise present a financial or security risk to us; or

10.3.5. Any of your representations or warranties in our Agreement are breached in any material respect or are incorrect in any material respect when made or deemed to be made; or

10.3.6. You shall default in any material respect in the performance or observance of any term, covenant, condition or agreement contained in our Agreement, including, without limitation, the establishment or maintenance of funds in a Reserve Account, as detailed in Section 11; or

10.3.7. You shall default in any material respect in the performance or observance of any term, covenant or condition contained in any agreement with any of our affiliates; or

10.3.8. You shall default in the payment when due, of any material indebtedness for borrowed money or any material trade payable (other than any trade payable subject to a good faith dispute so long as you are actively pursuing resolution of such dispute); or

10.3.9. You shall file a petition or have a petition filed by another party under the Bankruptcy Code or any other laws relating to bankruptcy, insolvency or similar arrangement for adjustment of debts; consent to or fail to contest in a timely and appropriate manner any petition filed against it in an involuntary case under such laws; apply for or consent to, or fail to contest in a timely and appropriate manner, the appointment of, or the

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taking of possession by, a receiver, custodian, trustee or liquidator if itself or of a substantial part of its property; or make a general assignment for the benefit of creditors; or take any corporate action for the purpose of authorizing any of the foregoing; or

10.3.10. Your independent certified accountants shall refuse to deliver an unqualified opinion with respect to your annual financial statements and your consolidated subsidiaries; then, upon the occurrence of (1) an Event of Default specified in subparagraphs 10.3.4 or 10.3.9 above, we may consider our Agreement to be terminated immediately, without notice, and all amounts payable hereunder shall be immediately due and payable in full without demand or other notice of any kind, all of which are expressly waived by you, and (2) any other Event of Default, our Agreement may be terminated by us giving not less than 10 days' notice to you, and upon such notice all amounts payable hereunder shall be due and payable on demand.

10.4. Neither the expiration nor termination of our Agreement shall terminate the obligations and rights of the parties pursuant to provisions of our Agreement which by their terms are intended to survive or be perpetual or irrevocable and such provisions shall survive the expiration or termination of our Agreement.

10.5. If any Event of Default shall have occurred and be continuing, we may, in our sole discretion, exercise all of our rights and remedies under applicable law, including, without, limitation, exercising our rights under Section 11.

10.6. Our Agreement may be terminated by us prior to the then-current expiration date upon at least 90 days' advance written notice, if your Card transactions fail to conform to your volume or average transaction size representations.

10.7. If our Agreement is terminated for cause, you acknowledge that we may be required to report your business name and the names and other information regarding its principals to the Combined Terminated Merchant File maintained by VISA and MasterCard. You expressly agree and consent to such reporting if you are terminated as a result of the occurrence of an Event of Default or for any reason specified as cause by VISA or MasterCard. Furthermore, you agree to waive and hold us harmless from and against any and all claims, which you may have as a result of such reporting.

10.8. After termination of our Agreement for any reason whatsoever, you shall continue to bear total responsibility for all Chargebacks, fees, credits and adjustments resulting from Card transactions processed pursuant to our Agreement and all other amounts then due or which thereafter may become due under our Agreement.

11. RESERVE ACCOUNT; SECURITY INTEREST

11.1. You expressly authorize us to establish a Reserve Account pursuant to the terms and conditions set forth in this Section 11. We shall set the initial amount of such Reserve Account in our sole discretion, based upon your processing history and the potential risk of loss to us.

11.2. The Reserve Account shall be fully funded upon three (3) days' notice to you, or in instances of fraud or an Event of Default, reserve account funding may be immediate. Such Reserve Account may be funded by all or any combination of the following: (i) one or more debits to your Settlement Account or any other accounts held by Bank or any of its affiliates; (ii) one or more deductions or offsets to any payments otherwise due to you; (iii) your delivery to us of a letter of credit; or (iv) if we so agree, your pledge to us of a freely transferable and negotiable certificate of deposit. Any such letter of credit or certificate of deposit shall be issued or established by a financial institution acceptable to us and shall be in a form satisfactory to us. In the event of termination of our Agreement by any party, an immediate Reserve Account may be established without notice in the manner provided above. We will hold any Reserve Account for the greater of ten (10) months after termination of our Agreement or for such longer period of time as is consistent with our liability for Card transactions in accordance with Association/sponsoring bank/and/or debit networks Rules. Your funds held in a reserve account may be held in a commingled Reserve Account for the reserve funds of our Clients, without involvement by an independent escrow agent.

11.2.1 Misconduct of transactions may result in the forfeiture of reserves and any pending settlement.

11.3. If your funds in the Reserve Account are not sufficient to cover the Chargebacks, adjustments, fees and other charges due from you, or if the funds in the Reserve Account have been released, you agree to promptly pay us such sums upon request.

11.4. To secure your obligations to us and our affiliates under our Agreement and any other agreement for the provision of related equipment or related services ("Obligations"), you hereby grant us a lien and security interest in and to any of your funds pertaining to the Card transactions contemplated by our Agreement now or hereafter in our possession, whether now or hereafter due or to become due to you. In addition to any rights granted under applicable law, we are hereby authorized (any related notice and demand are hereby expressly waived), to set off, recoup and to appropriate and to apply any and all such funds against and on account of your Obligations, whether such Obligations are liquidated, unliquidated, fixed, contingent, matured or unmatured. You agree to duly execute and deliver to us such instruments and documents as may be reasonably requested to perfect and confirm the lien, security interest, right of set off, recoupment and subordination set forth in our Agreement.

12. FINANCIAL AND OTHER INFORMATION

12.1. Upon request, you will provide us quarterly financial statements within 45 days after the end of each fiscal quarter and annual audited financial statements within 90 days after the end of each fiscal year. Such financial statements shall be prepared in accordance with generally accepted accounting principals. You will also provide such other financial statements and other information concerning your business and your compliance with the terms and provisions of our Agreement as we may reasonably request. You authorize us to obtain from third parties financial and credit information relating to you in connection with our determination whether to accept our Agreement and our continuing evaluation of the financial and credit status of you. We may also access and use information which you have provided to Bank for any other reason. Upon request, you shall provide to us or our representatives reasonable access to your facilities and records for the purpose of performing any inspection and/or copying of your books and/or records deemed appropriate.

12.2. You will provide us with written notice of any judgment, writ, warrant of attachment, execution or levy against any substantial part (25% or more in value) of your total assets not later than three (3) days after you become aware of same.

13. INDEMNIFICATION

13.1. You agree to indemnify and hold us harmless from and against all losses, liabilities, damages and expenses (including attorneys' fees and collection costs) resulting from any breach of any warranty, covenant or agreement or any misrepresentation by you under our Agreement, or arising out of your or your employees' negligence or willful misconduct, in connection with Card transactions or otherwise arising from your provision of goods and services to Cardholders.

13.2. We agree to indemnify and hold you harmless from and against all losses, liabilities, damages and expenses resulting from any breach of any warranty, covenant or agreement or any misrepresentation by us under our Agreement or arising out of our or our employees; gross negligence or willful misconduct in connection with our Agreement.

14. EARLY TERMINATION

14.1. The parties further agree and acknowledge that, in addition to any remedies contained herein or otherwise available under applicable law, if (a) you breach our Agreement by improperly terminating it prior to the expiration of the applicable term of the Agreement, or (b) our Agreement is terminated prior to the expiration of the applicable term of the Agreement due to an Event of Default, then we will suffer a substantial injury that is difficult or impossible to accurately estimate. Accordingly, in an effort to liquidate in advance the sum that should represent such damages, the parties have agreed that the early termination fee set forth in this Agreement may be a reasonable pre-estimate of our probable loss without limitation.

14.2. Notwithstanding any other provision of our Agreement, we may terminate our Agreement at any time by providing 30 days' advance notice to you.

15. SPECIAL PROVISION REGARDING JCB AND DINERS CLUB

15.1. If you accept JCB cards, you must retain original JCB Sales Drafts and JCB Credit Vouchers for a period of at least 120 days from the date of the JCB Card transaction and you must retain microfilm or legible copies of JCB Sales Drafts and JCB Credit Vouchers for a period of at least three (3) years following the date of the transaction.

15.2. If you accept JCB cards and/or Diners Club you agree to be bound by JCB and Diners Club rules. You also agree to be bound by all other provisions of our Agreement, which are applicable to JCB and Diners Club.

16. MISCELLANEOUS

16.1. No party shall be liable for any default or delay in the performance of its obligations under our Agreement if and to the extent such default or delay is caused, directly or indirectly, by (i) fire, flood, elements of nature or other acts of God; (ii) any outbreak or escalation of hostilities, war, riots or civil disorders in any country; (iii) any act or omission of the other party or any government authority; (iv) any labor disputes (whether or not employees' demands are reasonable or within the party's power to satisfy); or (v) the nonperformance by a third party for any similar cause beyond the reasonable control of such party, including without limitation, failures or fluctuations in telecommunications or other equipment. In any such event, the non-performing party shall be excused from any further performance and observance of the obligations so affected only for as long as such circumstances prevail and such party continues to use commercial reasonable efforts to recommence performance or observance as soon as practicable.

16.2. We have substantial facilities in the State of Nevada and many of the services provided under our Agreement are provided from these facilities. Our Agreement shall be governed by and construed in accordance with the laws of the State of Nevada (without regard to its choice of law provisions). In performing its obligations under our Agreement, each party agrees to comply with all laws and regulations applicable to it. The exclusive venue for any actions or claims arising under or related to our Agreement shall be in the appropriate state or federal court located in Clark County, Nevada. ALL PARTIES IRREVOCABLY WAIVE ANY AND ALL RIGHTS THEY MAY HAVE TO A TRIAL BY JURY IN ANY JUDICIAL PROCEEDING INVOLVING ANY CLAIM RELATING TO OR ARISING UNDER OUR AGREEMENT.

16.3. Except as otherwise specifically provided, all notices and other communications required or permitted hereunder (other than those involving normal operational matters relating to the processing of Card transactions) shall be in writing, shall be sent by mail, courier or facsimile (facsimile notices shall be confirmed in writing by courier), if to you at your address appearing in the Application and if to us at 221 N. Rampart Blvd, Las Vegas, NV 89145, with a copy to Attention: General Counsel's Office, Chase Paymentech Solutions, L.L.C., 3925 NW 120th Avenue, Coral Springs, FL 33065 and shall be deemed to have been given (i) if sent by mail or courier, when received, and (ii) if sent by facsimile machine, when the courier confirmation copy is actually received. Notice given in any other manner shall be effective when actually received.

16.4. The headings contained in our Agreement are for convenience of reference only and shall not in any way affect the meaning or construction of any provision of our Agreement.

16.5. The parties intend every provision of our Agreement to be severable. If any part of our Agreement is not enforceable, the remaining provisions shall remain valid and enforceable.

16.6. Our Agreement constitutes the entire agreement between the parties with respect to the subject matter thereof, supersedes any previous agreements and understandings and, except as expressly provided in our Agreement, can be changed only by a written agreement signed by all parties. A party's waiver of a breach of any term or condition of our Agreement shall not be deemed a waiver of any subsequent breach of the same or another term or condition.

16.7. The parties acknowledge that the VISA and MasterCard Association/sponsoring bank/and/or debit networks Rules give VISA and MasterCard certain rights to require termination or modification of our Agreement with respect to transactions involving VISA and MasterCard Cards and the VISA and MasterCard Card systems and to investigate you. The parties also acknowledge that issuers of other Cards, for which we perform services on your behalf, may have similar rights under their applicable Association/sponsoring bank/and/or debit networks Rules with respect to our Agreement's applicability to transactions involving such other Cards.

ELECTRONIC FUNDING AUTHORIZATION

All payments to Client shall be through the Automated Clearing House (ACH) and shall normally be electronically transmitted directly to the demand deposit account you have designated or any successor account (DDA) designated to receive provisional funding of Client's Card sales pursuant to the Agreement. Neither The Chase Manhattan Bank, Chase Paymentech Solutions, L.L.C. nor Merchants Billing Services can guarantee the timeframe in which payment may be credited by Client's depository institution (DEPOSITORY). Client hereby authorizes The Chase Manhattan Bank and its authorized representative, including Chase Paymentech Solutions, L.L.C. and Merchants Billing Services, to access information from the DDA and to initiate credit and/or debit entries by bank wire or ACH transfer and to authorize DEPOSITORY to block or to initiate, if necessary, reversing entries to such account. This authorization is without respect to the source of any funds in the DDA, is irrevocable and coupled with an interest. This authority extends to any equipment rental or purchase agreements which may exist with Client as well as to any fees and assessments and Chargeback amounts of whatever kind or nature due to Merchant Billing Services, Chase Paymentech Solutions, L.L.C. or the Chase Manhattan Bank under terms of this Agreement whether arising during or after termination of the Agreement. This authority is to remain in full force and effect at all times unless and until Merchants

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Billing Services, Chase Paymentech Solutions, L.L.C. and the Chase Manhattan Bank have consented to its termination at such time and in such a manner as to afford them a reasonable opportunity to act on it. In addition, Client shall be charged twenty five dollars (\$25.00) for each ACH which cannot be processed, and all subsequent funding may be suspended until Client either (i) notifies Merchants Billing Services and Chase Paymentech Solutions, L.L.C. that ACH's can be processed or (ii) a new electronic funding agreement is signed by Client. Client's Depository must be able to process or accept electronic transfers via ACH.

FUNDING ACKNOWLEDGEMENT

Automated Clearing House (ACH). The Client acknowledges that the funds for Visa/MasterCard/Diners Club/Debit Network transactions will be processed and transferred to the DEPOSITORY within the time frame specified in the Merchant Processing Application.

ADDITIONAL FEE INFORMATION

If Client's MasterCard & VISA transaction(s) fail to qualify for the interchange level contemplated in the rates set forth in the Application, Client will be billed an additional fee as described in this Merchant Processing Agreement for said transactions. Additionally, each foreign Visa/MasterCard/Diners Club/Debit Network transaction submitted could be subject to a .10% international transaction-handling fee. In addition to the debit card transaction fees set forth on the Application, Client shall be responsible for the amount of any fees imposed upon a transaction by the applicable debit network.

A Monthly Minimum Processing Fee will be calculated beginning in the month in which the Client's Application is approved. The Minimum Processing Fee may be \$25. An annual service fee of \$35 may be assessed at the end of each calendar year.

Your initial MasterCard and VISA rates are stated on your Application and may be adjusted from time to time including to reflect:

- Any increases or decreases in the interchange and/or assessment portion of the Service Fee,
- The appropriate interchange level as is consistent with the qualifying criteria of each transaction submitted by Client, and
- Increases in any applicable sales or telecommunications charges or taxes levied by any state, federal or local authority related to the delivery of the services provided by Merchants Billing Services or Chase Paymentech Solutions, L.L.C. when such costs are included in the Service Fee. In the event that Client terminates this Agreement from the date of its first submission of transactions for processing by Merchants Billing Services and The Chase Manhattan Bank, Client may be charged a three hundred and ninety dollar (\$390.00) Termination Fee for such early termination. Client's obligations with respect to the Monthly Minimum Processing Fee will end simultaneously with Merchants Billing Services' receipt of said three hundred and ninety dollar (\$390.00) Termination Fee. Merchant acknowledges responsibility for the return to MBS, of working terminals upon conclusion of the Lease or Rental period and/or in conjunction with termination of the Processing Agreement. Merchant understands and agrees to the value of leased or rented equipment at Retail Price, plus 6% annual interest.

ADDRESSES FOR NOTICES

Chase Paymentech Solutions, L.L.C.: The Chase Manhattan Bank:
3925 NW 120th Avenue 100 Duffy Avenue
Coral Springs, FL 33065 Hicksville, NY 11801-3899
Attn: Sales Manager Attn: Merchant Services

Merchant Billing Services, Inc.: Customer Service & POS Help Desk 1-866-305-7865
2251 N Rampart #313
Las Vegas, NV 89128
Important Phone Numbers: 1-800-228-1122 (FDR Omaha)

If this application for business credit is denied you may obtain a written statement of the specific reasons for the denial. To obtain the statement, please contact MBS Credit Initiation, 2251 N Rampart #313, Las Vegas, NV 89128 1-866-305-7865 within sixty (60) days from the date you are notified of our decision. We will send you a written statement with reasons for the denial within thirty(30) days of receiving your request.

DEBIT SUPPLEMENT TO THE MERCHANT PROCESSING AGREEMENT

This supplement to the Merchant Processing Agreement – Debit ("Supplement") is entered into by and between Merchant, identified on the Merchant Processing Application, ("Sponsored Merchant") and Chase Paymentech Solutions, L.L.C. and the Chase Manhattan Bank ("Sponsor"), a national banking association organized and existing under the laws of the United States.

Whereas the parties desire to enter into an agreement that will allow Sponsored Merchant to participate in electronic funds transfer networks as identified on Exhibit A ("Networks") and Sponsor, who is a Network participant, desires to sponsor Sponsored Merchant as a participant in such Networks:

Now, therefore, the parties agree as follows:

- The terms of the Merchant Processing Agreement shall apply to the accepting and processing of POS Transactions.
- Confidentiality.
 - Sponsored Merchant acknowledges that Information provided under the terms of this Agreement is proprietary and confidential. Except as set forth below, Sponsored Merchant will hold and use any and all such information in confidence and will not copy, transfer, or disclose such information or any part or parts of it, in any form to any person or permit its employees, agents or representatives to do so, without the prior written consent of Sponsor.
 - Sponsored Merchant shall not disclose any Information pertaining to a cardholder's account to any person or entity other than to Sponsor, the Network or other parties, including the agents or employees of Sponsored Merchant, to whom such information must be disclosed to permit the completion of the POS Transaction or as may be required by law.
 - Sponsored Merchant shall grant access to each of the Sponsored Merchant's terminals and to any reports, logs or information of data pertaining to Sponsored Merchant's terminals, to authorized agents of the Sponsor and the Network for audit and inspection and for other purposes deemed necessary by the Sponsor or Network.
- Fees.
 - Sponsored Merchant agrees to pay the Network Fees and the Debit Fee, as set forth in either (1) the Application or (2) Exhibit A, as applicable.
 Fees are subject to change without notice.
 - Sponsored Merchant shall be responsible for the payment of federal, state and local taxes, as well as other expenses, fees and charges imposed upon the Sponsored Merchant or Sponsored Merchant's POS Transactions by any governmental authority.
- Term.

This Agreement commences upon the date of execution and shall continue until terminated by either party upon thirty (30) days prior written notice. Notwithstanding the foregoing, Sponsor may terminate this Agreement immediately in the event of any security risk to the Networks.
- Definitions. (a) "POS Transaction" shall mean:
 - payment to Sponsored Merchant from a deposit account maintained by a Cardholder with a card issuing Network participant for goods or services purchased or leased by a Cardholder;
 - the receipt of cash from an account by a Cardholder in a transaction that is ancillary to the Cardholder's purchase of goods or services from Sponsored Merchant using a card issued by a Network participant;
 - the receipt of cash by a Cardholder from an Account; or
 - receipt at Cardholder's request of a response from a card issuing Network participant the meaning of which has been predetermined by agreement between Cardholder and card issuing Network participant concerning the availability of a Cardholder's funds.

EXHIBIT "A"

Network:	Network Fees:	Network:	Network Fees
MAC	\$ 0.1625 + .65%	ACCEL	\$ 0.145 + .50%
NYCE	\$ 0.1775 + .55%		
MAESTRO	\$.36 + .50%	PULSE	\$ 0.22
INTERLINK		STAR (includes HONOR)*	
Retail	\$ 0.145 + .65%	Retail	\$ 0.1625 + .65%
Supermarket	\$ 0.245	Supermarket	\$ 0.1625 + .65%

Debit Fee as stated on the Merchant Processing application per transaction plus, Applicable Network Fee

MERCHANT APPLICATION



MERCHANT SITE SURVEY *Photograph of business location (interior & exterior) are required. (Completed by MBS sales representative)

Specify Business Type	Type of Building	Square Footage
Merchandise Sold	Inspector's Comments	
Inspector's Signature	Date	

SIGNATURES/AUTHORIZATION TO ACH – PLEASE ATTACH A VOIDED CHECK HERE

Bank Name	Street Address	City	State	Zip
Branch	Officer Name	Phone		
Transit # (ABA Routing)	Account # (DDA)	Credit Card #	Expiration Date	

MERCHANT acknowledges that Bank and Processor as referenced below, will determine all Rates, Charges, Reserves and Limit Authorizations, collectively "Fees". Bank will notify MERCHANT of the approved Fees and MERCHANT, by evidence of MERCHANT'S first settled transaction, agrees to such approved Fees. MERCHANT and each Personal Guarantor warrants and certifies that all the information submitted under this application is true, correct and complete and that Bank and Processor are relying on such information in its approval process and in setting the applicable Fees. For this purpose, MERCHANT and each Personal Guarantor, if any, agree that Bank and Processor are authorized to investigate and confirm the information contained or submitted herein and may utilize credit bureau/agencies and/or its own agents. MERCHANT agrees and understands that the Merchant Processing Agreement shall not take effect until the MERCHANT has been approved by Bank and Processor.

By signing this Merchant Processing Application, I acknowledge that I have also received the Merchant Processing Agreement. I have read the Merchant Processing Agreement and understand it. I understand that the Merchant Processing Agreement is incorporated into this Application and that both documents constitute my contract with Bank and Processor. I declare under penalty of perjury under the laws of the state of California and under the laws of the state in which my business is located that all of the information contained in this Merchant Processing Application and Agreement and all attachments thereto are true, correct and complete.

Merchant Authorized Signature	Date	Merchant Authorized Signature	Date
Chase Paymentech Solutions	Date	The Chase Manhattan Bank	Date

All corporations and limited liability companies must have their obligations guaranteed by a principal or other creditworthy individual. As a primary inducement to Bank and Processor to enter into this Agreement with Merchant, the undersigned Guarantor(s), by signing this Agreement, jointly and severally, unconditionally and irrevocably, guarantees the continuing full and faithful performance and payment by Merchant of each of its duties and obligations to Bank and Processor pursuant to this Agreement, as it now exists or as it may be amended from time to time, whether before or after termination or expiration and whether or not Guarantors has received notice of any amendment. If Merchant breached this Agreement, Bank and Processor may proceed directly against Guarantor or any other person or entity responsible for the performance of this Agreement, without first exhausting its remedies against any other person or entity responsible therefore to do it, or any security held by Bank.

Signature, An Individual	Date	Signature, An Individual	Date
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Articles Of Incorporation Option

MERCHANT APPLICATION



Multiple Location Addendum

Additional Location Application
--

Location 2. _____	
Parent Account Number _____	Equipment Type _____ # _____
Location Address _____	Software Type _____
City _____	State _____ Zip _____
Business Phone _____	Business Fax _____
Location Contact Name _____	
Complete only if different from the Parent Application	
Average Ticket: \$ _____	Monthly Processing Limit: \$ _____
Existing Card Types (this location only)	
American Express – SE#: _____	Discover – MID#: _____
Diners – MID#: _____	JCB/Other – MID#: _____

Additional Location Application
--

Location 3. _____	
Parent Account Number _____	
Location Address _____	Location Number _____
City _____	State _____ Zip _____
Business Phone _____	Business Fax _____
Location Contact Name _____	
Complete only if different from the Parent Application	
Average Ticket: \$ _____	Monthly Processing Limit: \$ _____
Existing Card Types (this location only)	
American Express – SE#: _____	Discover – MID#: _____
Diners – MID#: _____	JCB/Other – MID#: _____

Additional Location Application
--

Location 4. _____	
Parent Account Number _____	
Location Address _____	Location Number _____
City _____	State _____ Zip _____
Business Phone _____	Business Fax _____
Location Contact Name _____	
Complete only if different from the Parent Application	
Average Ticket: \$ _____	Monthly Processing Limit: \$ _____
Existing Card Types (this location only)	
American Express – SE#: _____	Discover – MID#: _____
Diners – MID#: _____	JCB/Other – MID#: _____

For additional locations please attach a sheet with the additional locations containing the information above for each location.

MERCHANT APPLICATION



MEMBER DISCLOSURE

Member Bank Information

Bank Name: JPMorganChase N.A.
 Bank Address: 1 Western Maryland Parkway
Hagerstown, MD. 21740
 Bank Phone: 301-766-5366
 Contact: Priority Manager

Important Member Bank Responsibilities:

1. The Bank is the only entity approved to extend acceptance of Association products directly to a Merchant.
2. The Bank must be a principal (signer) to the Merchant Agreement.
3. The Bank is responsible for educating Merchants on pertinent Association Rules with which Merchants must comply.
4. The Bank is responsible for and must provide settlement funds to the Merchant.
5. The Bank is responsible for all funds held in reserve that are derived from settlement.

Important Merchant Responsibilities:

1. Ensure compliance with cardholder data security and storage requirements.
2. Maintain fraud and chargebacks below thresholds.
3. Review and understand the terms of the Merchant Agreement.
4. Comply with Association rules.

Print Client's DBA/Outlet Name: _____

Print Client's Legal Name: _____

Address: _____

City/State/Zip: _____

Business Phone: _____

By its signature below, Client acknowledges that it has received (either in person, by facsimile, or by electronic transmission) the complete Merchant Processing Agreement and a copy of the Association Disclosure page.

Client further acknowledges reading and agreeing to all terms and conditions, which shall be incorporated into Client's Agreement.

Upon receipt of a signed facsimile or original of this Confirmation Page by us, Client's Application will be processed.

**Client's Business Principal:
Signature (Please sign below):**

X _____

Title: _____ **Date:** _____

Please Print Name of Signer

MERCHANT APPLICATION



DISCOVER FINANCIAL SERVICES APPLICATION

DIRECTIONS:				
1. COMPLETE AND SUBMIT THIS FORM AS INSTRUCTED BY YOUR ORGANIZATION 2. FOR MERCHANTS WITH A SINGLE OUTLET, COMPLETE ONLY ONE FORM 2. FOR MERCHANTS WITH MULTIPLE OUTLETS, PLEASE REFER TO THE INSTRUCTIONS ON THE REVERSE SIDE OF THE FORM			easi PARTNER SALES REP CODE: _____	
			easi PARTNER MERCHANT ID NUMBER: _____	
FOR MERCHANTS PROCESSING CREDIT CARDS OVER THE INTERNET:				
WEBSITE ADDRESS: _____		RATE TYPE: _____		INTERNET DISCOUNT RATE: _____
HQ/OUTLET INFORMATION:				
RETAIL DISCOUNT RATE: _____	MEMBERSHIP FEE: _____	FRANCHISE CODE: _____	MCC CODE: _____	
TYPE OF MERCHANT FORM: <input type="checkbox"/> SINGLE OUTLET <input type="checkbox"/> OUTLET REPORTING TO HQ <input type="checkbox"/> HQ		IF HEADQUARTERS, NUMBER OF OUTLETS: _____	FOR MULTIPLE OUTLETS: OUTLET NUMBER _____ of _____	
BUSINESS NAME (DBA): _____	TYPE OF BUSINESS: _____	PRODUCT OR SERVICE SOLD: _____		
BUSINESS PHYSICAL ADDRESS: _____				
CITY: _____	STATE: _____	ZIP: _____	BUSINESS PHONE NUMBER: _____	
ACCOUNT INFORMATION:				
BUSINESS TYPE: <input type="checkbox"/> SOLE PROPRIETOR <input type="checkbox"/> CORPORATION <input type="checkbox"/> PARTNERSHIP	AVERAGE TICKET \$: _____	ANNUAL BANKCARD SALES: _____	TYPE OF TRANSACTION: IN PERSON _____% CARD NOT PRESENT _____%	
CORPORATION NAME: _____				
MAILING ADDRESS: _____			E-MAIL ADDRESS: _____	
CITY: _____	STATE: _____	ZIP: _____		
DEPOSIT INFORMATION:				
ABA TRANSIT ROUTING NUMBER: _____		CHECKING ACCOUNT NUMBER: _____		

COMMENTS:

FOR DISCOVER USE ONLY – DO NOT WRITE IN THIS SPACE:

easi PARTNER NUMBER: _____

DISCOVER CARD MERCHANT NUMBER: _____

MERCHANT APPLICATION



E-COMMERCE

Setup Fee:	Monthly Fee:	Store ID/Login:	Password:
_____	_____	_____	_____

Secondary Contact: Administrative Technical

Name:	Title:	Phone:	E-Mail:
_____	_____	_____	_____

END-USER LICENSE AGREEMENT FOR MBS SOFTWARE

IMPORTANT READ CAREFULLY: This End-User License Agreement ("EULA") is a legal agreement between you (either an individual or a single entity) and Merchants Billing Services, Inc. ("MBS") for use of the MBS software product identified below on MBS' network of shared server computers connected to the World-Wide-Web ("Web"), which includes "on-line" or electronic computer software and documentation and may include computer software and associated media and printed materials ("SOFTWARE PRODUCT" or "SOFTWARE"). By accessing or otherwise using the SOFTWARE PRODUCT, you agree to be bound by the terms of this EULA. If you do not agree to the terms of this EULA, you are not authorized to use the SOFTWARE PRODUCT.

SOFTWARE PRODUCT LICENSE: The SOFTWARE PRODUCT is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The SOFTWARE PRODUCT is licensed, not sold. This license entitles you to use the SOFTWARE PRODUCT "Transaction Pro".

You acknowledge that you are required to obtain and provide your own:

- +Computer and Operating System
- +Internet Connection
- +Telephone Line (if required for Internet connection)

1. GRANT OF LICENSE. This EULA grants you the following rights:

- Term. This license shall be continuous, subject to the terms of this EULA.
- Access and Use. The SOFTWARE PRODUCT is intended to be used on-line in conjunction with a hosting service. You will be provided with a single account per license. You may access your single account and the SOFTWARE PRODUCT on multiple computers. You must use the SOFTWARE PRODUCT in compliance with the acceptable use policy published on-line by Merchants Billing Services and with the acceptable use policy of any other applicable network.
- Backup copies. You may make copies of the images, text and your user-content in SOFTWARE PRODUCT for backup and archival purposes. You are encouraged to make regular backups of your user-content and Web pages.

2. DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS.

- Web-Based Software. The SOFTWARE PRODUCT represents a new generation of software which is entirely Web-based. The SOFTWARE PRODUCT is resident on MBS' server computers. The SOFTWARE PRODUCT is accessed wholly through your own Web browsing software over the Internet. MBS will provide you with an account number by e-mail to use to access the SOFTWARE PRODUCT on the Web.
- Upgrades. MBS will provide normal and customary competitive on-line upgrades to the SOFTWARE PRODUCT without additional charge. MBS is under no obligation to make any specific enhancements to or customization of the SOFTWARE PRODUCT. MBS reserves the right to charge additional amounts for specific enhancements or custom features.
- Connection. The SOFTWARE PRODUCT is accessed over the Internet but does not include your particular connection to the Internet. You are responsible for obtaining your own Internet service and connection to the Internet.
- Computer and Web Browser. You will need a computer and operating system capable of running Web browsing software to access the SOFTWARE PRODUCT. The SOFTWARE PRODUCT does not include a computer, an operating system, or Web browsing software. MBS may, but will not be obligated to, make Web browsing software available through its Web based software library. You may have to update your Web browsing software from time to time in order to obtain the maximum benefit of and access to the SOFTWARE PRODUCT. It is your own responsibility to obtain, install, configure and update your Web browsing software.
- Limitations on Reverse Engineering, Decompilation, and Disassembly. You may not reverse engineer, decompile, or disassemble the SOFTWARE PRODUCT, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.
- Copyright Notices. You must maintain all copyright notices on all copies of the SOFTWARE PRODUCT.
- No Distribution. You may not distribute copies of the SOFTWARE PRODUCT to third parties.
- Rental. Except as provided in the following "Software Transfer" section, you may not rent, lease or lend the SOFTWARE PRODUCT.
- Software Transfer. You may not transfer your rights under this EULA unless MBS agrees in advance in writing and the recipient agrees to the terms of this EULA. You may transfer your rights under this EULA to a third party leasing company that has been approved in advance by MBS for purposes of leasing the SOFTWARE PRODUCT.
- Termination. MBS may terminate this EULA only if you fail to comply with the terms and conditions of this EULA.

3. COPYRIGHT. All title and copyrights in and to the SOFTWARE PRODUCT and any copies thereof are owned by MBS or its suppliers. All title and intellectual property rights in and to the content which may be accessed through use of the SOFTWARE PRODUCT is the property of the respective content owner and may be protected by applicable copyright or other intellectual property laws and treaties. This EULA grants you no right rights to use such content.

4. HOSTING SERVICES. This EULA may be made in conjunction with an End-User Hosting Service Agreement. You must comply with the terms of the End-User Hosting Agreement. Merchants Billing Services reserves the right to discontinue hosting services at any time pursuant to the terms of the End-User Hosting Service Agreement.

5. GOVERNMENT RESTRICTED RIGHTS. The SOFTWARE PRODUCT and documentation are provided with RESTRICTED RIGHTS. Use, duplication, or disclosure by the Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraphs (c)(1) and (2) of the Commercial Computer Software Restricted Rights at 48 CFR 52.227-19, as applicable. Manufacturer is MBS, Inc., Las Vegas, NV 89145

6. EXPORT RESTRICTIONS. The SOFTWARE PRODUCT is intended for access only in the . Export of the SOFTWARE PRODUCT from the is regulated under "EI controls" of the Export Administration Regulations (EAR, 15 CFR 730-744) of the U.S. Commerce Department, Bureau of Export Administration (BXA). A license is required to export the SOFTWARE PRODUCT outside the . You agree that you will not directly or indirectly, export or re-export the SOFTWARE PRODUCT (or portions thereof) to any country or to any person, entity or end user subject to U.S. export restrictions without first obtaining a Commerce Department export license. You warrant and represent that neither the BXA nor any other federal agency has suspended, revoked or denied your export privileges.

7. NOTE ON JAVA SUPPORT. THE SOFTWARE PRODUCT MAY CONTAIN SUPPORT FOR PROGRAMS WRITTEN IN JAVA. JAVA TECHNOLOGY IS NOT FAULT TOLERANT AND IS NOT DESIGNED, MANUFACTURED, OR INTENDED FOR USE OR RESALE AS ON-LINE CONTROL EQUIPMENT IN HAZARDOUS ENVIRONMENTS REQUIRING FAIL-SAFE PERFORMANCE, SUCH AS IN THE OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL, DIRECT LIFE SUPPORT MACHINES, OR WEAPONS SYSTEMS, IN WHICH THE FAILURE OF JAVA TECHNOLOGY COULD LEAD DIRECTLY TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE.

8. WARRANTIES. MBS expressly disclaims any warranty for the SOFTWARE PRODUCT. The SOFTWARE PRODUCT and any related documentation is provided "as is" without any warranty of any kind, either express or implied, including, without limitation, the implied warranties of merchantability, fitness for a particular purpose, or no infringement. The entire risk arising out of use or performance of the SOFTWARE PRODUCT remains with you.

9. NO LIABILITY FOR DAMAGES. In no event shall MBS or its suppliers be liable for any damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or any other pecuniary loss) arising out of the use or inability to use this MBS product, even if MBS has been advised of the possibility of such damages. Because some states/jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to you.

10. MONTHLY PAYMENT. Merchant authorizes Merchant's bank account or credit card to be debited monthly to collect service charges for License Fee and Gateway Access Fees if not directly debited on Merchant's monthly statement. This authorization shall remain in effect until such time that Merchant notifies MBS of intentions to terminate this agreement in writing. All notices of intent to terminate must be received at least 10 business days prior to Statement issuance date or electronic draft date or termination notice will apply to following month. Records of deduction(s) will appear on Merchant's bank statement or credit card statement and will serve as a receipt for this transaction. In the event of an error, Merchant shall notify MBS within 15 days of receipt of bank or credit card statement or no more than 45 days from actual date of transaction. A \$20 service charge shall automatically be applied in the event that the ACH payment is not honored because of insufficient funds, closed accounts, stop payments, or any other reason if MBS has not received in writing the required 10 business days' notice of intent to terminate agreement.

11. MISCELLANEOUS. This EULA is governed by the laws of the State of Nevada. Should you have any questions concerning this EULA, or if you desire to contact MBS for any reason, please contact the MBS Customer Information Department at 2251 N. Rampart #313 Las Vegas, NV 89128.

MERCHANT APPLICATION



ULTRACART SHOPPING CART APPLICATION
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BILLING INFORMATION

Your credit card will be charged on a monthly basis by BPS Info Solutions, Inc. according to the number of items that you offer for sale in your store.

0 to 50 Items	\$30/month
51 to 250 Items	\$45/month
251 to 500 Items	\$60/month
501 to 1,000 Items	\$100/month
1,001 to 5,000 Items	\$150/month
Additional Block of 5,000 Items	\$50/month

Name: _____

Address: _____

City: _____

State: _____

Zip Code: _____

Card Number: _____

Expiration: _____

Card Code: _____

By signing below I authorize BPS Info Solutions, Inc. to charge my credit card each month for services rendered.

X _____

MERCHANT ID

Your merchant ID will be used to identify your store to the UltraCart system. It may be up to 5 characters in length, and contain only letters and numbers. It is typically best to select something that is related to your store or merchandise. Please be aware this will show up on several documents that customers see and can not be changed after the fact.

Merchant ID: _____

COMPANY

We need to know the name of your company, URL to your website, and contact information that you want to provide customers.

Name: _____

Website URL: _____

Phone Number: _____

Email: _____

ADMINISTRATOR LOGIN

Next, you need to select a username, login, and password for the administrator account. This information will be used to log into the UltraCart system. Please select a password that will be difficult for others to guess, as it allows access to sensitive customer information. Your password must be at least 5 characters long.

Your Name: _____

Login: _____

Password: _____

ULTRACART CONDITIONS OF SERVICE
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The UltraCart Service ("UltraCart" or the "Service"), owned and operated by BPS Info Solutions, Inc. ("BPS") is provided to you ("you" or "Merchant") under the terms and conditions of this UltraCart Agreement and any operating rules or policies (collectively, the "UCA").

BPS hosts embeddable shopping cart services on the World Wide Web. The UltraCart Service ("UltraCart") allows Merchants to use the Service for the sole purpose of creating an online store ("Store") and evaluating UltraCart service.

BY COMPLETING THE REGISTRATION PROCESS AND CLICKING THE "I ACCEPT" BUTTON, YOU AGREE TO BE BOUND BY THE UCA. Nothing in this agreement obligates BPS or the Service to list, link to, accept or otherwise host any online store anywhere on a BPS server.

MERCHANTS OBLIGATIONS

Merchant acknowledges and agrees that it shall be responsible for all goods and services offered at Merchants Store, all materials used or displayed at the Store, and all acts or omissions that occur at the Store. For a full description of Merchants obligations, see UltraCart's Terms of Service.

BPS reserves the right to refuse to host or continue to host any Store that offers goods or services or uses or displays materials that are illegal, obscene, vulgar, offensive, dangerous or are otherwise inappropriate as determined by BPS in its sole discretion.

PROPRIETARY RIGHTS

Software License. BPS hereby grants Merchant a non-exclusive, non-transferable license to use the Software in object code form only on a server controlled by BPS for the sole purpose of providing embeddable shopping cart functionality to an external website. Merchant is not being granted any right to copy the Software or to use it on computers other than a server controlled by BPS. Merchant may not use Web pages or parts of Web pages generated by means of the Software, other than content that originates from and is proprietary to Merchant, on any server other than the servers controlled by BPS without BPS's express written agreement.

MERCHANT APPLICATION



Merchant shall not attempt to gain unauthorized access to any servers controlled by BPS.

MERCHANT PRIVACY

Merchant shall receive a merchantID, login, and password from BPS to provide access to and use of the UltraCart Service. Merchant is entirely responsible for any and all activities which occur under Merchants account, login, and password. Merchant agrees to keep its login and password confidential, to allow no other person or company to use its account, and to notify BPS promptly if Merchant has any reason to believe that the security of its account has been compromised.

INDEMNITY

Merchant agrees to indemnify and hold harmless BPS, and its parents, subsidiaries, affiliates, officers, directors, shareholders, employees and agents, from any claim or demand, including reasonable attorneys fees, made by any third party due to or arising out of Merchant's conduct, Merchants use of the Service, the goods or services offered at Merchants Store, any alleged violation of this agreement, or any alleged violation of any rights of another, including but not limited to Merchants use of any content, trademarks, service marks, trade names or other intellectual property used in connection with Merchants Store. BPS reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by Merchant, which shall not excuse Merchant's indemnity obligations.

DISCLAIMER OF WARRANTIES AND LIABILITIES

THE ULTRACART SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. NEITHER THIS AGREEMENT OR ANY DOCUMENTATION FURNISHED UNDER IT IS INTENDED TO EXPRESS OR IMPLY ANY WARRANTY THAT THE ULTRACART SERVICE WILL BE UNINTERRUPTED, TIMELY OR ERROR-FREE. THE SECURITY MECHANISM INCORPORATED IN THE ULTRACART SERVICE HAS INHERENT LIMITATIONS AND MERCHANT MUST DETERMINE THAT THE SERVICE ADEQUATELY MEETS ITS REQUIREMENTS.

MERCHANT ACKNOWLEDGES AND AGREES THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT ITS OWN DISCRETION AND RISK AND THAT MERCHANT WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES TO ITS COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL AND/OR DATA.

BPS, AND ITS PARENTS, SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES AND AGENTS, SHALL NOT BE LIABLE, UNDER ANY CIRCUMSTANCES OR LEGAL THEORIES WHATSOEVER, FOR ANY LOSS OF BUSINESS, PROFITS OR GOODWILL, LOSS OF USE OR DATA, INTERRUPTION OF BUSINESS, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER, EVEN IF BPS IS AWARE OF THE RISK OF SUCH DAMAGES, THAT RESULT IN ANY WAY FROM MERCHANTS USE OR INABILITY TO USE THE ULTRACART SERVICE OR THAT RESULT FROM ERRORS, DEFECTS, OMISSIONS, DELAYS IN OPERATION OR TRANSMISSION, OR ANY OTHER FAILURE OF PERFORMANCE OF ULTRACART SERVICE.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR LIABILITIES, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

GENERAL

The UCA and the relationship between Merchant and BPS shall be governed by the laws of the state of Georgia without regard to its conflict of law provisions. Merchant and BPS agree to submit to the personal and exclusive jurisdiction of the Superior Court of the State of Georgia for the County of Dekalb or the United States District Court for Georgia. BPS's failure to exercise or enforce any right or provision of the UCA shall not constitute a waiver of such right or provision. If any provision of the UCA is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties intentions as reflected in the provision, and agree that the other provisions of the UCA remain in full force and effect. Merchant agrees that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or the UCA must be filed within one (1) year after such claim or cause of action arose or be forever barred.

The section titles in the UCA are for convenience only and have no legal or contractual effect.

UltraCart Merchant Service Agreement

1.0 ACKNOWLEDGMENT AND ACCEPTANCE OF SERVICE AGREEMENT

The UltraCart service ("UltraCart" or the "Service"), owned and operated by BPS Info Solutions, Inc. (BPS) is provided to you ("you" or "Merchant") under the terms and conditions of this UltraCart Merchant Service Agreement and any amendments thereto and any operating rules or policies (collectively, the "UCSA" or "Agreement"). BPS reserves the right, in its sole discretion, to change, modify, add or remove all or part of the UCSA at any time. Merchant will receive notice of such changes and/or modifications pursuant to Section 14 regarding notices.

1.1 By accepting the terms and conditions of the UCSA, Merchant (a) represents and warrants that he or she is 18 years old or older; (b) agrees to provide true, accurate, current and complete information about Merchant as prompted by the Account Setup Information Form and all other configuration screens; and (c) agrees to maintain and update this information to keep it true, accurate, current and complete. If any information provided by Merchant is untrue, inaccurate, not current or incomplete, BPS has the right to terminate Merchants account and refuse any and all current or future use of the Service.

1.2 BY COMPLETING THE ACCOUNT REGISTRATION PROCESS AND CLICKING THE "I ACCEPT" BUTTON, YOU AGREE TO BE BOUND BY THE UCSA. Nothing in this agreement obligates BPS or the Service to list, link to, accept or otherwise host any online store anywhere on the BPS site. If these terms and conditions or any future changes are unacceptable to you, you may cancel your account pursuant to Section 7.1 regarding termination of service.

2.0 DESCRIPTION OF ULTRACART SERVICE BPS hosts interactive services on the World Wide Web and provides merchants with access to its UltraCart Server ("Service") to facilitate the creation and maintenance of Stores for the sale of goods and services.

3.0 MERCHANT'S OBLIGATIONS

3.1 Merchant acknowledges and agrees that it shall be responsible for all goods and services offered at Merchants Store, all materials used or displayed at the Store, and all acts or omissions that occur at the Store or in connection with Merchant's account, login, or password. Certain Stores may be subject to additional requirements.

3.1.1 Merchant agrees to display in the Store Merchant's contact information, including but not limited to Merchant's company name, address, telephone number, fax number, e-mail address, and hours of appropriate contact time including time zone. Merchant also agrees to update such information to keep it true, accurate, current and complete.

3.1.2 Merchant represents and warrants that it has full power and authority under all relevant laws and regulations: to offer and sell the goods and services offered at the Store, including but not limited to holding all necessary licenses from all necessary jurisdictions to engage in the advertising and sale of the goods or services offered at the Store; to copy and display the materials used or displayed at the Store; and, to provide for a method of payment (either credit card and/or check) and delivery of goods or services as specified at the Store.

3.1.3 Merchant represents and warrants that it will not engage in any activities: that constitute or encourage a violation of any applicable law or regulation, including but not limited to the sale of illegal goods or the violation of export control or obscenity laws; that defame, impersonate or invade the privacy of any third party or entity; that infringe the rights of any third party, including but not limited to the intellectual property, business, contractual, or fiduciary rights of others; and, that are in any way connected with the transmission of "junk mail" "spam" or the unsolicited mass distribution of e-mail, or with any unethical marketing practices.

3.2 BPS reserves the right to refuse to provide or continue to provide Service to any Merchant which it believes, in its sole discretion: (1) offers for sale goods or services, or uses or displays materials, that are illegal, obscene, vulgar, offensive, dangerous, or are otherwise inappropriate; (2) has substantially changed its Store from the time it was accepted; (3) received a significant number of complaints for failing to be reasonably accessible to customers or timely fulfill customer orders; (4) has become the subject of a government complaint or investigation; or (5) has violated or threatens to violate the letter or spirit of the UCSA.

4.0 PROPRIETARY RIGHTS

4.1 Software License. BPS hereby grants Merchant a non-exclusive, non-transferable license to use the Software in object code form only on a server controlled by BPS for the sole purpose of creating and maintaining Stores on such server. Merchant is not being granted any right to copy the Software or to use it on computers other than a server controlled by BPS. Merchant may not use Web pages or parts of Web pages generated by means of the Software, other than content that originates from and is proprietary to Merchant, on any server other than the servers controlled by BPS without BPS's express written agreement. Merchant also acknowledges and agrees that the Software is intended for access and use by means of web browsing software, and that BPS does not commit to support any particular browsing platform. BPS reserves the right at any time to revise and modify the Software, release subsequent versions thereof and to alter features, specifications, capabilities, functions, and other characteristics of the

MERCHANT APPLICATION



Software, without notice to Merchant. If any revision or modification to the Software materially changes Merchants ability to conduct business, Merchants sole remedy is to terminate the UCSA pursuant to Section 7.1 regarding termination of service.

4.2 BPS Intellectual Property. Merchant acknowledges and agrees that content available from BPS or the Service, including but not limited to text, software, music, sound, logos, trademarks, service marks, photographs, graphics, or video, is protected by copyright, trademark, patent, or other proprietary rights and laws, and may not be used in any manner other than as specified in Section 4.1 above.

4.3 Merchant's Property. Merchant agrees that by using the Service, Merchant grants BPS, and its successors and assigns, a non-exclusive, worldwide, royalty-free, perpetual, non-revocable license under Merchants copyrights or other intellectual property rights, if any, in such material to use, distribute, display, reproduce, and create derivative works from such material in any and all media, for purposes of promoting BPS or UltraCarts generally or Merchants Store in particular. Merchant also grants BPS the right to maintain such content on BPS's servers during the term of the UCSA and to authorize the downloading and printing of such material, or any portion thereof, by endusers for their personal use.

4.4 Unauthorized Access. Merchant shall not attempt to gain unauthorized access to any servers controlled by BPS.

5.0 FEES

5.1 Merchant shall pay BPS a monthly fee as set forth in the UltraCart fee schedule available at <http://www.ultracart.com/pricing.htm> and made a part hereof. All such fees are payable in U.S. dollars to BPS and shall be charged on the first day of each month to the credit card number given to BPS on the UltraCart Billing form (located in the UltraCart Configuration Menu.) BPS may also, upon 30 days prior notice to Merchant, alter its fee schedules and terms of the UCSA.

6.0 TERMS

6.1 Term. The term of the UCSA shall begin on the date BPS lists the Store in the UltraCart Listings and continue for 180 days. The term shall automatically renew for successive 180 day terms at renewal rates applicable at the time, unless notice of non-renewal is provided in accordance with Section 6.2, below; provided, however, that to qualify for each renewal Merchant must at the time of renewal be in substantial compliance with the material terms and conditions of the UCSA. BPS shall have the right, but not the obligation, to review any Store for compliance with the UCSA as part of the renewal process, or at any time.

6.2 Non-Renewal. Merchant may choose to discontinue service by choosing the option located on the Billing form. Merchant will be billed for partial usage of the Service based upon the number of days in the month it had been used. BPS, in its sole and absolute discretion, may give notice of nonrenewal with or without cause and without stating any reason therefor. This notice of nonrenewal must be given at least thirty (30) days prior to the end of the term then in effect and in the manner described in Section 14 regarding notice.

7.0 TERMINATION

7.1 Termination. Either party may terminate the UCSA on thirty (30) days notice if the other party has materially breached or is otherwise not in compliance with any provision of the UCSA, and such breach or noncompliance is not cured within such thirty (30) day period. BPS reserves the right to immediately suspend any customer access to the Store until such breach or noncompliance is cured.

7.2 Termination for Illegal or Other Activity. Notwithstanding the foregoing, BPS may, but has no duty to, immediately terminate Merchant and remove it from BPS servers if BPS in its sole discretion concludes that Merchant is engaged in illegal activities or the sale of illegal or harmful goods or services, or is engaged in activities or sales that may damage the rights of BPS or others. Any termination under this Section 7.2 shall take effect immediately and Merchant expressly agrees that it shall not have any opportunity to cure.

7.3 Waiver. Merchant expressly waives any statutory or other legal protection in conflict with the provisions of this Section 7.

7.4 Deletion of Information. Upon termination, BPS reserves the right to delete from its servers any and all information contained in Merchants account, including but not limited to order processing information, mailing lists, and any Web pages generated by the Software.

7.5 The provisions of Section 4 (Proprietary Rights), Section 10 (Indemnity), and Section 11 (Disclaimer of Warranties and Liabilities) of this Agreement shall survive any termination of the Agreement.

7.6 No refund for services will be issued under any circumstances. BPS charges for services in the rear and will collect a pro-rated portion of the monthly service fee if a merchant chooses to terminate their service during the middle of a billing cycle.

8.0 MERCHANT PRIVACY

8.1 Merchant Information. BPS maintains information about Merchant and the Store on BPS servers, including but not limited to Merchants account registration information, Merchant's customer order information, sales information, and clickstream data ("Merchant Information"). Merchant agrees that BPS may use Merchant Information in aggregate form for marketing or other promotional purposes.

8.1.1 Merchant agrees that BPS may disclose Merchant Information in the good faith belief that such action is reasonably necessary: (a) to comply with the law; (b) to comply with legal process; (c) to enforce the UCSA; (d) to respond to claims that the Merchant or Store is engaged in activities that violate the rights of third parties; or (e) to protect the rights or interests of BPS, BPS Store or others; provided, however, that nothing in this section shall impose a duty on BPS to make any such disclosures.

8.1.2 Merchant agrees that BPS may delete customer credit card information from BPS servers 14 days after Merchant retrieves such information, and may delete all other Merchant Information from BPS servers at the end of each calendar year.

8.2 Password. Merchant is entirely responsible for any and all activities which occur under Merchants account, logins, and passwords. Merchant agrees to keep its logins and passwords confidential, to allow no other person or company to use its account, logins, or password other than the appropriate own of each login, and to notify BPS promptly if Merchant has any reason to believe that the security of its account has been compromised.

8.3 Technical Access. Merchant acknowledges and agrees that technical processing of Merchant Information is and may be required: (a) for the Service to function; (b) to conform to the technical requirements of connecting networks; (c) to conform to the technical requirements of the Service; or (d) to conform to other, similar technical requirements. Merchant also acknowledges and agrees that BPS may access Merchant's account and its contents as necessary to identify or resolve technical problems or respond to complaints about the Service.

9.0 MAINTENANCE AND SUPPORT

9.1 Merchant can obtain assistance with any technical difficulty that may arise in connection with Merchant's utilization of the Software or Online Store Services by requesting assistance by email to support@ultracart.com. BPS reserves the right to establish limitations on the extent of such support, and the hours at which it is available.

9.2 Merchant is responsible for obtaining and maintaining all telephone, computer hardware and other equipment needed for its access to and use of the Software and Online Store Services and Merchant shall be responsible for all charges related thereto.

10.0 INDEMNITY

Merchant agrees to indemnify and hold harmless BPS, and its parents, subsidiaries, affiliates, officers, directors, shareholders, employees and agents, from any claim or demand, including reasonable attorneys fees, made by any third party due to or arising out of Merchants conduct, Merchants use of the Service, the goods or services offered at Merchants Store, any alleged violation of the UCSA, or any alleged violation of any rights of another, including but not limited to Merchants use of any content, trademarks, service marks, trade names, copyrighted or patented material, or other intellectual property used in connection with Merchants Store. BPS reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by Merchant, but doing so shall not excuse Merchants indemnity obligations.

11.0 DISCLAIMER OF WARRANTIES AND LIABILITIES

THE SERVICE AND SOFTWARE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. NEITHER THIS AGREEMENT OR ANY DOCUMENTATION FURNISHED UNDER IT IS INTENDED TO EXPRESS OR IMPLY ANY WARRANTY THAT THE ONLINE STORE SERVICES WILL BE UNINTERRUPTED, TIMELY OR ERROR-FREE OR THAT THE SOFTWARE WILL PROVIDE UNINTERRUPTED, TIMELY OR ERROR FREE SERVICE. THE SECURITY MECHANISM INCORPORATED IN THE SOFTWARE HAS INHERENT LIMITATIONS AND MERCHANT MUST DETERMINE THAT THE SOFTWARE ADEQUATELY MEETS ITS REQUIREMENTS. MERCHANT ACKNOWLEDGES AND AGREES THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED

MERCHANT APPLICATION



THROUGH THE USE OF THE SERVICE IS DONE AT ITS OWN DISCRETION AND RISK AND THAT MERCHANT WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES TO ITS COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL AND/OR DATA. BPS, AND ITS PARENTS, SUBS DIARIES, AFFILIATES, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES AND AGENTS, SHALL NOT BE LIABLE, UNDER ANY CIRCUMSTANCES OR LEGAL THEORIES WHATSOEVER, FOR ANY LOSS OF BUSINESS, PROFITS OR GOODWILL, LOSS OF USE OR DATA, INTERRUPTION OF BUSINESS, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER, EVEN IF BPS IS AWARE OF THE RISK OF SUCH DAMAGES, THAT RESULT IN ANY WAY FROM MERCHANTS USE OR INABILITY TO USE THE ONLINE STORE SERVICES OR THE SOFTWARE, OR THAT RESULT FROM ERRORS, DEFECTS, OMISSIONS, DELAYS IN OPERATION OR TRANSMISSION, OR ANY OTHER FAILURE OF PERFORMANCE OF THE ONLINE STORE SERVICES OR THE SOFTWARE. BPS LIABILITY TO MERCHANT SHALL NOT, FOR ANY REASON, EXCEED THE AGGREGATE PAYMENTS ACTUALLY MADE BY MERCHANT TO BPS OVER THE COURSE OF THE EXISTING TERM. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR LIABILITIES, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

12.0 NO RESALE OR ASSIGNMENT OF SERVICE Merchant agrees not to resell or assign or otherwise transfer its rights or obligations under the UCSA without the express written authorization of BPS.

13.0 FORCE MAJEURE Neither party shall be liable to the other for any delay or failure in performance under the UCSA resulting directly or indirectly from acts of nature or causes beyond its reasonable control.

14.0 NOTICES Any notices or communications under the UCSA shall be by electronic mail or in writing and shall be deemed delivered upon receipt to the party to whom such communication is directed, at the addresses specified below. If to BPS, such notices shall be addressed to sales@ultracart.com or P.O. Box 245, Tucker, GA 30085-0245, USA. If to Merchant, such notices shall be addressed to the electronic or mailing address specified when Merchant opens an account with BPS Store, or such other address as either party may give the other by notice as provided above.

15.0 ENTIRE AGREEMENT The UCSA constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all previous proposals, both oral and written, negotiations, representations, writings and all other communications between the parties.

16.0 GENERAL The UCSA and the relationship between Merchant and BPS shall be governed by the laws of the state of Georgia without regard to its conflict of law provisions. Merchant and BPS agree to submit to the personal and exclusive jurisdiction of the Superior Court of the State of Georgia for the County of Dekalb or the United States District Court of Georgia. BPSs failure to exercise or enforce any right or provision of the UCSA shall not constitute a waiver of such right or provision. If any provision of the UCSA is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties intentions as reflected in the provision, and agree that the other provisions of the UCSA remain in full force and effect. Merchant agrees that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or the UCSA must be filed within one (1) year after such claim or cause of ction arose, or be forever barred. The section titles in the UCSA are for convenience only and have no legal or contractual effect.