

## Free Terminal Placement Program

**PACKAGE 1** **FREE!**



- Accepts Credit, Debit, Check and EBT
- Fast Integrated Thermal Printer
- Secure Integrated PIN Pad

**Hypercom T4100**  
Multi-App, Dual-Comm, IP-Enabled Terminal

**PACKAGE 2** **FREE!**



**Hypercom T4100**  
Multi-App, Dual-Comm, IP-Enabled Terminal  
*plus* Check Imager and ALL cables

**OPTIONAL PACKAGE FEATURE** **FREE!**

- Compatible with packages 1, 2, & 3
- Simple, intuitive keypad design
- Compact size fits easily in hand



**Hypercom P1300 PIN Pad**  
The secure and private way for customers to enter their PIN number

### Choose your free package!

**FREE Placement Package #1**

**FREE Placement Package #2**

**Optional FREE PIN Pad Placement**

This Agreement is a contract between the Merchant named below and Total Merchant Services, Inc. ("TMS"). By checking the box(es) above, Merchant has accepted the equipment (the "Equipment").

Merchant agrees that the Equipment is the property of TMS, 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 TMS. If the Equipment is not returned within ten (10) days, Merchant agrees to pay the equipment value (\$375 for Package 1, \$750 for Package 2, plus \$125 if the optional P1300 PIN Pad was selected). In addition, Merchant agrees to be responsible for any damage to the Equipment as a result of misuse or negligence.

Merchant agrees to indemnify and hold TMS 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 TMS 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 TMS' Merchant Advantage Benefit Program, it will not be responsible for failure of Equipment for any reason, so long as such Equipment is returned to TMS. Under this program, TMS will also provide overnight replacement of the Equipment free of shipping/handling charges.

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

**If package #2 is selected, Merchant understands that package #1 will be substituted by default if the merchant is not approved for the check services program. Initials: \_\_\_\_\_**

I plan on using my terminal with:  A telephone landline  An internet broadband connection

\_\_\_\_\_  
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 TMS, hereby guarantee to TMS, 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.

\_\_\_\_\_  
Personal Guarantor Print Name

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

\_\_\_\_\_  
Date