



# Terminal Rental Program

## MERCHANT AGREEMENT/EQUIPMENT ACCEPTANCE

This agreement is a contract between the Merchant named below and Finical Holdings, LLC ("Finical") By signing the Agreement herein, Merchant has accepted the equipment (the "Equipment"), and terms of this agreement.

Merchant agrees that the Equipment is the property of Finical, and is being rented to Merchant, and must be returned in good and working condition within ten (10) days of the termination or cessation of processing with Finical. Equipment shall be returned to Finical's Deployment offices at 5429 Lyndon B Johnson FWY. Suite 725 Dallas, TX 75240 or any other company address as directed by Finical. If the Equipment is not received by Finical within ten (10) days, Merchant agrees to pay the equipment price of \$499.95 for terminals via ACH. In addition, Merchant agrees to be responsible for any damage to the equipment.

Merchant agrees to indemnify and hold Finical, and its Agents 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.

By signing below, Merchant understands that this Agreement constitutes a legal contract which binds Merchant, and Merchant further authorizes Finical to debit Merchant's account by ACH for the following fees:

### Payment Type: Monthly ACH Debit

**Merchant Authorizes Funds to be automatically debited from merchant's designated bank account.**

<b>VALOR VL100</b>	<b>Counter Terminal</b>	<b>Monthly</b>	<b>\$29.95</b>	<b>Number of Terminals</b> _____
<b>VALOR VL110</b>	<b>GPRS Terminal</b>	<b>Monthly</b>	<b>\$49.95</b>	<b>Number of Terminals</b> _____
<b>VALOR VL300</b>	<b>Pin Pad</b>	<b>Monthly</b>	<b>\$19.95</b>	<b>Number of Terminals</b> _____

**Bank Name:** \_\_\_\_\_

**Routing Number:** \_\_\_\_\_

**DDA/Account Number:** \_\_\_\_\_

I Authorize my bank to debit my account to the terms stated here. This authorization shall remain in effect until Finical and bank receive written notification from me of my intent to terminate at such time and in such manner as to afford the service provider and bank reasonable opportunity to act (Minimum 30 days). I understand that if my payment is reject by my bank, I will be liable to pay the full payment in addition to NSF fee of \$25 (or the amount allowable by law), which may be automatically debited for each NSF.

I represent and warrant that I am authorized to execute this payment authorization for the purpose of implementing this payment plan. I indemnify an hold the Finical the bank and their agents harmless from damage, loss or claim resulting from all unauthorized actions hereunder.

\_\_\_\_\_  
**Business Name**

\_\_\_\_\_  
**Signor & Personal Guarantor Name**

\_\_\_\_\_  
**Signor & Personal Guarantor Signature**

\_\_\_\_\_  
**Date**