



Application Type:

Single or Multi- Location:
 Master or Additional Location

Reseller ID#: _____

Master Account Name: _____

Add'l. Loc: _____

Terminal: Pax DeJavoo Model: _____

Business Information

Multi-Location – Skip if information is same as master account.

Serial #: _____

DBA Name	Business Phone
Legal Name	Email Address
Contact Name	Website
Location Address (Street, City, Zip)	

PO/Mailing Address (if different than location)

Location Address (Street, City, Zip)

Packages

Qty	4 Color Price	Qty	1 Color Price
100 -	N/A	100 -	\$ 250.00
250 -	\$ 350.00	250 -	\$ 350.00
500 -	\$ 550.00	500 -	\$ 450.00
1000 -	\$ 875.00	1000 -	\$ 650.00

Above pricing includes carriers/card holders. Shipping TBD

Gift Card Printing

Card Stock Color

Black White Gold Silver Copper Blue Green Red



Ink Color

Black White Metallic Gold Metallic Silver



Service Plan Fees

TenderCard Unlimited Transaction Plan \$30.00 / Month per location
 Setup / Annual Compliance Fee \$50.00 / @ setup, then billed annually

Multi-location Money Movement
 Holding account transfer frequency pricing
 -Not for single location merchants.

- Daily \$50/mo
- Weekly \$25/mo
- Monthly \$10/mo

All participating locations must have the same Fund Transfer Frequency.

Gift Card proofs will be emailed for approval before any printing begins.
 Logos/designs - preferred format; vector based pdf, ai, eps. Fonts outlined.
 Non vector psd, bmp, jpg. All designs must be 300dpi, CMYK color mode.
 Email designs to: danielle@thetendercard.com

I authorize TenderCard, Inc. to initiate ACH entries to the account provided on the attached voided check for all fees and charges incurred subject to, and as defined within this Application. Fees include, but are not limited to product orders, plan fees and transaction fees. I understand that if for any reason TenderCard receives a return for unavailable funds that I am subject to a \$25.00 reject fee.

AFFIX VOIDED CHECK(S) BEARING ABA ROUTING AND ACCOUNT NUMBERS FROM WHICH FUNDS ARE TO BE TRANSFERRED AND FILL IN BANK INFO BELOW

BANK NAME

ROUTING #

ACCT.#

By signing below, the signer hereby states that he/she is an authorized signer and all information is accurate and complete. Further, the merchant agrees to and accepts the *ACH Agreement* and all *Terms & Conditions* as set forth within this Application, receipt hereby acknowledged. The effective date of this agreement is the _____ day of _____ in the year _____, between TenderCard and the above named Merchant.

TenderCard Terms and Conditions

Merchant appoints TenderCard, Inc. and/or its Affiliates, to provide a point of sale gift and/or loyalty program and any related equipment and services, subject to "Terms and Conditions" as described herein. Merchant acknowledges that these Terms and Conditions shall define their contract with TenderCard and/or its Affiliates for the duration of their relationship. Application and/or agreement(s) is/are assignable by TenderCard.

Delivery: Cards will be shipped as ordered within 3 to 15 business days from the time TenderCard receives Merchant's approval of artwork (Proof). Delivery time may vary based upon quantity, type of cards ordered and shipping method.

Terms and Conditions: Merchant acceptance of all terms of the Agreement is an express condition of TenderCard's obligation to Merchant and TenderCard reserves for itself sole discretion to determine if Merchant has complied with the Terms and Conditions of this Agreement. All Terms and Conditions of this Agreement may be changed by TenderCard upon ten (10) business days written notice. Such changes will supersede any previous Terms and Conditions. This Agreement constitutes the entire Agreement between Merchant and TenderCard with respect to the subject matter hereof, and supersedes any prior Agreement, oral or written, between Merchant and TenderCard and/or its representative(s). Merchant agrees that the failure by TenderCard to enforce any Terms or Conditions of this Agreement is not a waiver of any terms and conditions herein contained.

Notice: Any notice sent to Merchant from TenderCard such as, but not limited to, a change in the fees schedule (either monthly or annually) and term of agreement must be submitted in writing via mail or email to the merchant listed in the merchant profile section of this merchant application. Any notice to TenderCard, including but not limited to change of ownership, changes to bank account(s) on file or cancellation, must be submitted in writing via email, or mail to the numbers/addresses specified at the bottom of this page. TenderCard does not monitor inactive accounts.

Artwork: Artwork submitted by or created for Merchant may be used by TenderCard and/or its affiliates in marketing, advertising or in any other medium.

Term Of Agreement: Term Of Agreement: The initial term of this Agreement shall commence on the effective date, and shall continue for two (2) years; thereafter it shall automatically and continually renew for a period of one (1) year,

Termination of Agreement: In order to terminate this Agreement with no penalty Merchant must give TenderCard written notice of intent not to renew in the form of a signed and returned "TenderCard Indemnification Form" no more than thirty (30) days prior to such termination and no later than five o'clock p.m. (ET) on the anniversary date of the original effective date, as defined in the "Term of Agreement" at the address, or email listed on the bottom of this page. Termination prior to the end of the initial 2 year term, is subject to an Early Termination Fee of \$250.00. This fee is collected in addition to any monthly processing fees or supplies purchased. Termination after the initial two year term, is subject to a one time early termination fee of \$50. Once proper cancellation procedures are followed, closing of the account will be accelerated and all owed fees will be ACH'd immediately. Termination prior to deployment of gift/loyalty supplies and/or download will result in no refund of any monies collected, however no further fees will be assessed. TenderCard may terminate this Agreement during any term for any reason and without any penalty or liability by giving Merchant written notice at least thirty (30) days prior to such termination.

Indebtedness: Should Merchant not satisfy any debt or obligation to TenderCard or an Affiliate, TenderCard or TenderCard's portion of debt to an Affiliate, based upon contracts and/or agreements between Merchant, TenderCard and/or Affiliate, such as outstanding and unpaid balances to TenderCard, such debt is subject to 1 1/2% interest per month as herein described; and Merchant's services shall be subject to immediate interruption.

Payment: Upon execution of this Agreement by Merchant's authorizing signature, Merchant agrees to make payment in full for fees and/or indebtedness to TenderCard via electronic transfers recurring monthly/ annually from its designated bank account, and therefore authorizes its bank to charge such funds and to pay to TenderCard (or its' assignees) any such amounts. These fees include but are not limited to monthly service fees, transaction fees, reorder of supplies, annual fee, etc.

Terms of Authorization: The authorization to charge Merchant's bank account is the same as if Merchant had personally signed a check to TenderCard. This authorization will remain in effect until 1) written notification to TenderCard to end this agreement and a reasonable amount of time to act; or 2) TenderCard sends Merchant written notice that this Agreement will end in ten (10) business days. A record of payments will be included in Merchant's regular bank statement.

Venue: This Agreement shall be interpreted under the laws of the State of Nevada. Applicant agrees that the venue for the enforcement of the terms and conditions of this Agreement shall be Palm Beach County, Florida.

Limitation of Liability: Notwithstanding anything in this Agreement to the contrary, in no event shall TenderCard, its Affiliates or its directors, officers, employees, agents or subcontractors be liable under any theory of tort, contract, strict liability or other legal theory for lost profits, lost revenues, lost business opportunities, exemplary, punitive, 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.

Multi Merchant Money Movement Using Holding Account (Master Account): The Master Account is responsible for holding all funds for activated cards via a Funding Account owned by the Master Merchant. This Funding Account is used for the express purpose of disbursing funds to Participating Merchants of this program. TenderCard will initiate an ACH debit (sweep) of the Participating Merchant Accounts daily and credit the Funding Account. Based on the funds transfer frequency, as authorized within this Agreement, TenderCard will initiate an ACH credit to Participating Merchants as activated cards are redeemed.

Multi Merchant Money Movement Using Holding Account (Additional Location): The Master Account is responsible for holding funds for all activated cards. TenderCard will initiate an ACH credit to the Participating Merchant's bank account for cards redeemed; and such ACH credit will occur in accordance with the funds transfer frequency as authorized within this Agreement and chosen by the Master Account.

Merchant Signature _____ Printed _____

DATE: ___ / ___ / _____

Sales Agent Signature _____ Printed _____

Reseller TCID _____ DATE: ___ / ___ / _____