

Merchant Card Services
Takepayment.com
1-800-659-5201
FAX: 760-269-3588

This Agreement is between Merchant Card Services (“MCS”), whose web address is shown at left and Merchant indicated below as of the date shown below next to Merchant Signature.

Merchant Services Agreement

Legal Name of Owner/ Principal: _____

Business Name _____

Address _____

City/State/Zip _____

Services Ordered: Weblink License with Gateway (Includes 500 transactions per month)

Total Start up Fees: \$ _____ Monthly Payment: \$ _____ Term: 12 Months

In this Agreement, the words “I” or “Merchant” mean the owner or principal of the business as indicated above who is entering into this agreement with Merchant Card Services, (“MCS”).

Merchant is contracting with MCS, to assist Merchant in obtaining listed services for above business and agrees to the following terms and conditions upon signing of this agreement.

I agree that I will cooperate with MCS in obtaining the services I have requested; I will provide additional documentation or information if I am asked to do so.

I understand that the “Total Start up Fees” shown above are nonrefundable. I agree to pay MCS the monthly amount shown for a the term shown for up to 500 transactions per month. Transactions over 500 per month will be billed at 15 cents per transaction. At the end of the term, I may elect to continue paying the listed amount to continue receiving listed services on a month-to-month basis, or I can terminate this agreement by notifying MCS in writing at least 30 days prior to such termination. MCS may increase the monthly payment amount at any time following the initial term agreement with a 30 day prior notice. If I do not agree to such increase in the monthly payment, I can elect to terminate this agreement.

In the event that any collection action or suit is instituted to collect this note or any portion thereof, I promise to pay reasonable costs of collection and attorney’s fees and in-house legal expenses.

I understand that this agreement is non-cancellable by me for any reason during the term thereof. In the event service request is cancelled by merchant before complete set up of services by MCS, Merchant agrees to pay a cancellation fee of an additional amount equal to the “Total Start up Fees” shown above plus a penalty fee of up to twelve

times the monthly amount shown on this agreement.

I authorize MCS to debit any of my checking accounts, savings accounts or credit card accounts for any monies owed on this agreement by a pre-authorized draft or my any other means available to MCS. Monthly debits are initiated around the 1st of the month.

If I do not make a payment within 5 days of its due date, I must pay MCS in addition to the payment, a late charge of \$10 for each late payment. Each month the past due payment remains unpaid, an additional late fee of \$10 will be assessed. There will be a processing charge of \$20.00 or whatever fee is allowable by law for any returned check or for any rejected pre-authorized draft, or any rejected automatic bank account debit.

I represent that I have requested services for business purposes and agree that under no circumstances shall this Agreement be construed as a consumer contract.

MERCHANT UNDERSTANDS AND AGREES THAT USE OF ANY SERVICE LISTED ABOVE, INCLUDING, BUT NOT LIMITED TO WEBLINK, GATEWAY, INTERNET, WEB, OR ANY ON-LINE SERVICE IS PROVIDED BY A THIRD PARTY, AND MERCHANT CARD SERVICES IS NOT RESPONSIBLE FOR SUCH SERVICES AND WILL NOT BE HELD RESPONSIBLE OR LIABLE FOR ANY CONSEQUENCE OF ITS USE BY MERCHANT OR ANY OTHER PARTY. BY ACCEPTING OR USING SUCH SERVICES, MERCHANT IS EXPRESSLY AGREEING TO THIS CLAUSE.

The parties hereby agree that this Agreement is made in, governed by, and to be performed in the State of California, and consent to proper venue to be in the courts of San Diego County, and waive any objection to venue in any such Courts and waive any right to a trial by jury so that trial shall be by and only to the Court.

Merchant

Signature _____ Date _____

Print Name _____ Title _____

Address _____

City/State/Zip _____

Merchant Card Services

By: _____
(Authorized Signature)

Date _____