



2303 ORANGE ST. HIGHLAND, CA 92346
 (909) 801-7399 FAX (909) 801-7398

ATM PROCESSING AGREEMENT

DATE ORIGINATED / /20

Legal Business name

DBA

Address

State/zip County

Type of Business Federal Tax ID -

Years in Business Sole Prop. Corporation Partnership LLC.

Mailing Address
(if different)

Site contact Name Phone #

Fax# e-mail

Personal Data for Principal Owners/Partners

Mr. / Ms. Name and Title (print)		
Other names known by		
Mandatory Social Security Number - -		
Home Address		
City	State	zip


Mr. / Ms. Name and Title (print)		
Other names known by		
Mandatory Social Security Number - -		
Home Address		
City	State	zip

Drivers License #
 Date of Birth
 Expiration Date

Drivers License #
 Date of Birth
 Expiration Date

I understand that based on the Patriot Act ownership of an ATM now constitutes the requirement of a background check to ensure principal owners do not have a criminal record or are on probation. By initialing here I agree to cooperate with these requirements **Initial** _____




One Time Fees		QTY	Unit Cost	Ext. Price
Non-Refundable Application Fee (One fee per Agreement Submitted)			\$195.00	
Technical Reprogramming Fee (Per ATM)				
Equipment Order Schedule				
Item No.	Description	QTY	Unit Cost	Ext. Price
		Sub Total		\$
All purchase require the following				
		Local tax	%	\$
Return all Paperwork and payment to Cashline ATM, Inc. 2303 Orange St. Highland, CA 92346		Down Payment \$	Balance Due \$	
Online Statement and Transaction Access				
Log on to www.genpasconnect.com				
Company ID 053089		User ID _____	Password) 123456	

Your default password will expire in 3 days (from installation) web-site will prompt you to change this immediately upon I initial log-in

Optional Maintenance Packages	
\$37.50/ month or \$0._____/transaction	
Surcharge and Customer Rebate	
ATM per transaction fee \$ _____	Customer Rebate \$ _____

The undersigner certifies, by an officer signing below if a corporation, or by a partner signing below if a partnership or the owner signing below if a sole proprietorship that the undersigned is authorized to act on behalf of customer. Customer authorizes Cashline ATM, Inc. its assignees, any leasing company, or other investigative agency to investigate the references given on the company or the principals for the purpose of this application. Customer agrees to all terms and conditions of the Agreement on pages 3, 4, 5 and 6 of this agreement and any addendums or schedules (and by reference hereto specifically incorporated herein). Customer warrants the truth of information supplied herein and on accompanying documents. Customer, upon approval by Cashline ATM, Inc. authorizes ACH transfers as noted herein. CUSTOMER ACKNOWLEDGES THAT THEY HAVE RECEIVED A COPY OF THIS APPLICATION AND HAVE READ, UNDERSTOOD, AND AGREED TO, ALL TERMS AND CONDITIONS OF THE ATM AGREEMENT ON PAGES 3, 4, 5 AND 6. IF CUSTOMER IS APPLYING FOR AL LEASE, THEIR LEASE WILL BE GOVERNED BY A SEPERATE LEASE AGREEMENT, WHICH WILL BE A LESSOR, WHICH MAY NOT BE CASHLINE ATM, INC.

Entire Agreement Accepted by Customer X _____ Authorized Signature Print Name _____ Date: _____ Title: _____
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Entire Agreement Accepted by  X _____ Authorized Signature Print Name _____ Date: _____ Title: _____

TERMS AND CONDITIONS (CONTINUED)

This Agreement ("Agreement" or "ATM agreement") entered into as of the date listed as "Agreement Date" on the Application, is by and between the Customer ("Customer", as hereafter defined), whose name appears on the Application on the first page of this Agreement, and *Cashline* ATM, Inc a division of Global Merchant Solutions LLC. ("Cashline"), and constitutes the entire agreement between the parties concerning ATMs and related equipment and data or transaction processing services, except Customer's financing and/or lease arrangements, if any, which are covered by a separate agreement with a lessor or lender.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

1. DEFINITIONS:

- (a) **ACH** is the Automated Clearing House paperless funds transfer system.
- (b) **Customer** is the Sole Proprietor, Partnership, Corporation, nonprofit, Limited Liability Company or other legal entity responsible for accepting and agreeing to these Terms & Conditions:
- (c) **Account** is the bank account for which Customer has submitted ACH authorization information on this agreement or an ACH Authorization form to *Cashline* (allowing *Cashline* to post ACH entries to that account.)
- (d) **ATM** is an Automated Teller Machine.
- (e) **Terminal(s)** refers to any ATM cash dispenser(s), Scrip Machines, or associated hardware, signage, and software installed at the customer's Premises.
- (f) **Transaction** means a request to perform specific ATM functions.
- (g) **Authorization** or **Authorized** is the card issuer's electronic approval of a specific ATM transaction.
- (h) **Network** is an association or processing intermediary with Cardholder's bank in order to provide ATM service.
- (i) **Cardholder** is a person using an ATM, debit, or credit card to access their account by using a PIN.
- (j) **PIN** is a Personal Identification Number assigned to cardholder for authorizing ATM transactions.
- (k) **Premises** is the location(s) where the terminal(s) are to be installed, as shown on the front of this Agreement, and/or listed on any Addendum to this Agreement.
- (l) **Application** is this document in its entirety and any attached *Cashline* schedules, which are part of this Agreement.
- (m) **Surcharge** is an ATM convenience fee, which is charged to Cardholders making cash withdrawals at the Terminal(s).
- (n) **Surcharged Transaction** is any Authorized cash withdrawal at the Terminal(s), for which Cardholder pays a surcharge.
- (o) **Terminal Acquisition Method** is the way the ATM was acquired. Lease means the customer entered into a Separate Lease Agreement. Purchase means the customer purchased the ATM with cash or a check or Credit Card. Reprogram means the customer already has an ATM or acquired it from another source and is contracting with *Cashline* to process transactions. Customer holds *Cashline* harmless as to any other agreements Customer may have.
- (p) **Cashline** refers to the Processing Entity ISO.
- (q) **Paragraph** refers to the numbered paragraphs of the Terms and Conditions of this Agreement.
- (r) **Section** refers to the numbered section on the first two pages of this Application.
- (s.) **Interchange**, refers to the income Network Entities recompense *Cashline* for subscription and accessibility to their respective banking network.
2. **EQUIPMENT:** Customer agrees to operate the Terminal(s) at the Premised or at mutually agreed upon location(s), as identified on the Application. ("Location(s)") Unless specifically authorized by *Cashline* in writing, THE TERMINAL MUST BE LOCATED INDOORS IN A CLIMATE CONTROLLED ENVIRONMENT WHICH MEETS THE TERMINAL MANUFACTURERS SPECIFICATIONS FOR TEMPERATURE AND HUMIDITY. Unless specifically designed for outdoor through the wall use
3. **PROCESSING SERVICES:** *Cashline* shall provide ATM transaction processing services for the Terminal(s) ("Processing"). The functionality, services, products and content of such Processing will at all times be at the sole discretion of *Cashline*, provided that *Cashline* will provide, at a minimum, such functions and services as are required by any applicable Network or governmental rules or regulations. *Cashline* agrees to provide, and Customer agrees to utilize exclusively during the term of this Agreement, such processing services as *Cashline* has selected to process the ATM transactions from the Terminal. Customer agrees to accurately complete all necessary documentation as may reasonably be required by *Cashline* to facilitate the implementation and delivery of such Processing and other services. *Cashline* will mail via US or Electronic means customers monthly reports showing the amount of surcharged transactions, daily ACH activity, rebate amounts, charges, and any other information which *Cashline* may deem necessary. The reports will be mailed to the Customer address listed on the Application unless Customer specifies otherwise in writing. *Cashline* may, at its discretion, eliminate mailed reports to Customers electing to have internet access to their account.
4. **AVAILABILITY:** Customer agrees that during Customer's normal business hours the Terminal shall remain available for use by Customer's customers and any other persons desiring to use the Terminal. *Cashline* reserves the right to schedule reasonable downtime to accomplish necessary maintenance or system improvements. These activities are at the sole discretion of *Cashline* and/or its ATM processor, and should not exceed 5% of available time per calendar month.
5. **PARTIES OBLIGATIONS:** The parties agree that each will use its best effort to comply with all applicable federal, state and local laws, ordinances rules and regulations of any applicable Networks and any provider of an affiliated service under this Agreement. Customer and *Cashline* will each have additional obligations, as outlined in this Agreement, depending on the acquisition method and other service selected on this

application. If Customer has requested on-line Internet statement access, then Customer authorizes *Cashline* to display Customer's account information on a password restricted Internet page. Customer remains responsible for maintaining the security of Customer's password. Customer releases *Cashline* from any liability associated with the above referenced Internet account access. When Customer provides the currency loaded in the Terminal(s), Customer will: (a) perform first line maintenance functions which may include replenishment of receipt paper, ribbons, and handling paper and cash misfeeds; (b) provide the cash in an amount deemed adequate by *Cashline*, and replenishment service necessary for the operation of the Terminal(s) to assure that the Terminal(s) have sufficient cash during all normal operating hours, and pay all charges related to the stocking of the Terminal(s). Cash loaded into the Terminal(s) is Customer's sole risk and responsibility.

6. **TERM:** The initial Term of this Agreement shall be (72) months. The initial Term for each Terminal shall commence upon the date of which *Cashline* begins to provide processing services for the Terminal ("Commencement Date") and shall automatically renew after the initial Term for successive (72) month terms ("Renewal Terms") Customer may cancel future renewal term provided that the party gives *Cashline* written notice via certified mail ninety (90) days prior to the end of the Initial or Renewal Term. Customer at the end of that Term will conclude or renew its relationship with *Cashline*. *Cashline* may exercise its right to renew this processing agreement during the term or extended term period with written notice made to customer delivered by US mail or common carrier. Customer agrees that any Terminal added to this Agreement shall have independent terms which shall commence on Terminal's installation date and run for Initial and Renewal Terms equal in length to those of the original Terminals.

7. **CANCELLATION:** Notwithstanding the preceding paragraph, this Agreement may be cancelled as follows: (a) either party may terminate this Agreement in its entirety, effective (30) days after receipt of a written notice of termination, if the other party is in default of this Agreement, provided that such default continues for more than 30 days after receipt of notice of such default; (b) **Terminal inactivity (defined as no attempted Cardholder transactions) for a period of 30 consecutive days will constitute as Customers termination of this Agreement, provided that prior to termination due to inactivity, Cashline**, may, at its sole option, approve a request to avoid termination resulting from such a period of inactivity at a rate of **45.00 per month**, idol terminal fee for a maximum 12 months; (c) If at any time during the Term of this Agreement any regulation, legislation, law, or rule, is adopted which prohibits ATM surcharges in the geographic area in which the Premises is located, *Cashline*, at its sole discretion, may: (i) upon ten (10) days notice to Customer: terminate this Agreement, or (ii) subject to Customer's consent, accept a revised financial arrangement with Customer, where such arrangement provides *Cashline* with monthly revenues at least equal to those revenues generated from the Terminal while surcharging; (d) *Cashline*, at its sole discretion, may terminate this Agreement if its entirety, effective immediately, if the Customer of any principal, shareholder or director of the Customer is (a) convicted of (i) a crime directly or indirectly related to the Customer's business including, but not limited to, the operation of ATMs or (ii) a crime of moral turpitude or (b) engages in questionable business conduct as determined in *Cashline's* sole discretion; (e) All notices hereunder shall be in writing and shall be sent by registered mail, return receipt requested. Such notice will be addressed, to *Cashline*, at its address listed on the application, and if to Customer, to the contact name on record or simply to "whom it may concern", at Customer's address, as listed on the Application. Any party may change its address for notice in accordance with the terms of this paragraph. All notices will be deemed received four (4) days after the date of such mailing.

8. **CUSTOMER REBATES (CRs) AND FEES:** If applicable, *Cashline* agrees to pay Customer a monthly rebate less any amounts owed to *Cashline*, commencing on the date the Terminal is installed ("Installation Date") for each Surcharged Transaction made at the Terminal, as set forth and agreed to on the Application. CUSTOMER AGREES THEY WILL RECEIVE A REBATE ON VALID TRANSACTIONS ONLY. *Cashline* reserves the right to allow "MoneyPass" Cardholders to withdraw funds without being charged a surcharge. Only networks set up especially for the purpose of allowing surcharge free transactions will incur any surcharge free transactions through the MoneyPass program. *Cashline* may receive compensation via interchange for such transactions. *Cashline* or any of its assignors may, without demand or notice, credit or debit, as applicable, Customer's bank account for the amount of CRs, adjustments, monthly fees, overdue invoices, or any other amounts owed to *Cashline* by Customer, as described in this Agreement or on this Application. Customer acknowledges that, without prior notice transaction fees and charges may be adjusted to reflect any changes in fees from the processor, banks or Network fees assessed by *Cashline*. Customer's bank account will be credited or debited the net amount of rebates or fees on a monthly basis. CRs will continue as long as *Cashline* processes Surcharged Transactions from the Terminal. *Cashline* will disburse Credits monthly, in arrears, via ACH direct deposits. On the fifteenth day of each month or the next business day if the 15th falls on a weekend or non-banking holiday, *Cashline* will debit via ACH any adjustments, monthly fees, overdue invoices, *Cashline* portions of surcharge revenue, or any other amounts owed to *Cashline* by Customer, in addition to applicable statement fees. In the event of anticipatory breach *Cashline* may establish a reserve account for fees to defend the entirety of the agreement collectable at any time during the contract period. If a breach is committed customer will forfeit any funds due and applied to mitigation of damages caused by early termination in section 26.

9. **INSTALLATION & SETUP:** Upon execution of this Agreement by *Cashline*, Customer authorizes *Cashline* or any of its agents or designees to install the Terminal(s) at the Premises set forth on the Application. All installations will take place Monday – Friday, 8am to 5pm. Customers requiring installation outside these times or on weekends or holidays, may incur an extra cost. Any special installation requests or circumstances arising due to Customer and requiring additional charges will be at Customer's sole cost and expense. If for any reason the Customer does not comply with the obligations of this Paragraph or otherwise defaults under this Agreement, Customer shall be responsible for all costs and expenses associated with the installation, setup and any subsequent de-

Initial _____ Date _____

TERMS AND CONDITIONS (CONTINUED)

ACH, without any demand or notice, from Customer's account.

10. PHONE & ELECTRICAL OR INTERNET SERVICE PROVIDER REQUIREMENTS: Customer shall, at their sole cost and expense, provide, Maintain, and provide ongoing services for one (1) dedicated business telephone or ISP line capable of dialing toll free numbers or Internet connection, and one (1) operating isolated dedicated grounded electric power outlet (15-20 Amp -110V), installed directly behind the agreed upon location of the ATM Terminal. Customer shall pay for all installation and monthly charges incurred in connection with said telephone line and electrical power usage. If customer chooses to access the Cashline network via Cellular modem, monthly charges apply in the amount of \$16.95 Per calendar month. CUSTOMER AGREES TO HAVE POWER AND TELEPHONE SERVICE INSTALLED AND OPERATIONAL SEVEN (1) DAYS BEFORE SCHEDULED TERMINAL INSTALLATION DATE. IF POWER AND/OR TELEPHONE SERVICE IS NOT OPERATIONAL ON THE SCHEDULED INSTALLATION DATES, INSTALLATION WILL BE POSTPONED FOR UP TO TWO (2) WEEKS AND CUSTOMER WILL BE SUBJECT TO AN ADDITIONAL CHARGE OF UP TO \$100, WHICH *Cashline* WILL DEDUCT FROM CUSTOMER'S ACCOUNT, VIA ACH DEBIT.

11. CUSTOMER SERVICE LINE: *Cashline* will maintain a "Helpline" to be used by Customer and Cardholders during normal business hours.

12. EXCLUSIVITY: Customer shall not permit the removal of Terminal(s) from the Premises nor allow the placement of any other ATMs Terminals, scrip terminals, or electronic cash-back devices of any type at the Premises or adjoining premises controlled owned by Customer. **Customer shall not subscribe to any other data processing service for processing ATM transactions** gift card processing or Utility processing at the Premises during the Term of this Agreement, except as may be approved in advance and in writing by *Cashline*, or as contractually required by any lessor of the Terminal, provide that Customer will provide *Cashline* with a signed letter from lessor attesting to such requirement within thirty (30) days of implementing such requirement.

13. TERMINAL WARRANTY & MAINTENANCE: New Terminals are covered by manufacturer's warranty (which is included with the Terminal(s)). During the warranty period or while *Cashline* provides any maintenance services, Customer shall not permit anyone other than *Cashline* (or its agents) to perform any service or repair work on the Terminal(s). Manufacturer's warranty ("Base Coverage") is subject to the following exclusions: any service or repairs necessitated by installation or malfunction of non *Cashline* supplied parts, or repairs because of maintenance or repair by a non *Cashline* service technician, damage caused by Customer, vandalism, burglary, fire, water, flood, war, riot, earthquakes, civil disorder, acts of God, settling of wall or foundation, loss or incorrect changing of combination or time lock settings, abuse or usage of the Terminal(s) for purposes other than designed and/or intended, use of off brand parts which cause Terminal(s) to malfunction or the malfunction of any telephone line or power supply, or any other exclusions listed on the manufacturer's warranty. *Cashline* may provide, but shall not be obligated to provide, "Billable Call Services" for excluded or uncovered repairs at the then current rates, on an "as available" basis. Billable Call Services will include, but not be limited to: (a) Base Coverage exclusions; (b) work requested by Customer to install or relocate the Terminal(s); (c) repair of currency canisters and their locks and keys, damaged by Customer or any third party; (d) movement of Terminal(s) by anyone other than *Cashline* and at *Cashline's* discretion; (e) repeat service calls for Terminal in good operating condition. Parts and labor not covered by manufacturer's warranty will be subject to a charge at current prices. The performance of this Paragraph may be subcontracted in whole or in part by *Cashline*, in its sole discretion, to any vendor or agent.

14. LOCATION ACCESS: *Cashline* and its designated agents or representatives shall at any reasonable time and at all times during business hours have the right to enter the location for the purpose of inspecting, repairing, maintaining, or upgrading the Terminal and observing its use. Customer authorizes *Cashline* and its agents to survey and photograph the Premises and/or Terminal as needed.

15. USE OF NAME AND LOGO: Customer understands that the name *Cashline ATM* and the *Cashline* logo are registered trademarks of *Cashline*. Customer agrees to allow *Cashline* to display any affiliate company logo(s) for branding purposes. For the term of this Agreement, *Cashline* agrees to allow the use of their name and logo on all Terminal(s) listed on the Application only. CUSTOMER is expressly prohibited from displaying the *Cashline* name or logo on any ATM, MACHINE, OR OTHER CASHBACK DEVICE OTHER than those listed on the Application... *Cashline* agrees to allow the use of *Cashline* supplied marketing materials or other materials developed separately, provided that the use of *Cashline* name and logo must comply completely and absolutely with graphics standards and usage instructions as specified by *Cashline*. Within ten (10) days after the termination of this Agreement, Customer agrees to cease using the "*Cashline ATM*" name and logo in any manner or method. If the Customer continues to use the *Cashline* name or logo, *Cashline* will impose an Unauthorized Usage Fee of \$50.00 per week until the Customer ceases to use the name and/or logo. The full amount of the above fee will be debited from the Customer's account via ACH, without demand or notice, or through other means, at the discretion of *Cashline*. In addition to the full amount of the above fee, This fee serves solely to compensate *Cashline* for the unauthorized use of its logo or name, and in no way constitutes approval to continue to use, nor does such fee create a license for Customer's continuing use of the *Cashline* name or logo. Customer must still comply with all provisions of this paragraph. The provisions of this paragraph will survive the termination of this Agreement.

16. INVESTIGATIVE REPORTS: Customer understands that an investigative consumer report (credit check) and background check (criminal check) may be done in connection with this application. Customer authorizes *Cashline* or any affiliate company, credit bureau, or credit reporting agency employed by *Cashline* or prospective leasing agents of *Cashline* to investigate any statements or data obtained from Customer, or any of the principals for Customer, for the purpose of evaluating Customer's credit worthiness and criminal record from time to time during the Term of the Agreement. In addition, Customer agrees to notify *Cashline* within ten (10) business days of: (i) the

Customer, of a crime related directly or indirectly to the Customer's business or a crime of moral turpitude. Customer shall also be required to provide *Cashline* with and update of Customer's creditworthiness and absence of criminal record upon the request of *Cashline*.

17. PROPERTY OWNERSHIP OR LEASE TERMS: Customer represents and warrants that it is the owner of the Premises or holds an agreement authorizing the use operation of the Terminal(s) with the owner of the Premises or Government Agency, or that it holds a lease or an agreement with the holder of the lease or an option to renew the lease with the owner(s) of the premises which grants the Customer exclusive operation of all ATM terminals in or around the leased premises of equal or greater length than the initial length of this Agreement.

18. EQUIPMENT RELOCATION: In the event Customer transfers or moves their business from the Premises to new Premises, Customer shall notify *Cashline* not less than thirty (30) days prior to such event. Customer agrees to pay *Cashline* a Terminal Relocation Fee of \$250.00 for each such relocation. This administrative fee is in addition to any costs incurred to physically relocate the Terminal(s). Any relocation of the Terminal(s) in this Agreement shall be deemed amended to apply to Customer's new Premises for the remaining Term, and any successive Terms of this Agreement. The Terminal(s) shall be placed in mutually agreed upon indoor location(s). *Cashline* will arrange to have the terminal(s) de-installed and re-installed at the new Premises at the Customer's sole cost and expense. Additionally, Customer acknowledges that the Terminal(s) may be subject to various applicable Network regulations or Federal, State or local laws ("Regulations"), and that such Regulations may govern, among other things, the placement or security of the Terminal(s). THEREFORE, THE CUSTOMER AGREES NOT TO ATTEMPT TO RELOCATE OR MOVE THE TERMINAL(S) WITHOUT THE PRIOR WRITTEN CONSENT OF CASHLINE. IF CUSTOMER MOVES OR RELOCATES WITHOUT WRITTEN CONSENT OF CASHLINE, CUSTOMER SHALL BE SUBJECT TO A \$500.00 PENALTY FROM CASHLINE, IN ADDITION TO ANY ACTUAL FINES, FEES, PENALTIES, EXPENSES, OR THIRD PARTY CHARGES OF ANY KIND INCURRED AS A RESULT OF CUSTOMER MOVING THE TERMINAL(S).

19. ADVANCEMENT OF HARDWARE: In the event of advancement of hardware by *Cashline* through an option agreement, customer agrees, that upon execution of that option and or purchase, the remainder of the test period will cease and the initial term of this agreement shall commence as per section 6 of this processing agreement. If the test period ends without execution of the option, customer agrees to return the equipment in the same condition as it was originally acquired. Customer agrees to compensate *Cashline* for damage to the extent that the ATM is returned to the original condition or replacement.

20. RELATIONSHIP OF THE PARTIES: It is expressly understood and acknowledged that it is not the intention or purpose of this Agreement to create nor shall the same be construed as creating any type of partnership, joint venture, or other fiduciary relationship between the parties or their agents or representatives.

21. ASSIGNMENT: Customer shall not assign or in any way dispose of any part of their rights or obligations under this Agreement without the prior written consent of *Cashline*. In the event of the Sale of customers business where the *Cashline* ATM is processing, Customer will place into escrow the entirety of this document for transfer and assignment document to prospective buyer. Should Customer attempt to make such an assignment without the written consent of *Cashline* and appropriate acceptance of this contract, Customer shall remain liable to *Cashline* for termination fees as set forth in Paragraph 6, 28 of this Agreement. Should an unauthorized assignee of this Agreement commence processing for a minimum of seven days, *Cashline*, at its sole discretion, may ratify such assignment, thus binding assignee to all terms of the Assignment for the remainder of the initial term. New Customer will be required to pay standard background check and application fee. *Cashline* may sell and assign its rights and interest in any equipment hereunder to another party (*Cashline* Assignee), either outright or as collateral security for loans. Upon notice of any permitted assignment from *Cashline*, Customer shall perform their obligations hereunder to any *Cashline* Assignee (or to any other party designated by *Cashline* Assignee).

22. ADJUSTMENTS: In the event any Transaction is disputed by a Cardholder institution and as a result is reversed or charged back by a financial institution, or there is any posting error to a Customer's bank account, Customer hereby authorizes *Cashline* to reverse the Transaction or charge back the disputed amount, plus any applicable assessed fees ("Adjustments") directly from Customer's Account as identified in the ACH Authorization Release. Additionally any, such disputed amount (plus any assessed fees) may, at the sole discretion of *Cashline* and in lieu of an ACH debit, offset and reduce any Credits due to customer. *Cashline* will provide Customer with notice of all adjustments.

23. LIMITATION OF LIABILITY: (a) Except for insuring that funds are transferred to reimburse Customer for cash dispensing transactions and any CRs owed to Customer, *Cashline's* SOLE LIABILITY, IF ANY TO CUSTOMER HERUNDER, EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED FOR IN THIS AGREEMENT, NO LIABILITY FOR SPECIAL, GENERAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR ANY DAMAGES OF ANY KIND, OR SUMS PAID BY CUSTOMER TO THIRD PARTIES. ADDITIONALLY, CASHLINE SHALL HAVE NO LIABILITY WHATSOEVER TO ANY THIRD PARTY IN CONNECTION WITH THEIR USE OR ATTEMPTED USE OF ALL TERMINAL(S); (b) Customer and *Cashline* agree that these provisions herein are reasonable in light of all present and predictable circumstances, including, but not limited to, any and all fees charged by *Cashline* under this Agreement and the possible amount of actual damages to the Customer; (c) No action arising out of this Agreement may be brought by either party more than Four years after the causes of action accrued; (d) Customer agrees that *Cashline* will not be liable for any loss, expense or cost incurred by Customer, Customer's patrons, or any persons or entity as a result of any cause beyond the reasonable control of *Cashline* including, but not limited to, inclement weather, war, fire, explosions, power failures. All other acts of God, government priorities, labor stoppage,

supplier failure or delay, civil disorder, failure to process any ATM transaction, malfunction or breakdown of equipment transportation facilities or other equipment of any nature. **Cashline's** performance shall be excused during any such event but **Cashline** will use its best efforts to limit the duration of any such delay; (e) In any dispute between parties , whether or not resulting in litigation, Cashline ATM shall be entitled to recover from costs and reasonable expenses including experts to validate Cashline Losses without limitation, all reasonable attorney's fees and shall include without limitation, a party who dismisses an action for recovery in exchange for sums allegedly due, performance for covenants allegedly breached or consideration substantially equal to the relief sought in the action or which receives, in connection with any dispute, performance from the other party substantially equivalent to any of these in Section 28; (f) **Cashline MAKES NO WARRANTIES, EXPRESSED OR IMPLIED , WITH RESPECT TO Cashline SUPPLIED SERVICES OR ANY TERMINAL OR HARDWARE SOLD BY Cashline, EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT. NO ORAL OR WRITTEN REPRESENTATION OR STATEMENT MADE BY Cashline OR ANY OF ITS AGENTS OR EMPLOYEES INCLUDING BUT NOT LIMITED TO, ANY SPECIFICATIONS, DESCRIPTIONS OR STATEMENTS CONTAINED IN USER GUIDES PROVIDED TO CUSTOMER, SHALL BE BINDING UPON Cashline AS A WARRANTY PROMISE OF PERFORMANCE UNLESS EXPRESSLY CONTAINED IN THIS WRITTEN AGREEMENT.**

24. INDEMNIFICATION: To the fullest extent allowed by the law, Customer agrees to forever defend, indemnify and save **Cashline**, its officers, directors, employees, and agents free, clear and harmless from and against all obligations, suits, loss, liability, expense lien or claims whatsoever arising out of or relating to this Agreement, including, duplication of contract with competing processor, any loss, or any liability, expense, or claim for death or injury to person or property.

25. CONTROLLING THE LAW: This Agreement shall be construed, interpreted and enforced in accordance with the laws of the State of California. The Jurisdiction and Venue for any legal proceeding relating to this agreement shall be in Orange County, California.

26. Waiver: A waiver by either party of a breach of any provision of this Agreement shall not constitute a waiver of that party's rights to otherwise demand strict compliance with this Agreement and any and all provisions hereof. Failure to enforce any term or condition of this Agreement is not a waiver of future enforcement of that or any term.

27. SEVERABILITY: If any clause or provision of the Agreement is held illegal, invalid, or unenforceable under any present or future laws, it is the intention of the parties hereto that said provision be severed from this Agreement and that all other terms, conditions and provisions of this Agreement will remain valid and in force.

28. Early Termination: Should this Agreement be terminated prior to the end of the Initial or Renewal Terms by the Customer. Customer agrees to pay this pre-negotiated liquidated damages fee which is: thirty-three dollars (\$33) multiplied by the number of days remaining on the term, and one successive term. This is considered not to be a penalty but a pre-agreement for exiting the term pre-maturely for losses sustained by Cashline ATM for its portion of Surcharge and Interchange. This settlement is applicable for Space leases agreements or Owner terminals which process via the Cashline ATM network. Termination fee may be debited via ACH, without demand or notice, or through other means at the discretion of **Cashline**. In the event of Business closure and the principle operation or function of the business ceases to operate for more than 60 consecutive day without a transaction, the aforementioned exit remedy will take affect.

29. EXHIBITS: All applications, exhibits, schedules and/or addenda attached hereto ("Exhibits") are incorporated into this Agreement and made a part hereof, provided such Exhibits are signed by both parties. In the event of any conflict between such Exhibits and the Terms of this Agreement, the exhibits shall control ATM location information and Customer's bank account information for debit or credits.

30. CONFIDENTIALITY: The parties agree that any information exchanged between the parties, whether written or verbal, and which is not in the public domain shall be considered "Confidential Information." Confidential Information shall included, but shall not be limited to, any and all information contained in the Application or this Agreement , information obtained by either party under this Agreement, pricing, sales literature, technical specification, business plans, customer lists, business partnerships or relationships, methods of doing business, or any proprietary business information, technique, technology, or service method. The Customer and **Cashline** agree not to disclose the other's Confidential Information to any third party or entity without the express written consent of the other party in this Agreement. The parties further agree to exercise at least as much care in protecting the other party's Confidential Information as they would their own Confidential Information. THE PROVISIONS OF THIS PARAGRAPH WILL SURVIVE THE TERMINATION OF THIS AGREEMENT FOR A PERIOD OF 120 MONTHS) FROM THE ORIGINAL DATE OF THIS AGREEMENT.

31. ADVERTISING: Subject to Terminal capabilities and applicable **Cashline** advertising guidelines, and/or policies, Customer shall have the right to place one (1) advertising message on each display screen per ATM and one (1) promotional coupon (printer-based) or customized receipt,. Additional screen messages, customized receipts. Coupons, and/or changes may be allowed and will be billed at the then-current price schedule. **Cashline** reserves the right to place additional advertising on the Customer's ATM at its sole cost and discretion.

32. INVENTORY REQUIRMENTS: (a) Customer shall inventory an adequate supply of paper and ribbons (if necessary) at the Premises, which will be available from **Cashline** at a cost to the Customer; (b) Unless Customer purchases Cash Replenishment Service ("Cash Replenishment") from **Cashline**, Customer, at their sole cost and expense, shall keep sufficient amounts of cash in the Terminal at all times; (c) Customer is responsible for monthly terminal balancing; and (d) Customer may, at their sole discretion and at their sole cost and expense, hire or contract out the services of Cash Replenishment to **Cashline** pending availability. **Cashline** will maintain daily transaction data to assist in the balancing process.

33. CUSTOMER AUTHORIZATION AND WARRANTY OF ACH ACCOUNT: Customer warrants that the bank deposit account ("Account") set forth in this Agreement is Customer's account is valid and legitimate for handling both credits and debits from **Cashline** and it's current or future ATM transaction processor(s). Customer further warrants that the appropriated authorizations are in place for Customer to designee this account for ACH activity. Customer further authorizes **Cashline** and its ATM processors to make ACH entries to Customer's Account for: Adjustments, error corrections, daily transaction settlement, maintenance, Customer Rebates, and any other entries allowed by the Agreement between **Cashline** and Customer. Customer further authorizes **Cashline** to debit the account via ACH for a fee of \$25.00 for each and every entry returned by Customer's bank unpaid for any reason. Customer acknowledges that Customer's bank statement for the account will include a record of all ACH payments and will serve as a receipt of payment.

34. ENTIRE AGREEMENT: This Agreement, Application and Exhibits constitute the entire agreement of the parties with respect to ATM services hereto. There are no other promises, representations, terms, conditions or obligations other than those contained herein. This Agreement supercedes all prior related services that **Cashline** or its agents and suppliers provide, and shall not be modified except when in writing and signed by both parties. ADDITIONAL TERMS AND CONDITIONS APPLICABLE ONLY IF "PURCHASE" OR "LEASE" IS THE TERMINAL ACQUISITION METHOD ON THE APPLIATION

35. PURCHASE DEFAULT: IF FOR ANY REASON CUSTOMER FAILS TO FULLY EXECUTE A LEASE, FINANCE AGREEMENT, OR SUPPOTING DOCUMENTS FOR THE TERMINAL, OR DOES NOT COMPLY WITH ANY PURCHASE. LEASE AND/OR FINANCE OBLIGATIONS, OR FAILS TO MAKE ANY REQUIRED PAYMENTS, OR IS UNABLE TO OBTAIN THE LEASE OR LOAN FUNDING NEEDED TO ACQUIRE THE TERMINAL, OR FAILS TO TAKE ANY REASONABLE ACTIONS REQUESTED BY **Cashline** OR CUSOMER'S LESSOR TO ENSURE **Cashline** IS REIMBURSED FOR THE COST OF PURCHASING THE EQUIPMENT ON CUSTOMERS BEHALF, OR OTHERWISE DEFAULTS UNDER THIS AGREEMENT (INCLUSIVE OF ALL TERMS AND CONDITIONS OF THIS DOCUMENT), CUSTOMER SHALL BE DEEMED IN BREACH OF THIS AGREEMENT. CUSTOMER ACKNOWLEDGES THAT **Cashline** MUST INCUR DIRECT AND INDIRECT COSTS TO MAKE A GOOD-FAITH ACQUISITION OF THE TERMINAL FOR CUSTOMER. CUSTOMER THEREFORE AGREES TO PAY **Cashline** A PURCHASE DEFAULT FEE OF FIFTEEN HUNDRED DOLLARS (\$1500.00) OR THE ACTUAL COST OF THE LOSS WHICHEVER ID GREATER. CUSTOMER FURTHER AUTHORIZES **Cashline** TO DEBIT CUSTOMER'S ACCOUNT, FOR THE ABOVE PURCHASE DEFAULT FEE. THE PROVISIONS OF THIS PARAGRAPH WILL SURVIVE THE TERMINATION OF THIS AGREEMENT. ANY "PAST DUE" AMOUNTS OWED TO **Cashline** WILL ACCRUE IN INTEREST AT 1.5% PER MONTH OR TH MAXIMUM RATE ALLOWED BY APPLICABLE LAW. CUSTOMER REBATES WILL NOT BE PAID TO CUSTOMER WITH "PAST DUE" STATUS.

36. ONE-TIME AND ONGOING SERVICES: **Cashline** agrees to provide to Customer, and Customer agrees to pay for, the equipment and one time services as described on the Application and/or applicable schedules. Additionally: (a) Customer shall pay all taxes associated with the purchase of the Terminal; (b) Customer acknowledges that they were informed of the Terminal manufacturer's warranty.

37. INSURANCE REQUIREMENTS: Space lease Customer agrees to protect the Terminal from damage, theft, destruction or any other loss, regardless of how inflicted. Customer shall provide and maintain property insurance against loss, theft damage, or destruction of Terminal in an amount not less than the full replacement value of the Terminal. Insurance shall include a waiver of any subrogation rights and Customer waives any and all rights of recovery against **Cashline** arising from such loss, theft, damage or destruction. Customer is solely responsible for providing security against theft, vandalism, or robbery at the Location and **Cashline** shall have no liability whatsoever to Customer in the event of theft, vandalism, or damage. Unless customer has contracted with **Cashline** to provide cash replenishment service to the Terminal, all cash kept in the Terminal shall be deemed the property of the Customer, and Customer shall bear all the risk of loss if any cash is stolen or otherwise lost.

38. Capacity: By signing this agreement, the party signing accepts full responsibility on behalf of the legal entity and personally guarantees the execution of this agreement.

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