

Secure Payment Systems

EQUIPMENT PURCHASE ADDENDUM

MID # _____

ISO # _____

By this "Equipment Purchase" Addendum ("Addendum"), the following terms are added to or modify that EZPAY Advantage Services Agreement and Secure Payment Systems Service Agreement as amended by the Secure Payment Systems Retail Payday Addendum (individually and collectively defined as the "Agreement") by and between Secure Payment Systems, Inc. ("SPS") and the undersigned ("Subscriber"), dated _____ 201__.

Whereas: SPS provides the "Retail Payday Service" and "EZPAY Advantage™" service (collectively hereinafter defined as "EZPAY") to participating business locations ("Subscribers") in furtherance of Subscriber's desire to offer a term-based, deferred payment plan to its customers, and Subscriber desires to purchase Equipment from SPS to facilitate such transactions.

Definitions: For purposes of this Agreement, "Equipment" means the physical hardware used to conduct an EZPAY transaction and which may include all or part of the following components: a SPS certified WI-FI enabled Android tablet, Bluetooth keyboard, carrying case, and proprietary EZPAY application software.

1. Purchase Fee. Subscriber agrees that the purchase fee for the Equipment will be determined by the components included plus applicable sales taxes and delivery. Subscriber agrees that SPS may debit the designated depository account of Subscriber directly without further authorization for the purpose of consummating the sale of the Equipment including optional extended warranty coverage. In the event such electronic debit fails to clear Subscriber's depository account for any reason then Subscriber agrees that (a) an additional charge of \$ 25 will apply, and (b) it shall then be in material breach of this Addendum, and (c) that SPS may pursue all lawful means of collecting amounts due under this Addendum, including penalties and attorney's fees under terms no less strict than those of the Agreement.

2. Equipment: Subscriber desires to purchase the following Equipment from SPS and agrees that fees will be debited upon shipment to the Subscriber.

Android Tablet Model Name: _____ Quantity ____ Cost \$ _____

Bluetooth Keyboard & Carrying Case Quantity ____ Cost \$ _____

OR

Equipment Bundle (includes all of the above with _____ tablet) Quantity ____ Cost \$ _____

Delivery (select one): \$ 15 Flat Rate ((U.S. Mail) or Federal Express 3 Day Supersaver + \$ 10 handling fee

3. Limited Warranty Coverage. Equipment is offered with a 90 day replacement coverage warranty from the date of purchase. Subscriber may request extended warranty coverage for an additional monthly fee effective upon termination of the initial 90 day warranty.

NO, extended warranty coverage **is not** requested Initials _____

YES, extended warranty coverage is requested Initials _____ \$4.95 Per Month Extended Warranty Fee

SPS warrants to the Subscriber that the Equipment when used in accordance with the EZPAY Service will be free of defects in material and workmanship at the time of such purchase and that a failure of the Equipment to perform in conjunction with the EZPAY Service beyond the initial 90 days will be covered under the extended warranty provided all such monthly fees are paid current. If such a defect arises, SPS at its option will (a) repair the product at no charge, using new or refurbished replacement parts, or (b) exchange the product for Equipment that is new or that has been manufactured from new or serviceable used parts and is at least functionally equivalent to the original Equipment. This warranty does not apply: (a) to damage to the Equipment caused by accident, abuse, misuse, misapplication; (b) to damage caused by maintenance or service performed by anyone other than SPS; (c) to Equipment that has been tampered with or modified by anyone other than SPS; (d) to exposure of the Equipment to heat, cold, sun, water or other liquids, chemicals, animals, dirt, sand or other contaminants; (e) to acts outside the control of SPS, including, without limitation, vandalism, fire, storms, earthquake, flood, or Acts of God; (f) to damage or inoperability of the Equipment or EZPAY software due to third party software or viruses downloaded into the tablet even if unintentional. Warranty coverage is month-to-month whose termination can be requested at any time upon 30 days advance written notice valid only upon confirmed receipt of SPS (which may include electronic mail when sent to contracts@securepaymentsystems.com). Subscriber acknowledges that telephonic notice will not be accepted under any circumstances. Subscriber agrees that to make a claim and obtain repair or replacement within terms of this warranty, Subscriber will contact SPS Technical Support for problem resolution prior to requesting Equipment replacement under the terms of the limited warranty. Upon approval, Subscriber agrees to return the product in its original packaging and condition less normal wear and tear prepaid to:

Secure Payment Systems
Attn: Tablet Warranty Replacement
10650 Scripps Ranch Blvd #109
San Diego, CA 92131

4. By my signature below, I (Subscriber) hereby authorize my financial institution to accept and process the debit initiated by SPS or its Originating ACH Processor on the Subscriber's depository account shown on the Service Agreement to which this Addendum is attached. I (Subscriber) understand that this authorization shall remain in effect unless revoked in writing, but, that I (Subscriber) may not revoke such authorization during any period that electronic check transactions are being cleared by SPS, nor for a period of 30 days following electronic transmission of a final monthly warranty coverage. I (Subscriber) understand that I (Subscriber) must notify SPS of any change in (a) ownership or (b) designated depository account and that absent sufficient, advance written notice amounts credited or debited to Subscriber subsequent to any such change may be subsequently held by SPS until a determination is made regarding true and correct ownership of the transaction Entries in question.

AGREEMENT

Unless otherwise amended herein, all other terms and conditions of the Agreement apply. This Addendum has been executed on behalf of and by the authorized management of Subscriber as of the date written below in multiple copies each being effective as an original.

Accepted By: **SUBSCRIBER**

Subscriber Signature

Date

Authorized Signature for ACH debit

Date

Printed Name

Title

Printed Name

Title