



MID # \_\_\_\_\_

Mobile Messaging & Rewards Agreement

By this "Mobile Messaging and Rewards" Agreement ("Agreement"), effective on the later of \_\_\_\_\_, 201\_\_ or the effective date of the Agreement. the following fees, terms, and conditions are hereby incorporated by reference by and between Secure Payment Systems, Inc. ("SPS") and the undersigned merchant ("Subscriber") for the purpose of implementing mobile text based advertising and couponing offers to Subscriber customers.

## Subscriber Fee / Program Summary

### ACCOUNT INFORMATION

Subscriber Business Name	Fed Tax ID #	User Pin #	Store #
Subscriber DBA Name	Email Address		
Contact Name	Business Phone	Mobile Phone	
Business Address	City	State	ZIP

MESSAGING & REWARDS FEE SCHEDULE / LOCATION		NOTES
Mobile Messaging Only	\$ per month	1 <sup>st</sup> month is free if "Introductory Offer" is selected
Mobile Messaging & Card-less Rewards / Loyalty Tracking	\$ per month	1 <sup>st</sup> month is free if "Introductory Offer" is selected
Statement Fee	\$ per month	1 <sup>st</sup> month is free if "Introductory Offer" is selected
<b>TOTAL MONTHLY FEE</b>	\$ per month	
Set Up Fee	\$ per occurrence	
Jump Start Kit (Basic)	\$ per occurrence	
Jump Start Kit (Logo Boost)	\$ per occurrence	
Jump Start Kit Delivery Fee	\$ 4.95 per occurrence	Via 1 <sup>st</sup> Class Postage – Extra charges apply for expedited delivery.
<b>TOTAL ONE-TIME CHARGES</b>	\$ per occurrence	
Annual Renewal Fee	\$ per year	
Other / Miscellaneous Fee	\$	
<b>PLAN OVERAGE CHARGES</b>	\$ per message	in excess of the contracted monthly maximum text messages
<b>PLAN OVERAGE CHARGES</b>	\$ per transaction	in excess of the contracted monthly maximum loyalty transactions

### Banking Information: (Please Provide Copy of Voided Check)

Bank Routing/Transit # \_\_\_\_\_ Bank Account # \_\_\_\_\_

**Payment and Compensation.** Commencing on the Effective Date and thereafter during the term, by my signature below, I (Subscriber) hereby authorize my financial institution to accept and process credits and debits initiated by SPS or its Originating ACH Processor on the depository account shown above. I (Subscriber) understand that this authorization shall remain in effect for the entire term of the Agreement unless revoked upon the mutual written consent of the parties.

**Subscriber Terms and Conditions.** This Agreement includes all of the terms and conditions on the reverse side (or if not on the reverse then on a separate document) and has been executed on behalf of and by the authorized management of each party as of the date written below in multiple copies each being effective as an original. Subscriber acknowledges, accepts, and agrees to be bound by all terms & conditions, even if not provided or shown such at the time Subscriber executes this Agreement, and that the absence of viewing such therefore does not invalidate or create a waiver or breach of this Agreement. Subscriber can find a current form of this Agreement's respective terms and conditions online at [www.securepaymentsystems.com](http://www.securepaymentsystems.com) or obtain such by email to SPS upon request.

### AGREED TO AND ACCEPTED BY

Subscriber Signature	Date	Sales Agent Name	Sales Agent #
Subscriber Printed Name	Title	SPS Acceptance	

# Subscriber Application and Agreement

## Mobile Messaging & Rewards Package Information

ABBREVIATED BUSINESS NAME (Maximum 20 characters)

Page Two

### MOBILE MESSAGING AND REWARD PACKAGE PRICING

SS Mobile Rewards combines Mobile Coupons with gift & loyalty features. 'Set and Forget' messages are sent automatically to your customers based upon their visits, spending and shopping habits. Use your POS terminal or system to track redemption.

Current Gift & Loyalty Provider **Secure Payment Systems** Type of Terminal/POS

Package	Monthly Text Msg's	Mobile Messaging Only	Mobile Messaging & Loyalty Rewards
Starter	200	<input type="checkbox"/> \$ 35.95	<input type="checkbox"/> \$ 54.95 / mo (maximum 100 Loyalty trans/mo)
Level 1	500	<input type="checkbox"/> \$ 69.95	<input type="checkbox"/> \$ 104.95 / mo (maximum 250 Loyalty trans/mo)
Level 2	1000	<input type="checkbox"/> \$ 89.95	<input type="checkbox"/> \$ 134.95 / mo (maximum 500 Loyalty trans/mo)
Level 3	1500	<input type="checkbox"/> \$ 109.95	<input type="checkbox"/> \$ 179.95 / mo (maximum 750 Loyalty trans/mo)

**INTRO OFFER:** Get the first 3 months for the price of 2. The "free" month shall be the first month of service and applies only to the monthly flat fee for the package selected above and not to any other one time or recurring fee's, excess monthly text messaging charges, or excess monthly loyalty transaction charges.

#### Optional Activation Incentive Bonus

To drive future marketing opportunities by being able to identify transaction usage by mobile customer, create an incentive to encourage maximum participation!

#### Optional Instant Activation Incentive Bonus

\_\_\_\_\_ Points or \_\_\_\_\_ Dollars

#### Loyalty Rewards Activity Tracking

**Loyalty Rewards:** Track spending in  Dollars or in  Points.

If **Points** then convert every dollar spent into \_\_\_\_\_ Points

**Loyalty Reward Level =** \_\_\_\_\_ Points or \_\_\_\_\_ Dollars

**Loyalty Reward Text:** On next page enter maximum of 4 lines of text, 48 characters per line

### Jump Start Kit Details with Offer Card Options

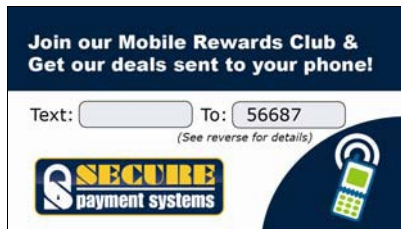
Increase sales by promoting your mobile advertising program to your customers. Your Jump Start Kit includes 500 business-sized offer cards with your unique text code and a 8 x 10 4 color poster with clear acrylic holder for your store. Add your logo with our 'Logo Boost' option (shown below). **Then, create your special customer sign-up incentive offer by entering your offer text into the "Welcome Message" in the Mobile Messaging Campaign Set Up Form and you'll be on your way!** The better your offer, the more customers will enroll.

Select Your Jump Start Kit:  Basic Jump Start Kit \$ \_\_\_\_\_ OR  Jump Start Kit with 'Logo Boost' \$ \_\_\_\_\_

For how many locations? \_\_\_\_\_

For how many locations? \_\_\_\_\_

#### Jump Start Card



#### Jump Start Poster

**Get our best deals on your mobile phone!**

**SECURE** payment systems

**YOUR COMPANY NAME AND/OR LOGO HERE**

**Text or Scan To Join!™**

**Text:**

**To:**

**Offer:**  
**Receive an instant deal!**

Presented by **Street Savings** mobile coupons & rewards

Message and data rates may apply. For help: text: HELP to 56687. To stop: text: STOP to 56687.

# Subscriber Multiple Location Information

Page Three

<b>Location #2</b>		<b>Abbreviated Business Name</b> (Max: 20 characters)		
Business Physical Address		City	State	Zip
Contact Name		Contact Phone	Store #	
Office Phone Number	Fax Number	User PIN Number (4 Digits)		
Bank Routing #	Bank Acct #	Merchant Email		
<b>Location #3</b>		<b>Abbreviated Business Name</b> (Max: 20 characters)		
Business Physical Address		City	State	Zip
Contact Name		Contact Phone	Store #	
Office Phone Number	Fax Number	User PIN Number (4 Digits)		
Bank Routing #	Bank Acct #	Merchant Email		
<b>Location #4</b>		<b>Abbreviated Business Name</b> (Max: 20 characters)		
Business Physical Address		City	State	Zip
Contact Name		Contact Phone	Store #	
Office Phone Number	Fax Number	User PIN Number (4 Digits)		
Bank Routing #	Bank Acct #	Merchant Email		

## Loyalty Reward POS Terminal Receipt Text (maximum 4 lines of text, 48 characters per line inclusive of spaces)

<b>Example:</b> Congratulations! You have reached the 100 point	Line 1
reward level. Please show this receipt to a store	Line 2
associate on your next purchase to get your 10%	Line 3
discount.	Line 4

### TERMS AND CONDITIONS

#### 1. Definitions.

**"Agreement"** means, collectively, these Terms and Conditions of Service contained in this Agreement.

**"Program Provider"** means Street Savings ("SS"), the provider of the Mobile Messaging Services and Secure Payment Systems ("SPS"), the provider of Card-less Rewards processing services

**"Customer"** means a customer that registers for the Services.

**"Customer Information"** means the cell phone number and other information relating to a Customer or to Customer Purchases collected by Subscriber in connection with the Customer's participation in a Program.

**"Customer Purchases"** means purchases made by a Customer of goods or services from Subscriber in which that Customer receives a benefit from Subscriber.

**"Landing Page"** means a Web page hosted by SS or SPS where a Customer may input Customer Information for the purpose of registering for a Program.

**"Subscriber Brand Features"** means Subscriber's trademarks, trade names, service marks, service names and logos.

**"Party(ies)"** means either SPS, SS, or Subscriber or, collectively, SPS, SS, and Subscriber.

**"Program(s)"** means mobile-based rewards and loyalty programs that Subscriber makes available to its customers.

**"Services"** means the mobile-based advertising and incentive program

**"Term"** means the time period specified on the Agreement.

#### 2. Services.

**2.1. Subscriber Account; Password.** SS will provide Subscriber with a password (the "Subscriber Password") and an account (the "Subscriber Account") to access the "Subscribers" area of the SS website located at www.streetsavings.com (the "Site"). Subscriber is solely responsible for maintaining the confidentiality of the Subscriber Password and Subscriber Account, and for all activities that occur through the use of the Subscriber Account. Subscriber shall immediately notify SS of any unauthorized use of the Subscriber Password or Subscriber Account. During the Term, Subscriber will have access to the Site to create Programs offers that will be displayed on the Landing Page with the Subscriber Brand Features. Subscriber may select a variety of Programs to provide to Customers or may develop its own Programs.

**2.2. Submission of Customer Information.** Subscriber will submit all Customer Information to SS. SS will only provide the Services to Customers for whom SS has received accurate and complete Customer Information. Subscriber must train its employees and contractors to properly submit Customer Information to SS and SPS.

**2.3. Program Fulfillment.** During the Term, Subscriber agrees to honor all discounts, incentives, coupons and other offers that it provides to Customers through the Services.

#### 3. Payments and Statements.

**3.1. Fees.** Subscriber shall pay SPS the full amount of monthly fees, excess message fees, and loyalty transaction fees for the selected programs regardless of the number of days remaining in the calendar month at the beginning or the end of the Term. Fees are non-refundable, payable in arrears, and shall not be pro-rated for partial months. A late fee of 1 1/2% per month or the highest amount permitted by law, whichever is lower, shall be added to the outstanding unpaid balance shown on the following month's invoice. Without prejudice to its rights in paragraph 1, SPS reserves the right to suspend its performance to Subscriber during any period in which Subscriber's account is delinquent. Continuation of service during any period of delinquency shall not constitute a waiver of SPS' or SS' rights of suspension and termination. Any delinquent fees or other amounts not paid when due may be debited against amounts owed Subscriber by SPS under this or any other agreement between Subscriber and SPS. Subscriber agrees to pay SPS a \$25 processing fee for any electronic debit due SPS by Subscriber that is not paid by Subscriber's financial institution.

**3.2. Statements.** For each payment period following the Effective Date, SPS shall provide Subscriber with an online statement of the fees for informational purposes only.

**4. Confidentiality.** Subscriber may obtain information relating to SS' business, products and/or services which is confidential including, without limitation the Subscriber Account, Subscriber Password and the Site ("Proprietary Information"). Subscriber shall, at all times, keep in confidence all Proprietary Information and Subscriber shall not use any Proprietary Information outside of this Agreement, nor shall Subscriber disclose any Proprietary Information to any third party without SS' OR SPS' prior written consent. The obligations in this Section 4 shall apply to Subscriber's employees, contractors and agents. The foregoing obligations shall not apply with respect to information that (a) has entered or enters the public domain other than due to a breach by Subscriber of this Section 4, or (b) is lawfully received by Subscriber without restriction from a third party with the right to disclose it.

**5. License; Ownership.**

**5.1. Subscriber Brand Features License.** Subscriber grants to SS and SPS a worldwide, non-exclusive, sub-licensable right and license during the Term to use, reproduce and display the Subscriber Brand Features (a) on or in connection with the Landing Page and SS' performance of the Services; and (b) in connection with SS' marketing and promotional activities and materials of SS' business including, without limitation, displaying the Subscriber Brand Features on a "partners" page of the Site.

**5.2. Ownership.** As between the parties: (a) SS and SPS are the sole owners of the Proprietary Information and any and all modifications, derivative works and improvements to the Proprietary Information, and (b) Subscriber is the owner of the Subscriber Brand Features. Neither SPS nor SS grants any licenses of any kind to the Proprietary Information to Subscriber. Except as set forth in Section 5.1 above, Subscriber does not grant any other licenses of any kind to the Subscriber Brand Features.

**5.3. Customer Information.** At no time shall Subscriber take any action or induce or encourage others to take any action to limit, interfere with, restrict or hinder SS' or SPS' use and exploitation of any Customer Information obtained by SS or SPS.

**6. Representations and Warranties.**

**6.1. Mutual Representations and Warranties.** Each Party represents and warrants that: (a) it has the full right and authority to enter into this Agreement and to perform all of its obligations set forth herein; (b) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization; and (c) the execution, delivery and performance of this Agreement does not and will not conflict with or violate its organizational documents or the terms of any agreement with another party.

**6.2. Subscriber Representations and Warranties.** Without limiting the generality of Section 6.1 above, Subscriber represents and warrants to SS and SPS that: (a) Subscriber will provide the Programs to Customers in an ethical manner, in accordance with the terms of this Agreement, and in strict compliance with all applicable laws, rules and regulations; (b) the Subscriber Brand Features do not infringe any copyright, trademark, trade dress, trade secret or other intellectual property rights of any third party; and (c) Subscriber will not engage or participate in any unlawful, misleading, deceptive or fraudulent practices in connection with the Programs.

**6.3. Warranty Disclaimer.** NEITHER SPS NOR SS MAKES ANY WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPRIETARY INFORMATION OR THE SERVICES, AND DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF SATISFACTORY QUALITY, SUBSCRIBERABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. IN ADDITION, NEITHER SPS NOR SS MAKES ANY REPRESENTATIONS THAT THE SERVICES WILL MEET SUBSCRIBER'S REQUIREMENTS, THAT THE OPERATION OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED,

AND THAT THE SERVICES WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

**7. Indemnification.**

**7.1. Subscriber Indemnification.** Subscriber shall indemnify, defend, and hold SS, SPS, and their subsidiaries and their respective officers, directors, agents and employees, harmless from any and all claims, damages, judgments, losses, liabilities, causes of action, costs and expenses (including, without limitation, reasonable attorneys' fees and court costs) arising out of: (a) any act, error or omission by Subscriber, its employees, agents or contractors; (b) any of Subscriber's products or services; or (c) the Subscriber Brand Features and/or Programs.

**7.2. SS Indemnification.** SS shall indemnify, defend, and hold Subscriber, SPS, and their subsidiaries and their respective officers, directors, agents and employees, harmless from any and all claims, damages, judgments, losses,

liabilities, causes of action, costs and expenses (including, without limitation, reasonable attorneys' fees and court costs) arising out of the performance by SS of the Services.

**8. Limitation of Liability.** TO THE MAXIMUM EXTENT PERMISSIBLE UNDER APPLICABLE LAW, EXCEPT FOR THE OBLIGATIONS IN SECTION 7, UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY SHALL SS BE LIABLE FOR (I) ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND, EVEN IF SS OR SPS WAS AWARE OF THE POSSIBILITY OF SUCH DAMAGES; (II) FOR ANY AMOUNT IN EXCESS OF THE TOTAL AMOUNT PAID BY SUBSCRIBER TO SPS UNDER THIS AGREEMENT DURING THE THREE (3) MONTH PERIOD PRIOR TO THE DATE ON WHICH THE CLAIM GIVING RISE TO LIABILITY AROSE; OR (III) THE COST OR PROCUREMENT OF SUBSTITUTE GOODS, TECHNOLOGY OR SERVICES.

**9. Term and Termination.**

**9.1. Term.** The term of this Agreement shall commence on the Effective Date for an initial period of three (3) months and thereafter shall automatically renew for successive periods of like duration, unless terminated as provided for in accordance with Section 9.2.

**9.2. Termination.** Either Party may terminate this Agreement (a) immediately in the event the other Party (i) commits a material breach of this Agreement which is not cured within fifteen (15) days following notice by then-breaching Party, (ii) becomes insolvent, makes an assignment for the benefit of creditors, or files, or has filed against it, a petition in bankruptcy; or (iii) ceases to do business; or (b) upon forty-five (45) days advance written notice to the other Party immediately prior to the end of the initial term or any renewal term.

**9.3. Effect of Termination.** Upon the termination or expiration of this Agreement: (a) neither SPS nor SS shall (i) have any further obligation to provide the Services, and (ii) SPS shall cease charging the fees to Subscriber and (b) the Subscriber Password and Subscriber Account shall terminate; and (c) Subscriber shall cease all use of the Landing Page, including without limitation, providing a link to the Landing Page from Subscriber's website. Sections 1, 4, 5.2, 5.3, 6, 7, 8, 9.3, 10, 11, and 12 shall survive expiration or any termination of this Agreement.

**10. Exclusivity** – During the term of this Agreement, and any extension thereto, Subscriber agrees that SPS shall be the exclusive provider of the Services to Subscriber and that Subscriber will not directly or indirectly utilize any service offered by another provider that is similar or analogous to the Services offered by SPS and SS hereunder.

**11. Definitions and Conflicts** - If any provision of this Agreement is held to be unenforceable, such provision shall be revised only to the extent necessary to make it enforceable, and the other provisions of this Agreement will remain in full force and effect.

**12. General.** This Agreement shall be governed by and interpreted under California law. All disputes arising under this Agreement or relating to a Party's performance will be brought exclusively in the state or federal courts located in Orange County, California and the Parties hereby consent to the personal jurisdiction and venue of such courts. All prior agreements and understandings are canceled in their entirety. All representations and warranties made herein shall survive termination of this Agreement and shall remain enforceable after termination. At the sole discretion of SS or SPS, all claims made hereunder by Subscriber may be resolved by arbitration in Orange County, CA pursuant to the rules of the American Arbitration Association. Subscriber shall not assign this Agreement without the prior written approval of SPS and any attempted assignment without such approval shall be null and void. All legal notices shall be given in writing addressed to the respective Party at its address set forth herein and deemed received 72 hours after deposit in the first class United States mail, postage prepaid, or if given by other means, upon actual receipt. Either Party may change its address for receipt of notices by providing written notice to the other Party in accordance with the foregoing. The prevailing party in any legal dispute shall be entitled to collect attorney's fees and court costs from the other where permitted by law. A waiver by either Party of any breach of this Agreement by the other Party will not waive any subsequent breach. The Parties are independent contractors and not agents, partners or engaged in a joint venture.