

# ATM Operator Application & Agreement

AGENT / ISO NAME: Moneytree ATM,LC Processor: Digital Network Solutions Terminal \_\_\_\_\_

New Merchant, Change of Terminal ID, Change of Cash Provider, Change of ATM Owner  
(SELECT ONE)

THIS AGREEMENT is by and between BANKFIRST (Sponsor Bank, Bank) located at 6100 S. Old Village Place, Sioux Falls, SD 57108, Suite 200, the Agent of the Sponsor Bank identified above, the Merchant and the ATM Operator(s) \*

NOW THEREFORE, in consideration of the mutual promises, covenants and obligations contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged the Merchant, ATM Operator(s), Agent and Sponsor Bank hereby agree as follows:

1. **Merchant** agrees to complete and sign Section A of this Agreement and provide customers with an ("ATM") automated teller machine at that location.
2. **Agent /ISO** agrees to provide processing services and other services as provided for in the Merchant Agreement, to provide to the Sponsor Bank a completed ATM Operator Agreement and to collect all fees associated with the processing of this Agreement.
3. The **ATM Operator/Owner** agrees they completed Section B, with true and factual information and they **OWN** the ATM.
4. **ATM Operator/Cash Owner** agrees they completed Section C, with true and factual information and they **OWN** the cash in the ATM.
5. **Sponsor Bank** agrees to sponsor the ISO to each appropriate network and complete ATM Operator Due Diligence.

**1. Application**

**SECTION A – Merchant / Location Information**

1. Full Legal Name of Business (Location of the ATM)		DBA (Name of the Business if other than Legal Name)		Location Telephone #	
2. Terminal Location – Address		City		State	ZIP
3. Location Owner Signature		Please Print Name Clearly		<b>Merchant Certification</b> I OWN this ATM <input type="checkbox"/> I do not OWN this ATM <input type="checkbox"/> I put CASH in this ATM <input type="checkbox"/> I do not put CASH in this ATM <input type="checkbox"/>	

**SECTION B – ATM Owner Information – ATM Operator\* (If ATM Owner and ATM Cash Provider is different \$100.00 will be charged to process this application)**

4. Who <b>owns</b> this ATM? ISO <input type="checkbox"/> , Agent Bank <input type="checkbox"/> , complete <u>Section A</u> , this line 4, and sign line 8 Merchant <input type="checkbox"/> , Third Party <input type="checkbox"/> Complete all of Section B		Business Name		If business, is it a Corporation Yes <input type="checkbox"/> , No <input type="checkbox"/>  If no, how is the company organized? Partnership <input type="checkbox"/> , LLC <input type="checkbox"/> , Sole Proprietor <input type="checkbox"/>	
5. Business Tax Identification # (TID)	Business Street Address		Business City		State      Zip
6. ATM Owner First Name **	Owner Last Name		% Ownership	Date of Birth	Social Security Number (Mandatory - <b><i>Please Print Clearly</i></b> )
7. Current Home Address	City		State	Zip	Business/Location Telephone Number
8. ATM Owner Signature***	Print Full Name Clearly		Are you on parole or on probation? Yes or No		Have you ever been convicted of a Felony? Yes or No

**SECTION C – ATM CASH Owner Information – ATM Operator\* (If ATM Owner and ATM Cash Provider is different \$100.00 will be charged to process this application)**

9. Who <b>owns</b> the CASH in this ATM? ISO <input type="checkbox"/> , Agent Bank <input type="checkbox"/> , complete <u>Section A</u> , this line 4, and sign line 8 Merchant <input type="checkbox"/> , Third Party <input type="checkbox"/> Complete all of Section C		Business Name		If business, is it a Corporation Yes <input type="checkbox"/> , No <input type="checkbox"/>  If no, how is the company organized? Partnership <input type="checkbox"/> , LLC <input type="checkbox"/> , Sole Proprietor <input type="checkbox"/>	
10. Business Tax Identification # (TID)	Business Street Address		Business City		State      Zip
11. ATM CASH Owner First Name **	Owner Last Name		% Ownership	Date of Birth	Social Security Number (Mandatory - <b><i>Please Print Clearly</i></b> )
12. Current Home Address	City		State	Zip	Business/Location Telephone Number
13. ATM CASH Owner Signature***	Print Full Name Clearly		Are you on parole or on probation? Yes or No		Have you ever been convicted of a Felony? Yes or No

**\*ATM Operator is defined as any company or individual that OWNS or PLACES CASH in an ATM.  
MasterCard and VISA Operating Rules and the BANK require identification and due diligence on all ATM Operator(s).**

\*\*\*OWNER means any principal that owns more than 10% of the business. If more than one person owns more than 10%, copy this page and complete Sections B or C as appropriate.

\*\*\*Important information about permission to obtain credit report/background investigation – Bank sponsors the transactions being processed by this ATM and it is owned, leased, operated or you own the cash in the ATM. You are, therefore, a bank customer. To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information on bank customers. For that reason, a consumer credit report and criminal background investigation will be completed in connection with this application. Applicant authorizes Bank or its agents to obtain and investigate information or data obtained from this Application. You have the right, upon written request, to a complete and accurate disclosure of the nature and scope of the investigation requested. The above-signed applicants' represents that all information contained in this Application for Sponsorship, and any other documentation supplied thereto, is true and correct.

*This Application and Agreement will be sent to Merchant Underwriting Inc. Payment information is included at the bottom of the following page*  
**Incomplete or illegible applications will be returned, and will be subject to an additional charge!**  
**Please note ATM activation will be delayed until the merchant is approved.**

**2. ATM Operator(s) warrants to Parties as follows:**

- All representations made are true, accurate and complete.
- This Agreement is valid, binding, and enforceable against the ATM Operator(s) in accordance with its terms.
- ATM Operator(s) lawfully operates, is validly existing, and is in good standing under the laws of the State where licensed or registered and is authorized to do business in each State in which the nature of Merchant and ATM Operator(s) activities make such authorization necessary or required.
- That ATM Operator(s) have the full power and authority to execute and deliver this Agreement and perform all of its obligations hereunder.
- ATM Operator(s) have never been convicted of a Felony.**
- ATM Operator(s) acknowledges that this Agreement only constitutes acknowledgment of the offer made by the Parties on behalf of and contingent upon the approval of bank and such agreement is not binding until approved by Bank.
- All notices shall be in writing, acknowledged in writing, and mailed first class mail.

**3. Indemnification** – ATM Operator(s) agree to hold harmless and indemnify Sponsor Bank from any direct or contingent liabilities, claims, damages, losses or expenses, including reasonable attorneys' fees, judgments and decrees, arising from any claim, demand or suit against Sponsor Bank, as a result of any misrepresentation, breach of warranty or non-fulfillment of any section of this Agreement by ATM Operator(s). ATM Operator(s) further agrees to indemnify, defend and hold Parties harmless against claims, liabilities, damages, losses and expenses (including reasonable attorneys' fees) arising out of claims of third parties, including without limitation, Cardholders, Systems, other member banks or processors, which in any way result from:

- ATM Operator's breach of this Agreement or any warranty or representation made to Parties;
- Any damage or loss caused by negligence, fraud, dishonesty or willful behavior by ATM Operator(s) or ATM Operator employees;
- Any contention, whether well-founded, baseless or otherwise, that ATM Operator(s) violated the law or any Network rule or regulation; or
- Any claim for injury, direct or indirect, to persons or property from any alleged or actual tort or breach of the peace in connection with ATM Operator(s) attempted and/or actual recovery of any Bank Card.
- Any claim for property damage, violations of rights, or contact, patent, property rights, arising from the execution of this agreement, purchase, delivery, installation, operation, ownership, maintenance, use, malfunction, interruption in service, compliance, national or state laws.
- The Indemnifications provided for in this Section 3, shall survive termination of this Agreement.

**4. Assignment**

- ATM Operator may not assign any rights or duties created by this Agreement without Sponsor Bank's express written consent.
- A transfer of control of majority interest in the ATM Operator, or a change of ATM Operator(s) will render this agreement null and void.
- Data changes, by way of example only, business name change, business telephone and/or address change, or any banking information shall be submitted, in writing to the Parties under the terms provided in this Agreement.
- Sponsor Bank may assign this Agreement. ATM Operator will be notified within 90 days of assignment.

**5. Application Processing Fee** - \$50.00- To include cost of application processing, identity, credit, background, criminal and OFAC checks & verifications. In addition to any other due diligence required by the Bank and Networks of which Bank is a member. *If there is multiple ATM Operator(s), only one \$50.00 fee will be collected.* A \$10.00 processing fee will be required for second locations or where the ISO is the only ATM Operator.

**6. Compliance with Laws, Rules and Regulations** - ATM Operator (s) represents that they are familiar with the requirements of all applicable consumer protection laws and agree that it will comply in all material respects with all such laws and regulations, and all the rules and regulations promulgated by the networks, including, but not limited to, Plus Systems, Inc, and Cirrus, Inc. and all other Rules and Regulatory Authorities which govern the specific markets where Merchant or ATM Operator terminal(s) are located and understand they will be terminated for non compliance and that ATM may be shut down for non-compliance with any rules or regulation.

**7. Governing Law and Jurisdiction** - This Agreement shall be governed by, and interpreted, in accordance with the laws of the State of South Dakota notwithstanding its choice of law provisions.

**8. Acknowledgment of Regulatory and other Constraints** - The parties hereto acknowledge that Merchant, ATM Operator and Bank are subject to the rules, regulations, orders, and requirements that may be imposed by any Regulatory Authority. The Parties expressly agree that in the event of conflict between the terms and conditions of this Agreement and the terms and conditions of any Rule or Regulation of any Regulatory Authority, the Rule or Regulation shall control.

**9. Arbitration** - In the event of any dispute between Merchant or ATM Operator relating to this Agreement, or their performances hereunder, Merchant or ATM Operator agrees that such dispute shall be resolved by means of arbitration in accordance with the commercial arbitration rules of the American Arbitration Association ("AAA"). The arbitrator shall be limited to awarding compensatory damages and shall have no authority to award punitive, exemplary or similar type damages. Judgment of the arbitrator shall be non-binding, and any Party may appeal the judgment of the arbitrators to the Superior Court of State of South Dakota.

**10. Equipment – ATM Operator/Owner - Section B of Application** covenants and agrees as follows:

- Equipment provided under this Agreement is placed in service with the assurance that the equipment has not been altered or subject to unauthorized modifications or tampering at the time placed into service and is in compliance with all system standards; and
- Scrip terminals will be activated and operated **only** in compliance with the regulations of each Network. Incorrect activation, programming changes, or any other attempt on the part of the Merchant, ISO or ATM Operator to fraudulently receive fees will result in (i) full repayment of all fees collected, from the date the terminal was activated, (ii) a possible fine from Network(s) of \$5,000 per terminal, and (iii) immediate cancellation of this Agreement.

**11. ATM Cash Owner – Section C of Application** Terms, conditions, and fees for placing Cash in ATM are outside this Agreement. Cash Owner is responsible if cash is stolen, lost, or destroyed and they shall keep sufficient amounts of cash in the ATM. A clear record of account withdrawals/ISO settlement may be required to show cash was obtained solely from their resources and no third party. If the Merchant is the CASH OWNER, they may NOT use Third Parties to obtain and place cash in an ATM.

**Merchant Agrees:**

- During the term of Agreement, the ATM may not be moved.
- No warranties of transactions, applicability, performance, or income were provided.
- They are the owner of the premises; hold a valid lease, or a right to conduct business for a greater length of time of this Agreement.
- If Merchant moves from this location, ISO will be notified 60 days before the move and this Agreement will be modified to apply to the new location.
- To provide a clean, safe place for cardholders to use ATM, mindful of cameras, street windows, or other hazards where the card or PIN could be compromised.
- To maintain an adequate inventory of supplies.
- To cooperate in providing good service on the ATM, but shall not allow anyone other than authorized personnel to perform service, open, repair without ISOs prior written consent.
- Not to provide assistance to a cardholder with entering a PIN number, touch a card or money withdrawn from the ATM and will only instruct cardholder to contact issuing bank if they have a problems using the ATM, or to contact the Acquirer, or the Acquirer's Agent at the telephone number located on the ATM which details Sponsor Bank information.

**ISO – Agent Certification**

To the best of my knowledge, the information provided herewith was obtained from the Merchant (or in the case of a corporation the manager or corporate officer) and represents the merchant owner, the individual or company that owns the ATM and the individual or company that places cash in the ATM.

This information, INCLUDING THE TERMINAL NUMBER, is identical to the information provided to the Sponsor Bank report for the Network Quarterly Certification. If any information changes on this Agreement, I agree that I will immediately provide an updated ATM Operator Agreement.

NAME OF THE ISO : **Moneytree ATM, LC - Brad Fletcher**

SIGNATURE OF ISO \_\_\_\_\_

DATE \_\_\_\_\_

**Payment Option #1- Mail check** payable to 'Merchant Underwriting' at PO Box 187, Santa Paula, CA 93061.

or  
**Payment Option #2- Charge to Credit Card:** Number \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ Expires \_\_\_\_/\_\_\_\_ Sign here to authorize charge: \_\_\_\_\_

**Payment Amount Selection:** Card Type (circle one): VISA MC \$\_\_\_\_\_ USD is authorized to be charged to my credit card by Merchant Underwriting Inc.

[ ] \$50 If Merchant or Third Party is an ATM Operator - or -

[ ] \$100 If the CASH OWNER & the ATM OWNER are different.

[ ] \$10 if both ATM and CASH is owned by the ISO or if this is a 2nd location.

\$\_\_\_\_\_ Total Charge

**Incomplete or illegible applications will be returned, and will be subject to an additional charge!**

**Please note ATM activation will be delayed until the merchant is approved.**

This document is confidential to BANKFIRST. Use of any part is strictly prohibitive and will be considered an infringement of Proprietary Financial Documents and Materials.

**Merchant Underwriting**  
**PO Box 187 - Santa Paula, Ca 93061**  
**Phone (866) 577-4333**  
**Fax (805) 512-8165**

**Processing Agreement**  
**One Processing Agreement Per ATM**

This Agreement, made this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_ ( the “Agreement”) between **DNS** (“Digital Network Solutions, LC”) and the herein described **ATM Owner** (“ATM Owner”) describes all of the terms and conditions under which **DNS** will provide transaction processing products and services to ATM Owner. In consideration of the mutual covenants, agreements, and payment terms herein contained or mentioned the parties agree as follows:

**ATM Owner Name and Address:** \_\_\_\_\_

\_\_\_\_\_

**Location Name & Address :** \_\_\_\_\_

\_\_\_\_\_

**I. Definitions.**

The Following definitions apply to the Agreement:

- A. Customer.** A Qualified card owner using a Qualified Card in conjunction with a ATM Owner terminal.
- B. Account Owner.** The owner of the bank account that receives the money from the banking network for the ATM.
- C. Qualified Cards.** A Qualifying Card or Qualified Card is a card that is acceptable to Networks or affiliates thereof utilized by DNS
- D. Network.** A Network is an affiliation of financial institutions through which funds may be transferred to an **Account Owner’s** bank utilizing ACH.
- E. Settlement Bank.** A Settlement Bank is a financial institution through which funds may be transferred to an **Account Owner’s** bank utilizing ACH.
- F. ACH.** ACH is an automated clearinghouse, which is a wire transfer process by which moneys are moved or transferred in connection with **Account Owner’s** bank account.
- G. Transaction.** A transaction is any access to an established financial account using an automated teller machine and a Personal Identification Number (PIN) or other personal or proprietary code.

**II. General Provisions.**

- A. Authorization Networks.** This Agreement provides for the **ATM Owner’s** terminals to have access to debit networks (The “Authorized Networks”) and also cash advance transactions from credit card systems when permitted. Each and every transaction shall require the use of a personal identification number to be entered by the customer.
- B. Settlement.** **DNS** will provide **ATM Owner’s** terminals access to a bank or banks (“Settlement Bank or Banks”). **DNS** and the Settlement Bank will facilitate the transfer of funds received from the Networks as a result of **ATM Owner’s** transaction activity. Funds will be transferred to **Account Owner’s** bank account using ACH on a one (1) day delayed basis subject to availability of the ACH system upon receipt of funds by the Settlement Bank.
- C. Surcharge and Network Fees.** **DNS**, in its sole discretion and without penalty of any kind, shall retain all surcharge and network fees until all proceeds due **DNS** from the purchase (s) of the Automated Teller Machine including the lease payment and monthly processing fees or outstanding invoices have been received by **DNS** from **ATM Owner**. Surcharge and network fees accruing to ATM Owner shall commence only on the date of **DNS’** receipt of all balances due. Any surcharge and network fees will only be paid by **DNS** in accordance with a Surcharge Distribution Form signed by **ATM Owner**. To be effective, modifications or amendments to Surcharge Distribution Forms must be in writing, signed by **ATM Owner** herein named and **DNS** at its primary place of business. No deviation from the payment schedule authorized by **ATM Owner** shall be processed by **DNS** without the express written consent of **ATM Owner** unless otherwise provided herein. **DNS’** obligation to distribute surcharge is contractual and no agency or fiduciary relationship shall be construed to exist.

**III. Rights and Obligations of ATM Owner**

- A. Honor Qualifying Cards.** **ATM Owner** shall honor all valid qualified cards when properly presented by customers for transactions, and shall maintain a policy, which shall not discriminate among customers seeking to use a qualified card. If a transaction charge or surcharge is permitted by the card issuing bank or network, and **ATM Owner** chooses to impose any such

charge or surcharge against the customer, notice of the imposition of any such charge or surcharge must be prominently displayed in a manner which makes the customer reasonably aware that such a charge or surcharge exists *prior* to the completion of a transaction.

**B. Displaying Service Marks, Symbols, and Names.** **ATM Owner** shall adequately display all program symbols, service marks, and names on promotional materials that inform the public that ATM Owner will honor qualifying cards. **ATM Owner's** right to use and display such symbols, marks, and names shall continue only so long as this Agreement is in effect and for such period as **DNS** has the requisite authority to use or display said service marks. **ATM Owner** bears all responsibility for compliance with local, state, or federal regulations regarding use or display of said symbols, marks, or names.

**C. Unacceptable Cards.** **ATM Owner** shall not complete any transaction that does not arise from the improper use of a qualified card, or for which the bank issuing a qualified card does not respond with an authorized number for the transaction. **DNS** shall not be in any way responsible or liable for the settlement of any such transaction.

**D. Authorization for Transactions.** All completed transactions utilizing a qualified card shall be the result of the qualified card being read by an electronic terminal and the customer having correctly entered their authorized secret code, personal identification number ("PIN"), or other such identifying number. In each case and for all transactions, **ATM Owner** shall only utilize the electronic terminal provided by or expressly approved by **DNS** to obtain authorization for a transaction utilizing a qualified card. In no case shall **ATM Owner** allow any employee, agent, assignee, or third party other than the customer to have access to or to enter any (PIN) or secret code.

**E. Settlement of Cash Transactions.** Qualified cards may be used at **ATM Owner's** location for cash ATM transactions. Selected cash amounts will be dispensed. **ATM Owners** ATM machine shall deliver to the customer a true and correct copy of the transaction document (receipt) evidencing the transaction involving the use of a qualified card or **ATM Owner** shall provide a receipt reprint. Said receipt shall be delivered to the customer at the conclusion of the transaction.

**F. Preservation of Transaction.** **ATM Owner** shall preserve evidence of all transactions involving the use of a qualified card in conjunction with **ATM Owner's** Terminal (s) which are provided by or expressly approved by **DNS**. **ATM Owner** shall retain a copy of transaction slips evidencing transactions involving the use of qualified cards for a minimum period of three (3) years following the date of the transaction, or longer if so required by local, state, or federal law or banking regulations.

**G. Non-Disclosure and Confidentiality.** **ATM Owner** shall insure that proprietary or confidential information is neither disclosed to nor discovered by any third parties. Such information includes, but is in no way limited to the following: the identity or nature of any Hardware, Components, Processing Companies, Settlement Banks, Programming Networks, Software, or other information of a proprietary nature, or the interaction thereof. This clause extends to all processing products owned, sponsored, maintained, acquired, or placed with **ATM Owner** by **DNS**, and to any product which **ATM Owner** or its successors or assigns has a direct or indirect interest. **ATM Owner** expressly warrants that it will not reverse engineer any **DNS** products, or attempt to copy or otherwise duplicate any of **DNS'** software, components, mechanical parts, or interactions thereof. **ATM Owner** also expressly agrees not to contact any of **DNS'** product vendors or software development companies and to terminate any such unintentional contact upon its discovery. These non-disclosure and confidentiality clauses shall be in effect for a term of not shorter than three (3) years after the expiration of this agreement and any subsequent renewals thereof and are in addition and supplemental to any Confidentiality and Non-Disclosure Agreement which may exist between the Parties and which is hereby ratified and incorporated herein by reference.

**H. Transaction Processing.** **ATM Owner** understands and expressly agrees that all transaction processing equipment or software provided by **DNS** remains the sole and exclusive property of **DNS** for the term of this agreement and subsequent renewals. Transaction processing cannot be placed with any other processing company or entity without the express written consent of **DNS**.

**I. Compliance with Applicable Laws and Regulations.** **ATM Owner** agrees to comply with all applicable local, state, and federal laws, regulations, and ordinances and with all regulations or rules of any Banking ATM or Network in the performances of its obligations under this agreement. **ATM Owner** agrees to indemnify and hold harmless from any and all liability, loss, costs, damages, attorney's fees, and expenses of any kind or nature, either known or unforeseen, which **DNS** may sustain by reason of **ATM Owner's** failure to comply with such laws, rules, regulations, or ordinances. **ATM Owner** shall not, without written consent, sell, purchase, provide, or exchange customer account numbers or information of any kind regarding customer activity obtained by reason of qualified card transactions to any third party other than **ATM Owner's** direct agents, in the course of **ATM Owner's** business, **DNS**, or pursuant to a valid governmental request or court order. **ATM Owner** shall not knowingly facilitate any transaction that was not originated as a result of an act between a qualified cardholder and **ATM Owner**. **ATM Owner** understands and expressly agrees that **DNS** shall not be held responsible for any Network problems. However, **DNS** agrees to act in good faith and with reasonable diligence in attempting to resolve such problems.

**J. Equipment.** This agreement for processing service does not include equipment or devices for the transmission or receipt of processing services. If **ATM Owner** desires to obtain such equipment or devices from **DNS**, a separate agreement must be executed. **ATM Owner** agrees to furnish a standard dial telephone line for the connection of the communications terminal to the telecommunications network provided by **DNS**. Said telephone line is to be connected neither to, nor through any other devices.

#### **IV. Mutual Obligations**

**A. Notices.** Any notice required or permitted to be given under this agreement shall be given in writing by depositing such notice in the United States Mail, postage pre-paid. Notice to **DNS** must be addressed to **DNS** at P.O. Box 5468, Destin, Florida 32541. Notice to **ATM Owner** must be addressed to **ATM Owner** at the address set forth below in this agreement. **ATM Owner** hereby waives notice of default or non-payment protest or notice of protest, demand for payment and any other demands of notices in connection with this agreement or any transaction document governed hereunder.

**B. Network Agreement.** In accordance with agreements between **DNS** and its contracting Networks, **DNS** shall give **ATM Owner** written notice of any recommendation or requirement by any such Network or other entity having jurisdiction over any transaction involving a qualified card to modify or amend this agreement. In such an event **DNS** will specify the exact language of such a modification or amendment, and such a modification or amendment shall be effective immediately upon receipt of notice.

**C. Term, Termination, and Renewal.** The term of this agreement shall be in effect for an initial period of five (5) years commencing on the date of its execution and shall thereafter automatically renew for successive five (5) year periods unless terminated in writing by either party not less than one hundred twenty (120) days prior to the expiration of the initial term or subsequent renewal term. All clauses, terms, and covenants contained in this agreement are subject to said term or any extension thereof. Notwithstanding any provisions contained herein to the contrary, **DNS** reserves the right to terminate this agreement for any substantial or continuing breach by **ATM Owner** of any term of this agreement upon ten (10) days written notice of such termination to **ATM Owner**. Should this agreement be terminated for any reason, **DNS** has the right to escrow the surcharge for up to (6) months for funds to mitigate processing costs incurred by **DNS**.

**D. DNS** agrees to act in good faith in regard to all clauses, terms, and covenants contained in this agreement. **DNS** further agrees to exercise reasonable diligence in resolving problems with Networks and processing.

**E. Terminal Adjustments.** In the event of a customer dispute concerning a qualified transaction, **DNS** or the settlement bank may escrow the disputed amount against surcharges payable and are hereby authorized to ACH this amount from customer or applicable account.

#### **V. Pricing and Payments**

**A. Base Price.** **DNS** shall provide the services specified under this agreement based on National ATM Network as well as Regional ATM Network fee schedules. This pricing will be determined based upon the type of equipment and service that **ATM Owner** is using. The parties expressly recognize and agree that the base prices set forth in the price schedule may vary as services are added, abandoned, or altered or by written agreement of both parties and that such variances shall have no effect on this agreement.

**B. Payment for Services.** **ATM Owner** agrees to pay, upon receipt of invoice, all applicable charges, which remain unpaid as a result of an insufficient daily volume of transactions to cover the costs of such charges. If any payment due **DNS** under this or any subsequent agreement is not received within twenty (20) days of the mailing of an invoice for such balances due, **DNS** may, at its sole discretion, discontinue providing services to **ATM Owner** without notice and without penalty of any kind. Such services will be reactivated or reinstated only after **DNS** has received full payment plus any pre-payment amount or deposit which **DNS** in its sole discretion deems appropriate. Any balances due to **DNS** which remain unpaid for thirty (30) days or more will be subject to interest charges of one and one-half percent (1.5%) per month, or the maximum amount allowed by law, whichever is greater, until all such balances are paid in full. This clause extends to all products and services governed by this agreement individually and collectively.

#### **VI. ATM Owner Usage and Alienability Obligations**

**A. Exclusive Use Only.** **ATM Owner** expressly agrees that it and its agents, assigns, and employees will use the products and services provided by **DNS** solely for its own benefit and will not transfer any part or portion of those services or products to any third party, nor allow any third party to have beneficial use thereof. **ATM Owner** expressly agrees that it will use the products and services provided by **DNS** in accordance with any and all applicable local, state, and federal laws, regulations and communications common tariffs. **ATM Owner** expressly agrees that it will use the products and services provided by **DNS** in full accordance with any conditions of use which may be established, specified, promulgated or required by **DNS**, in any exhibit or addendum to this agreement or in any manuals, documents, or instructions furnished to **ATM Owner** by **DNS**.

**B. Restricted Usage.** **DNS** and **ATM Owner** expressly stipulate that **DNS** has been given adequate reason to believe that **ATM Owner** intends to use any consumer credit or other information provided hereunder solely in connection with a transaction involving a consumer on whom the information is to be furnished and involving a qualified card. **DNS** and **ATM Owner** expressly stipulate and agree that **ATM Owner** warrants this restricted usage for the benefit of **DNS** in compliance with all applicable state and federal laws and **ATM Owner** agrees to furnish upon demand a statement to that effect to **DNS** in a form reasonably acceptable to **DNS**.

**C. Reselling.** **ATM Owner** expressly agrees that it will not resell the services in any form without the express written consent of **DNS**. In the event that **ATM Owner** authorizes any persons or entities not parties to this agreement to access or use any of the services provided hereunder, **ATM Owner** agrees to indemnify and hold harmless **DNS** from any and all claims and liability of any kind arising from that use. **DNS** may at its sole discretion refuse to honor any or all of the terms of this agreement with regard to third parties.

**VII. Limitation and Liabilities**

**A. Provisions for Liability.** With the exception of funds that are transferred to reimburse **ATM Owner** for cash dispensing transactions, **DNS** and **ATM Owner** expressly agree that **DNS**' liability to **ATM Owner**, if any, arising hereunder shall be limited to general money damages in an amount not to exceed the total transaction charges collected by **DNS** under this agreement during and limited to the six (6) months immediately preceding the date on which **ATM Owner**'s claim for such damages arose for any matters arising out of, or in any way connected to or related to **DNS**' performance under this agreement including, but not limited to, liability for authorizing or failing to authorize transactions on behalf of **ATM Owner**. Such general monetary damages shall be **ATM Owner**'s sole and exclusive remedy, and **ATM Owner** hereby releases **DNS** from any and all liability for special, incidental, consequential, or exemplary damages and any damages or sums paid or incurred by **ATM Owner** to third parties. **DNS** and **ATM Owner** agree that these damage limitation provisions are both reasonable and conscionable to both parties in light of all present and reasonably predictable circumstances, including, but not limited to, the amount of fees charged by **DNS** under this agreement and the possible amount of actual damages to **ATM Owner**. In any event, either party may bring an action arising under this agreement more than one calendar year after such a cause of action has accrued. If **DNS** is required for any reason to appear in, or is made a defendant in a legal action with respect to services provided under this agreement, **ATM Owner** agrees to indemnify and hold harmless **DNS** for any and all loss, liability, and expense, with the singular exception of any loss, liability, or expense arising directly and proximately out of **DNS**' own negligence or lack of reasonable care, in which case **DNS**' liability shall be limited as described above.

**B. Force Majure.** **ATM Owner** expressly agrees that **DNS** will be in no way responsible nor liable for any loss, expense, or cost incurred by **ATM Owner**, customers, third parties, or other entities as a result of any cause or factor beyond the reasonable control of **DNS**, including, but not limited to, weather, Acts of God, war, fire, explosions, power failures, Government priorities, labor difficulties, supplier failure or delay, civil disorder, breakdown or malfunction of equipment or machinery, transportation facilities or other equipment of any nature. **DNS** shall, however, make all reasonable good faith efforts to limit the duration of any such delay.

**C. General Good Faith Obligations.** Both **DNS** and **ATM Owner** agree that each will use its best good faith efforts to comply with all applicable local, state, and federal laws, ordinances, rules, and regulations and the rules and regulations of all Networks and any provider of affiliated service under this agreement.

**D. Use of DNS Name and Logo.** **ATM Owner** expressly recognizes and agrees that the **DNS** name and logo are registered service marks of **DNS**. For the duration of the term, and any subsequent terms, of this agreement, **DNS** agrees to allow for the use of the name and logo on all terminals processed or marketing materials developed, provided, created, or covered by this agreement subject to graphics standards and usage limitations as specified at any time by **DNS**. **ATM Owner** agrees to cease and desist in the use of any and all such materials at a date no longer than thirty (30) days after the termination of this agreement.

**E. Immediate Violations.** **ATM Owner** expressly recognizes and agrees that if they are in material violation of any term of this agreement, it may result in temporary or permanent discontinuance of service by **DNS** and the temporary or permanent shut down or disablement of the ATM machine or machines.

**F. Choice of Law, Attorneys Fees and Costs.** All disputes, disagreements, or discrepancies regarding the terms, clauses, articles, or the execution thereof or performance thereunder, shall be governed and resolved in accordance with the laws of the State of Florida, with sole and exclusive jurisdiction and venue in Okaloosa County, Florida. In any action at law or in equity relating to the subject matter of this agreement, including an action for declaratory relief, the prevailing party shall be entitled to an award of reasonable attorney fees and costs of the action in addition to any other damages awarded.

**G. Entire Agreement.** This agreement, consisting of four (4) single sided pages and seven (7) numbered sections, is the entire intended agreement between **DNS** and **ATM Owner** relating to the subject matter hereof and all prior, contemporaneous, or subsequent representations, negotiations, understandings, or agreements, whether oral or written, are hereby superseded. No modification or amendment of this fully integrated agreement shall be valid or effective unless it is set forth in writing, signed by both parties, and incorporate by reference this agreement.

\_\_\_\_\_  
**ATM Owner Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Account Owner Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**DNS Signature**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Date**

DIGITAL NETWORK SOLUTIONS  
LOCATION SETUP FORM

**Location Name**

*Location Address*

*City*

*State*

*ZIP*

*Time Zone*  **Eastern**  **Central**  **Mountain**  **Pacific**

*Type Of Business (Convenience Store, Restaurant, Pub, Etc.)*

*Location Contact Person*

*Location Phone*

*Location FAX*

*Location Cell Phone*

*Location E-Mail*

*ISO/Salesperson*

**Owner Of ATM**

*Owners Phone*

*Owners FAX*

*Owners Cell Phone*

*Owners E-Mail*

Please write the 19 Character "**Welcome To**" name that will appear on the ATM display

Surcharge Amount \$

Denomination of bills to be dispensed  \$10  \$20

What amounts will be dispensed?

**(\$200 is legally required)** Default  \$20  \$40  \$60  \$200

Other  \_\_\_  \_\_\_  \_\_\_  \$200

I authorize DNS to setup the ATM terminal according to the data on this form.

X Print Name & Sign\*

DATE \_\_\_\_\_

\*\*\*This Form must be signed by the person responsible for the data\*\*\*

DIGITAL NETWORK SOLUTIONS  
BANK ACCOUNT ACH FORM

Location Name

ISO/Salesperson

Owner of ATM

Phone

FAX

Cell Phone

E-Mail

Bank Account Owner

Is this a New ATM Owner or Loader?

NO

**YES** (If new ATM owner or loader- a background check must be completed before a terminal number can be assigned or activated)

Address

City

State

ZIP

Phone

FAX

FAX or attach a Voided or Cancelled Check from the checking account that will be used to fund this machine. Unfortunately, deposit slips and temporary checks are NOT acceptable.

**Please FAX completed form to (866)853-3182 (Toll Free)**

**VERY IMPORTANT** - Please enter the routing and account numbers carefully, they will be used to verify your banking information.

**ROUTING # must be 9 digits**

**SAVINGS**

**CHECKING**

**ACCOUNT #**

Please remember that it may take 24-48 hours to change an account. **Note:** For a **New ATM Owner or Loader** a background check must be performed **before** the ATM can be assigned a terminal ID number and activated. DNS does not charge a fee for bank account changes.

Typically, it takes 2 business days for the money to return to the bank account. This does not include holidays or other factors.

I understand and agree to these terms and conditions.

X Bank Account Owner Print & Sign\*

DATE: \_\_\_\_\_

\*\*\* This form must be signed by the **Bank Account Owner** or an authorized signatory on the Account\*\*\*

# DIGITAL NETWORK SOLUTIONS SURCHARGE DISTRIBUTION FORM

This form sets up who receives the surcharge checks each month. Surcharge distribution is subject to terms and conditions contained in the Processing agreement. **A background check must be performed on each surcharge payee before surcharge distribution can be processed.**

**Location Name**

**ATM Owner**

**ISO / Salesperson**

**Surcharge Amount** \$

**Admin Fee \$8.00/per month**

**Admin Fee Paid By**

**Surcharge Split Amount** \$

Check in the Name of:  Phone #

Mail to Address:

City

State

ZIP

**Surcharge Split Amount** \$

Check in the Name of:  Phone #

Mail to Address:

City

State

ZIP

**Surcharge Split Amount** \$

Check in the Name of:  Phone #

Mail to Address:

City

State

ZIP

I certify that the above information is correct and complete and agree to the terms and conditions.

ATM OWNER SIGNATURE

Date:

\*Surcharges are remitted by DNS on the 20th of the succeeding month for surcharge revenue through the last day of the prior month. A monthly admin fee will be deducted each month from the surcharge.

DIGITAL NETWORK SOLUTIONS  
TERMINAL INFORMATION FORM

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**Terminal Manufacturer**

- Moneytree    Triton    Tranax    Tidel    Qualtex    NCR  
 Greenlink    Other \_\_\_\_\_

**Model**

**Serial #**

**Software Version**

**Firmware Version**

**Dispenser**

- DELARUE MINI    DELARUE FULL    PULOON    FUJITSU 50    FUJITSU 100

**Printer**

- External**    FUJITSU    FUJITSU 2"    FUJITSU 3"    APS 2"

- Internal**    IMPACT    THERMAL    OTHER \_\_\_\_\_

**Modem**

- USR    BEST DATA    MULTITECH    OTHER \_\_\_\_\_

**Lock**

- SGT GREENLEAF    OTHER \_\_\_\_\_

**Form Completed By:**

**Date** \_\_\_\_\_

Please Print Name Clearly

Signature