

*Products/Services*
**Subscription Plan:** \$599 Setup Fee + \$79.99 per month per terminal

Number of Point of Sales : \_\_\_\_\_

Number of S300's: \_\_\_\_\_

Number of Handheld A920s: \_\_\_\_\_

**\* For all subscriptions, each workstation packages comes with one of each of the following:**

**SP550 Touchscreen Terminal, Thermal Receipt Printer, Router, Mouse, Keyboard, Cash Drawer (Optional)**

**PAX A920 Integration (ISO must provide handheld A920, Access Point Required): \$50 Setup Fee + \$39 / month /reader**

Number of Cash Drawers Needed: \_\_\_\_\_

Additional Options (for optional hardware select upfront price or monthly price)	Purchase		
	Qty	Unit	Subtotal
Elite Server (6+ POS Stations)		\$495	
Printer - Dot Matrix (Remote/Kitchen)		\$375	
Digital Scale		\$399	
Caller ID(Circle One)2 lines(\$14/mo)/4 lines(\$23/mo)		\$175/\$275	
Barcode Scanner		\$99	
15 Manager Cards		\$30	
Rear Customer Display		\$150	
Fingerprint Reader		\$165	
Wireless Access Point *at least one required for A920		\$175	
Kitchen Video System (Includes Screen, Mount and Bump Bar)		\$750	
Additional Cash Drawer		\$129	
Additional Thermal Printer		\$165	
<b>Services</b>			
Priority Rush Service (5-8 days)		\$375	
Expedited 2-day shipping (addition per terminal – must match the # of workstation)		\$118	
EMV Install (Merchant or ISO must provide Pax S300 pinpad)		\$39	
Delivery Module			
HS Gift Card Program			
HS Guest Loyalty Program			
Mission Control Reporting (Base Module)			
Mission Control QuickBooks (Requires MC Reporting)			
Online Ordering (Monthly) \$99 Setup & \$99\month			
Online Ordering (per order) \$99 One-time Setup Fee +\$1.50 chargeperorder			
Wall Mount		\$25	
			Upfront Price: \$

**AND**

Monthly Rental		
Qty	Unit	Subtotal
	\$41	
	\$23	
	\$33	
	\$14 / \$23	
	\$10	
	\$25	
	\$25	
	\$25	
	\$25	
	\$25	
	\$99	
		Monthly Price: \$

**Shipping & Handling: \$200.00 / Terminal**

I agree that I will be charged the amounts for the PCBancard services indicated in this section. I understand the first months' monthly subscription Fee plus shipping fees will be due at the execution of this Agreement. I understand that each other monthly subscription fee will be due at the beginning of each service month during the Term (All terms defined on the Terms of Service section).

**Subscriber:** \_\_\_\_\_

**Co-signer:** \_\_\_\_\_

**Subscriber****Contact**

Corporate Name("Subscriber")

D/B/A

EIN

Activation Address

City, State, Zip

Phone Number

Contact Name

Contact Email

Mobile Number

**Co-signer**

Name

Address

Phone Number

**Electronic Funds Transfer**

Name of Bank

Name of Bank Account

Bank Routing Number

Bank Account Number

Please verify the information above and indicate if is accurate by signing here.

**Subscriber:** \_\_\_\_\_**Co-signer:** \_\_\_\_\_

• No security deposit required for qualified Subscribers. Subscription program begins with the first month subscription plus shipping fees payment.

**A voided check must be provided with this signed Agreement for the Subscription program to begin**

## Terms of Service

**1. Introduction.** These Terms of Service (these "Terms") are incorporated into the Monthly Subscription Agreement (this "Agreement") made by and between PCBancard LLC, a NJ limited liability company, and the Subscriber signing this Agreement ("Subscriber") effective as of the date of Subscriber's signature of this Agreement (the "Effective Date") . Subscriber and PCBancard are the "Parties" to this Agreement. This Agreement, including, without limitation, these Terms will be binding on Subscriber upon Subscriber's execution of this Agreement. Subscriber waives the application of Subscriber's own terms of service and/or any other terms that conflict with this Agreement. In the event of any conflict between the terms on the face of this Agreement and these Terms, the terms on the face of this Agreement shall prevail.

**2. Services.** PCBancard LLC shall provide Subscriber with the services set forth on the face of this Agreement (collectively, the "Services") , which may include, without limitation, the activation and provision of a high end, proprietary, Point-of-Sale (POS) system (the "HotSauce System") to help automate and manage Subscriber's restaurant operations, Subscriber training and support, and maintenance and other related services.

**3. Equipment/Workstation.** PCBancard agrees to use commercially reasonable efforts to fully activate the HotSauce System at the Subscriber location specified on the face of this Agreement within two (2) weeks of completion of Subscriber training. Subscriber acknowledges and agrees that PCBancard solely owns all right, title and interest in and to the HotSauce System, and Subscriber has no right, title or interest in the HotSauce System. Subscriber further acknowledges and agrees that during the Initial Term, PCBancard solely owns all right, title and interest in and to the HotSauce Workstation equipment/hardware (terminal, thermal printer, cash drawer) (collectively, the "Workstation") used by Subscriber. Subscriber has only a limited right to use the HotSauce System and Workstation during the Term (defined below), subject to the restrictions set forth in this Agreement. Subscriber shall not modify, reverse engineer, distribute, transfer, or allow access to by a third party, the HotSauce System. Subscriber agrees to use the HotSauce System only for business purposes at the Subscriber location specified on the face of this Agreement. If this Agreement is terminated for any reason prior to the end of the Initial Term, Subscriber agrees to immediately return the HotSauce Workstation equipment/hardware (terminal, thermal printer, cash drawer) and all of its components to PCBancard in the same condition it was delivered except for ordinary wear and tear (the "Return Obligation" ) at the Subscriber's expense. It is the Subscriber's obligation to return the Workstation equipment/hardware back to PCBancard upon which PCBancard may inspect such equipment and assess a repair/refurbish fee, if needed.

#### 4. Exclusive Processing Requirement.

**(a) Approved Processing Services.** Subscriber's use of the Equipment requires exclusive use of the Processing Services provided by a PCBancard-approved processing service provider (a "PCBancard Processing Partner"), at all times. For the term of this Agreement, Subscriber is obligated to use the same PCBancard Processing Partner. Subscriber agrees not to use credit, debit, electronic payment, or gift card processing services from any provider except a PCBancard Processing Partner. By entering into this Agreement, and as a condition precedent to PCBancard providing Equipment to Subscriber, Subscriber agrees to enter into a Merchant Processing Agreement with a PCBancard Processing Partner.

**(b) Failure to Process with PCBancard Processing Partner.** If at any time after the Commencement Date Subscriber ceases to use a PCBancard Processing Partner's Processing Services, in whole or in part, then Subscriber will incur a fee of \$75.00 per Equipment terminal for each 30-day period that said Processing Services are not used ("Inactivity Fee"). The Inactivity Fee is in addition to any other fees or charges incurred for the service, and shall be due upon invoice. Notwithstanding the foregoing, PCBancard reserves the right to terminate this Service Agreement or suspend Subscriber's access to the Equipment and/or Software for Subscriber's intentional non-use of approved Processing Services. PCBancard also specifically reserves the right to stop the Software from functioning and/or revoke the Software License in the event Subscriber is in breach of this section.

#### 5. Term & Termination.

**(a) Term.** This Agreement shall commence upon the date that PCBancard ships the equipment to Subscriber (the "Commencement Date"). This Agreement shall continue for a period of three (3) years from the Commencement Date (the "Initial Term" ), and then shall automatically renew for an additional one.

(1) year period on each anniversary of the Commencement Date (each an "Additional Term") until a Party provides the other Party with written notice of its desire to terminate this Agreement at least thirty (30) days prior to the end of such Additional Term , in which case this Agreement shall terminate at the end of such Additional Term. The Initial Term and all Additional Term(s) are, collectively, the "Term".

**(b) Termination Prior to Hardware Installation.** Subscriber shall have the right to terminate this Agreement, for any reason, at any time prior to the hardware installation ("Pre-install Cancellation"). A Pre-install Cancellation will incur a Re-stocking Fee equal to 3 monthly payments, per terminal. The first monthly payment collected on the Execution Date will be credited toward the Re-stocking Fee.

**(c) Out of Business Termination.** Notwithstanding anything in this Agreement to the contrary, in the event that Subscriber goes out of business prior to the end of the Initial Term, Subscriber shall be released from making the remaining payments owed for the remaining portion of the Initial Term provided that Subscriber fully complies with the Return Obligation.

**6. Payment.** The face of this Agreement shall constitute an invoice for payment for the Services. Subscriber shall pay PCBancard, with time being of the essence, all amounts due for the Services as set forth on the face of this Agreement, or as otherwise provided in an invoice. All payments made to PCBancard are fully earned and non-refundable. Unless expressly stated otherwise on the face of this Agreement, the fees for the Services are exclusive of all taxes, license fees, registration fees, and permit fees (collectively, "Taxes"). Subscriber shall be solely responsible for paying any applicable Taxes. Subscriber's failure to timely pay for any Services shall subject Subscriber to a late fee of 5% of each payment, minimum of \$35, for each occurrence in a calendar month Subscriber shall reimburse PCBancard for all expenses , including without limitation, all collection costs, courts costs, and reasonable attorney fees , incurred in collecting any payment due from Subscriber. The person signing this Agreement on behalf of Subscriber personally guarantees all payment and performance obligations of Subscriber under this Agreement, and if Subscriber defaults on any such obligations, such person shall be personally liable and responsible for the full satisfaction of such obligations. In accordance with PCBancard's current billing policy, which may change from time to time, Subscriber shall be charged for the first monthly payment of the Term in addition to any shipping and other upfront purchases on the Execution Date. The next billing cycle will then start as of two (2) weeks after the Commencement Date or the installation date of the hardware, whichever comes first ("First Billing Date"). If the First Billing Date falls on a date other than the first of a given month, HotSauce, in its sole discretion, may choose to prorate Subscriber's monthly payment accordingly ("Pro-rated Monthly Bill"). If the first bill is a Pro-rated Monthly Bill, the first monthly payment collected at the time of execution shall be applied to the first-occurring full month following the pro-rated month.

## Terms of Service

**7. No Warranty & Limitation of Liability & Indemnification.** PCBancard makes no express or implied warranties as to any matter whatsoever, including, without limitation, the condition of the Services, their merchantability, their fitness for a particular purpose, and/or that the Services will be error-free. Subscriber accepts the Services "As Is." In no event shall PCBancard or any of its members, managers, shareholders, directors, officers, employees, contractors, agents, successors, or assigns (collectively, "PCBancard Affiliates"), be liable to Subscriber or any third party for any incidental, consequential, special, exemplary, or indirect damages, or lost business profits. Furthermore, PCBancard Affiliates' aggregate liability to Subscriber and/or any third party shall be limited to the amount of payment actually paid by Subscriber to PCBancard under this Agreement during the six (6) month period occurring immediately before the event giving rise to the liability. No suit or other action may be brought against any PCBancard Affiliate more than one (1) year after the occurrence of an event giving rise to such liability. Subscriber agrees to indemnify, hold harmless and defend each PCBancard Affiliate from and against all claims of any nature whatsoever brought by any third party that is in any way related to the Services, this Agreement, and/or Subscriber's negligence.

**8. Breach by Subscriber.** In addition to the other remedies provided in this Agreement or otherwise available under applicable law, in the event that Subscriber is in breach of this Agreement, PCBancard may demand the return of the HotSauce System and require that Subscriber pay the remaining balance due during the Term.

**9. Support & Maintenance.** Subscriber is entitled to any support & maintenance services included in the selected Subscription plan (refer to the Products / Services section of this Agreement). Support & maintenance under this Agreement will be subject to the same terms & conditions as HotSauce's Software Support program and Hardware Support program. Subscriber shall be charged for any damage to the Software or Hardware caused by the negligence of Subscriber or Subscriber's employees, agents or invitees.

**10. Miscellaneous.** This Agreement shall be controlled, construed and enforced in accordance with the substantive laws of the State of New Jersey, without regard to any laws related to choice or conflicts of laws. Any claim, dispute, or legal proceeding arising out of or in any way related to this Agreement shall be brought in any state or federal court within the State of New Jersey. Subscriber may not assign or transfer this Agreement without PCBancard's prior written consent. This Agreement reflects the entire agreement between the Parties, and cannot be amended except through a signed writing by both Parties. Any delay or non-enforcement of this Agreement does not constitute a waiver of this Agreement or of any of its provisions. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same Agreement. This Agreement may be transmitted and/or signed by facsimile, scanning the signature into PDF format and transmitting by email, digital signature, electronic signature, clicking a box, signing a portable computer or hand held device, or by any other commercial reasonable means of acknowledging acceptance of this Agreement, and the effectiveness of such signatures shall be the same as an original copy with manual signatures, and shall be binding on all parties to this Agreement. Notwithstanding the termination of this Agreement, Sections 1, 3, 5, 6, 7, 8, 9 and 10 of these Terms shall survive the termination of this Agreement and shall remain in full force and effect.

I have read, understand and agree to the terms and conditions of this Agreement. I hereby authorize PCBancard, LLC to withdraw funds from the bank account provided in this Agreement to satisfy the payment obligations described in this Agreement, pursuant to the limitations provided in this Agreement.

Subscriber Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_ SSN: \_\_\_\_\_ Date: \_\_\_\_\_