

# Gift & Loyalty Card Program



## GIFT & LOYALTY CARD PROGRAM

Legal Name: \_\_\_\_\_  
 DBA Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
 DBA Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Mail Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Type of Ownership: \_\_\_\_\_ Sole Proprietor \_\_\_\_\_ Partnership \_\_\_\_\_ Corporation \_\_\_\_\_ Contact Person: \_\_\_\_\_

### PRINCIPAL INFORMATION

Name (Print): \_\_\_\_\_ Title: \_\_\_\_\_ % Equity Ownership: \_\_\_\_\_ Date of Birth: \_\_\_\_\_  
 Social Security # \_\_\_\_\_ Phone: \_\_\_\_\_  
 Principal Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

### FEES

Monthly Service Fee Per Location (billed upon activation) \$ \_\_\_\_\_ Transaction Fee \$ \_\_\_\_\_ Setup Cost \$ \_\_\_\_\_ Reorder Cost per Card \$ \_\_\_\_\_  
 Merchant training for a one-time fee to ISO. CIRCLE: YES NO

### CARD DESIGN AND PROGRAM OPTIONS

GIFT  LOYALTY

**OUT OF THE BOX - Introduction** (Please check card design)

**OUT OF THE BOX - Deluxe** (Please check card design)

Business name to appear on card:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 (optional 2<sup>nd</sup> line text: phone#, website, etc)



Rose



Money

**CUSTOM CARDS** (with merchant artwork)

Logo artwork attached: \_\_\_\_\_ YES \_\_\_\_\_ NO

Camera ready artwork (PDF, JPG, TIF) can be e-mailed to:

[giftcard@GlobleTelecom.com](mailto:giftcard@GlobleTelecom.com) or provided on CD with application



Restaurant

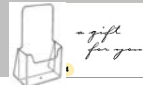


General

### PACKAGING OPTIONS:

(Please check one)

\_\_\_\_\_ Fold over card carrier with acrylic display



\_\_\_\_\_ Gift card affixed to card hanger



### EQUIPMENT INFORMATION

Terminal: \_\_\_\_\_ Printer \_\_\_\_\_ Platform \_\_\_\_\_ Application# \_\_\_\_\_

**VOIDED CHECK FROM CHECKING ACCOUNT MUST BE ATTACHED WITH PRE-PRINTED BUSINESS NAME**

### MERCHANT ACCEPTANCE

THIS AGREEMENT INCLUDES ALL OF THE TERMS AND CONDITIONS CONTAINED ON THE FRONT AND ATTACHED RECITALS OF THIS AGREEMENT. THIS AGREEMENT HAS BEEN EXECUTED ON BEHALF OF AND BY THE AUTHORIZED MANAGEMENT OF EACH PARTY AS OF THE DATE BELOW.

**ACH DEBIT/CREDIT AUTHORIZATION:** MERCHANT HEREBY AUTHORIZES BANK IN ACCORDANCE WITH THIS GIFT CARD AGREEMENT TO INITIATE DEBIT/CREDIT ENTRIES TO MERCHANT'S CHECKING ACCOUNT, AS INDICATED PER THE ATTACHED COPY OF A VOIDED CHECK FROM SAME. THE AUTHORITY IS TO REMAIN IN FULL FORCE AND EFFECT UNTIL (A) BANK HAS RECEIVED WRITTEN NOTIFICATION FROM MERCHANT OF ITS TERMINATION IN SUCH A MANNER AS TO AFFORD BANK REASONABLE OPPORTUNITY TO ACT ON IT, AND (B) ALL OBLIGATIONS OF MERCHANT TO BANK/GETI THAT HAVE ARISEN UNDER THIS AGREEMENT HAVE BEEN PAID IN FULL.

### IMPORTANT NOTICE

ALL INFORMATION CONTAINED ON THIS APPLICATION WAS COMPLETED BY OWNERS AND/OR OFFICERS OF MERCHANT AND THEY WARRANT THAT ALL CHECK INFORMATION AND SALES VOLUME INDICATED THROUGHOUT THIS APPLICATION ARE ACCURATE AND ACKNOWLEDGE THAT ANY VARIANCE TO THIS INFORMATION COULD RESULT IN DELAYED AND/OR WITHHELD SETTLEMENT OF FUNDS. NO BLANK SPACES WERE LEFT INCOMPLETE. N/A OR NONE HAS BEEN FILLED IN ANY SPACES WHERE APPLICABLE. THIS AGREEMENT SHALL NOT BE BINDING OR TAKE EFFECT UNTIL MERCHANT HAS BEEN APPROVED BY A GETI OFFICER AND A MERCHANT NUMBER HAS BEEN ISSUED.

#### MERCHANT AGREED AND ACCEPTED:

I have read and agree to the terms of this agreement

X \_\_\_\_\_  
 Authorized MERCHANT Signature Date

#### CORPORATE RESOLUTION FOR CORPORATIONS AND LLC's "ONLY"

The officer(s) identified have the authority to execute the Check Service Agreement with GETI on behalf of the corporation or LLC

X \_\_\_\_\_  
 Authorized Officers' Signature/Title Date

### GETI USE ONLY

Application Approved By: \_\_\_\_\_  
 Authorized Signature Title Date

Recitals: GETI has developed the GETI prepaid service. The service together with its related software and documentation integrates with various retail store locations it provide a prepaid / stored value tracking system for anonymous customer activity at the retail business. The service shall hereinafter be referred to as the GETI Gift prepaid. Customer desires to initially purchase processing for, GETI and desires GETI to service those cards.

Agreements: NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and other good and valuable consideration, GETI and Customer agree as follows:

I. GETI 's LICENSE

- a. GETI hereby grants to Customer the right to use the GETI product at its specified locations. Further, Customer agrees that GETI shall be the exclusive store value /prepaid processing provider of Customer during the term of this Agreement, that each GETI Gift Card issued will contain an account number and magnetic stripe encoded to GETI's specifications.
- b. If Customer fails to perform any of its obligations hereunder or shall commit an act of bankruptcy within the meaning of the Federal Bankruptcy Act or if the bankruptcy, receivership, insolvency, liquidation, or other similar proceeding shall be instituted by or against Customer on all or any part of its property, GETI may terminate the limited license granted in this Section 1 immediately upon written notice. No payments made to GETI by Customer hereunder shall be refunded to it; and the obligations of Customer under this Agreement shall survive any termination thereof.

II. FEE, PAYMENTS AND OBLIGATIONS

- a. The fees and payments required under fee schedule of this Agreement. Payment for the service of all GETI cards ordered by Customer shall be in advance and concurrent with the Customer's signed GETI Service Agreement.
- b. Transaction: Any instance a terminal dials into the system. A transaction fee will be charged as per fee schedule of this agreement. Examples include:
  - Issuance (single or group)
  - Purchase (redemption)
  - Balance Inquiry
  - Add Value
  - Void
  - Transfer
  - Clerk Maintenance
  - Reports

III. Service Provided

- a. GETI will provide the following facilities and capabilities to Customer :
  - Authorization: GETI will provide authorization of a GETI Card Program transaction requested and initiated by the retail location via a dial telephone network. GETI will respond to each request with an approval or decline
  - Online Reports: GETI will provide periodic reports to enable customer to monitor and manage the program implemented at each of it's affiliated retail store locations. Customer will have access to a web site secured with a username and password.
  - Emergency Service: In the event an act of God, a drastic machine failure, or clerical error renders Customer's system using the GETI Card Program inoperable, GETI agrees to use its best efforts to provide reasonable service, however GETI is under no obligation of liability in the event reasonable efforts are unsuccessful for acts or events beyond GETI's control.
  - Customer Service (Help Desk) GETI provides a telephone Help Desk, which will be used for response to Customer inquiries and for receiving notifications of problems, defects, and malfunctions.
  - Response Time: GETI agrees to provide to Customer an estimated resolution time within forty-eight (48) hours of the time a problem which materially impacts Customer's operation is reported.
  - Support: GETI agrees to establish support for problem diagnosis and to provide file transfer capabilities for downloading and uploading software. Customer agrees to install an GETI approved device on their customer premises

IV. Authority of Parties

Each party represents and warrants that it is a corporation duly authorized, validly existing, and in good standing under the laws of the jurisdiction under which it is incorporated and the execution of this Agreement is valid, binding, and enforceable in accordance with its terms.

V. Warranty/Limitation of Remedy

- a. GETI warrants that any maintenance or other services rendered to Customer in accordance with the terms of this Agreement will be performed in a professional manner by qualified personnel.

EXCEPT FOR THE WARRANTY STATED IN SECTION a, GETI MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES FOR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

VI. Limitation of Liability

- a. GETI agrees to indemnify and hold Customer harmless from any liability, expense, cost, damage settlement obligation arising from any claim, suit, or cause of action relating to the use of the GETI Card Program Resulting from GETI's gross negligence or willful, knowing and intentional misconduct of either itself or any of its agents or employees.
- b. GETI's liability under this agreement shall not exceed the fees paid by Customer to GETI under this Agreement and the accompanying Software License Agreement. GETI will in NO event be liable for lost profits or other Other consequential or incidental damages, even if GETI has been advised of such damages. Customer agrees to indemnify and hold GETI harmless from any liability, expense (including reasonable attorney's fees), cost, Damages, settlements, or obligations suffered by GETI other than any liability, loss or expense suffered by GETI as a result of the gross negligence or willful, knowing and intentional misconduct to GETI, its employees or agents.
- c. Customer shall have no claim for any liability that is brought more than six (6) months from the occurrence of any events that may rise to such liability
- d. Customer agrees to indemnify and hold GETI harmless from any claim of third parties relating to Customer's use of the GETI Gift Card Program or any liability resulting from the gross negligence or willful, knowing and intentional misconduct of Customer or its agents or employees.

VII. Situs

The situs for all transactions covered by this Agreement shall be Destin, Florida

VIII. Assignability

Customer may not assign its rights and obligations hereunder to a third party, without prior written consent of the other party, which consent shall not be unreasonably withheld, provided that such consent shall not relieve the assigning party of any of its obligations hereunder. Notwithstanding the foregoing, either party may assign this Agreement to a parent, affiliated or subsidiary corporation, or a partnership, limited liability company or other entity consisting of the majority of existing shareholders without consent upon notice to the other party.

IX. Term and Termination

- a. This Agreement shall be effective upon the date hereof for a term of twenty-four (24) months. This agreement will automatically renew for additional 1 year terms, unless notice is provide in writing by Customer 60 days prior to the termination of the agreement. As long as this agreement is in force, all GETI Gift Card Programs on the system shall continue to be maintained. In the event of the termination of this Agreement and upon the request of Customer, GETI shall provide an un-load of the existing cards in the GETI database.
- b. In the event of a material breach, this Agreement shall terminate at the sole discretion of GETI.
- c. If merchant terminates this agreement prior to its term, a one-time fee of one hundred and twenty-five (\$125.00) will be assessed and electronically debited from the merchant's account for administrative processing.

Miscellaneous

Binding Forces:

This Agreement shall be binding upon and inure to the benefit of and be enforceable by the administrators, legal representatives, agents, successors, and assigns of the parties hereto

Notices:

All notices provided for by this Agreement shall be made in writing and shall be deemed received by the intended recipient

- (i) on the business day that such notice is sent by telecopy or facsimile to the intended recipient provided that such notice is also sent by United States Mail, be certified mail, return receipt requested and postage paid thereon or;
- (ii) the third business day after the date placed in United States Mail, Certified mail, return receipt requested and postage paid thereon; or
- (iii) the first day after notice is sent by express mail or other overnight mail service. All notices shall be delivered to the address indicated on this agreement, the parties signature to this Agreement, unless the party giving any such notice has been notified, in writing, of a change of such address.

Entire Agreement:

This Agreement and Exhibits attached hereto shall constitute the entire agreement between the parties with respect to the subject of this Agreement and the parties represent that there are no collateral agreements or side agreements not otherwise provided for within the terms of this Agreement. The terms and conditions of the Agreement supersedes those of all previous agreements, if any, between the parties with respect to the subject matter of this Agreement.

Modifications and Amendments:

No modification or amendment of this Agreement shall be effective or binding upon the parties unless in writing and signed by both parties.

Governing Law:

This Agreement shall be governed and construed and enforced in accordance with the laws of the State of Florida. Any claims or charge made hereunder shall be brought in state or federal court in the State of Florida. The parties hereto irrevocably consent to the jurisdiction and venue of such court and waive any present or future objections to venue or jurisdiction in such court. The parties agree that service of process may be made upon them by certified or registered mail as provided in paragraph (b) above or any other method authorized under local rules of civil procedure.