



TRILOGY GOLD PROGRAM

Processing supplies and equipment replacement made easy.

Equipment failure can be extremely frustrating, not to mention the negative impact on your sales potential. Trilogy wants your downtime to be minimal, as we have a vested interest in your success.

As such, we have developed a program to minimize downtime due to equipment failure and the associated repair costs. For a low monthly fee, you will receive repair or replacement service for any units found not to be functioning within their manufactured purpose. If our technical support team diagnoses your equipment and is unable to resolve the issue through online troubleshooting, we will ship you a replacement unit preprogrammed and ready to process transactions.

Trilogy Gold membership also entitles you to the following:

- ✦ Free annual processing supplies:
 - Up to 24 rolls of paper (limit 6 per quarter)
 - 1 Printer Ribbon (1 annually)
 - 200 Sales and/or credit slips (limit 50 per quarter)
 - Shipping included (limit 1 per quarter)
- ✦ 25% discount on all other processing supplies
- ✦ Equipment swap program for failed equipment

Introductory Offer

You can join the Trilogy Gold Program for a low introductory monthly rate of \$12.95 per terminal system (Terminal, printer, and/or pin-pad). As this is an introductory offer, it will not be offered to you again in the future. Should you decide to join Trilogy Gold at a future date, the monthly rate will be \$18.95.

To take advantage of this introductory offer, simply let us know when you sign your processing agreement, or call us within 30 days of opening your account at 1-800-609-7880.

This offer is completely optional and you are under no obligation to join the Trilogy Gold Program. If you choose not to participate in the Trilogy Gold Program, and in the case of equipment failure not covered under your manufacturer's warranty, we can have your equipment replaced or repaired at your expense. Additionally, should you not join the Trilogy Gold Program, we offer processing supplies for sale. Costs of equipment replacement, repair, and supplies will vary.

Please see Trilogy Gold Terms and Conditions on reverse.

TRILOGY GOLD PROGRAM

Terms and Conditions

Under the terms and conditions of this Introductory offer, Trilogy Payment Solutions, LP ("TPS") agrees to provide Trilogy Gold club members one (1) reconditioned replacement point-of-sale terminal, printer, check device, or PIN pad provided such service is required by product failure during normal business usage. This Agreement cannot be modified without prior approval from TPS Headquarters. Agents are not authorized to change the terms of this Agreement, nor are they authorized to render any equipment services that are not provided for by the original manufacturer.

1. **Expedited Equipment Replacement Service (ERS):** TPS offers the members of Trilogy Gold equipment replacement on the point-of-sale terminals, printers, check devices and PIN pads as originally provided and supported by TPS.
2. **Shipping and Handling Charges:** Membership in Trilogy Gold entitles you to pre-paid shipping of replacement equipment, via standard next business day delivery within the continental United States; Saturday delivery is available at additional shipping charge. Shipping charges on supplies are paid by the Merchant for supplies orders (a) in excess of one order per calendar quarter or (b) that require expedited shipping per Merchant request. Shipping charges will be billed on your regular monthly statement.
3. **Return of Failed Equipment:** TPS will arrange for pickup of failed equipment. It will be the merchant's responsibility to have the damaged unit ready for pickup, in accordance with instructions provided with the replacement unit. It is the responsibility of the merchant to prepare and package the damaged equipment for return to TPS within five (5) business days after receiving replacement equipment. Failure to do so shall be termed a breach of the merchant's obligation under this Agreement and an amount equal to the replacement value of the unreturned equipment will be deducted from the merchant's processing proceeds. The damaged equipment shall become the property of TPS upon acceptance of the replacement equipment by the merchant. It will be the merchant's responsibility to notify **lessor** of their replacement equipment, if applicable, as TPS will not assume any lease liability with respect to the damaged equipment. In the event of the merchant's breach of this Agreement, TPS reserves the right to exercise all of its rights under the Merchant Agreement, with the Trilogy Gold member.
4. **Exclusions:**
 - a. Any unit determined by TPS to be physically damaged or abused will not be covered under the terms of this Agreement. If it has been determined by TPS that the returned equipment has been physically damaged or abused, the merchant will be charged a fee for replacement equipment plus applicable shipping charges.
 - b. TPS shall be under no obligation to perform under the terms of this Agreement in the event that the point-of-sale terminal, printer, check device, or PIN pad equipment are opened or disassembled, or parties other than authorized TPS personnel perform work.
 - c. TPS shall have no obligation to perform under the terms of this Agreement in the event that the damage is done to equipment by devices or peripherals not recommended or supplied by TPS. Specifically, spillage of any consumable liquid, which adversely affects the terminal, printer or PIN pad equipment, will not be covered. Additionally, lightning strikes, aberrant electrical activity, weather-related occurrences, any act of God or public enemy, fire, explosion, flood, earthquake, riot, war, sabotage, accident, embargo, or any circumstance of like or different character beyond TPS' reasonable control or by interruption or delay in transportation, inadequacy or shortage or failure of supply of materials, utilities, or equipment breakdown or labor trouble, compliance with any order, defection, action or request of any governmental officer, department or agency are not covered.
 - d. Any equipment not supplied by TPS will be subject to a 90-day exclusion period, during which equipment must perform at an acceptable level determined at the sole discretion of TPS. At a minimum, equipment must be programmable and submit related service data consistently during exclusion period.
 - e. TPS shall have no obligation to perform any of the terms of this Agreement if the merchant has outstanding debt owed to TPS.
 - f. TPS entitles merchant to one (1) terminal, one (1) printer, (1) check device, or one (1) PIN pad replacement per year. Each additional replacement will be billed at a minimum of \$150. Batteries are not covered under this program.
 - g. There is a non-refundable deductible of \$150 for all replaced wireless units and \$250 for all replaced check imagers.
 - h. Equipment not processing on related TPS services will not be covered. I.e. check devices on any other check service than TPS check services.
5. **Fees:** A prepaid membership fee will be deducted from each TPS monthly billing. A fee will be charged per TID or terminal identification number.
6. **Rate change:** TPS reserves the right to institute a rate change with prior thirty (30) day notification.
7. **Termination:** Either party may terminate This Agreement with prior thirty (30) day written notice to either party. Notice by merchant must be given to TPS at the corporate address: P.O. Box 427, Fort Worth, Texas 76101. Notice to a field agent or TPS sales department shall not constitute notice.
8. **Assignability:** TPS reserves all rights of assignability. Merchant may not assign this Agreement, directly or by operations of law, without prior written consent of TPS.
9. **Force Majeure:** TPS shall have no liability to merchant for delay or failure to perform any part of this Agreement on account of any act of God or public enemy, fire, explosion, flood, earthquake, riot, war, sabotage, accident, embargo, or any circumstance of like or different character beyond TPS' reasonable control or by interruption or delay in transportation, inadequacy or shortage or failure of supply of materials, utilities, or equipment breakdown or labor trouble, compliance with any order, defection, action or request of any governmental officer, department or agency.
10. **Miscellaneous:** By its participation in the Trilogy Gold program, TPS and merchant acknowledge the Trilogy Gold Program as a business/non-consumer relationship, and merchant further acknowledges its ability to reject Trilogy Gold business transaction as set forth within. TPS and merchant further agree that it may be difficult, if not impossible, to accurately determine the amount of damages which merchant may incur if TPS fails to fulfill its obligations hereunder. Accordingly, it is agreed that liquidated damages for any such proven TPS failure shall be limited to the amount of fees paid by merchant to TPS relating to the Trilogy Gold Program.
11. **Length of Agreement:** If merchant utilizes Trilogy Gold Program, merchant must maintain Trilogy Gold Membership for the period of one (1) year. If the merchant cancels, TPS holds the right to ACH merchant's account for annual Trilogy Gold fees for the remaining length of the 1-year membership period. If TPS cancels the merchant account due to activity breaching the Merchant Agreement extended between the merchant and TPS, TPS holds the right to ACH merchant account for services rendered under Trilogy Gold.
12. **Privileges:** Membership of Trilogy Gold entitles you to free quarterly and annual supplies. These supplies may only be ordered with times allotted, and failure to order during those times will relinquish your entitlement for that time period. Discounts will be applied only when Trilogy Gold Membership is indicated on/with order.