



## Processing Service and Maintenance Agreement

**THIS AGREEMENT** is made this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between A-One ATM LLC a South Carolina corporation, (“Company”), and \_\_\_\_\_ (“Merchant”).

- 1. Equipment.** Merchant shall place a \_\_\_\_\_ Automated Teller Machine (“ATM”) on its premises in an indoor location as mutually agreed upon and identified in **Exhibit A** attached hereto (“Premises”).
- 2. Availability.** Merchant agrees that the ATM shall at all times remain available for use by Merchant’s customers during Merchant’s normal business hours for the term of this Agreement. In addition, Merchant shall make the ATM available during reasonable business hours so that company, or its agents, may perform maintenance or system improvements. Generally such maintenance shall not exceed two percent (2%) of available time per calendar month.
- 3. Transaction Surcharges.** In the event Merchant is legally permitted and chooses to impose a surcharge upon each transaction, Merchant will receive, from transaction proceeds, 100% of the gross surcharges collected per month. Company agrees that surcharge revenue will be remitted to Merchant on or before the last business day of the month for the previous month’s transactions or daily.
- 4. Installation and Training.** Company agrees to arrange for the installation of the ATM by certified service representatives. Training for the Merchant and select employees shall be provided by the Company at the time of installation. Such training will be provided at no cost, at a time convenient to all parties.
- 5. Maintenance and Repair.** The Company, through the terminal manufacturer agrees to provide Merchant with the standard manufacturer’s warranty.
- 6. Processing Services.** Company agrees to provide data processing services, through its agreement with processors that Company, at its sole discretion, may select, to process authorized ATM transactions. Merchant agrees to accurately complete, or has accurately completed, an ACH merchant Application, and deliver same and such other documents as are reasonably required to facilitate the implementation and delivery of such processing services.
- 7. Inventory Requirements.** Merchant shall keep a sufficient amount of cash in the ATM at all times, for normal expected transaction usage. Merchant shall be wholly responsible for the correct handling and loading of cash into the ATM unless otherwise specified.
- 8. Phone and Electrical Requirements.** Merchant shall, at its sole expense, contract for and provide a local business telephone line, and one (1) standard operational electrical power outlet, both within two (2) feet of the ATM site. Merchant shall be responsible for all charges incurred in connection with the installation and monthly maintenance of said telephone line and electrical power outlet.
- 9. Exclusivity.** Customer shall not permit the installation of any other ATM at this location (Defined in Exhibit A), the removal of the ATM from this location, or use of another ATM processing

relationship for the term of this agreement, except as may be agreed upon by Processor in writing or required by any lessor of the ATM.

10. **Payment for Services.** Merchant agrees to pay Company for equipment and services according to the prices and terms set forth in the attached Purchase Agreement. Except in the case of an equipment lease agreement, merchant agrees that any unpaid cash balances owed to Company will be paid at the time of installation. Merchant further agrees that should there be any unpaid balances due to Company 30 days after installation, Merchant shall forfeit any and all deposits paid and ownership of the ATM shall revert to Company. Merchant shall hereby grant to Company unimpeded access to the Premises where the ATM is located so that connection with this procedure shall also be the responsibility of Merchant. Any costs, fees, attorney's fees, and unpaid balances due to Company, shall accrue interest at a rate of 2% per month (24% per annum) and be the sole responsibility of the merchant.
11. **Term.** This agreement shall be for a term of 1 (one) month from the date of installation, unless amended or terminated by written agreement signed by both parties, or terminated by Company pursuant to paragraph 13 below. This Agreement shall automatically renew for successive 1 (one) month periods unless terminated by either party by giving written notice no later than 15 days before the expiration of the contract term.
12. **Equipment Relocation.** In the event Merchant transfers or moves its business from the Premises, Merchant shall notify Company not less than thirty-days (30) prior to any such event. In such an event, this Agreement shall be automatically deemed amended to apply to Merchant's new location for the remaining term(s) of this Agreement.
13. **Cancellation.** This Agreement and all obligations of the Company thereunder may be canceled by Company in the event of Merchant's default under the terms of any lease for the ATM. Either party may terminate this agreement if the other party is in breach of contract and has failed to remedy such breach within thirty (30) days of receipt of written notification.
14. **Disclaimer.** Except as expressly provided herein, Merchant understands and agrees that Company makes no warranty, express, implied or statutory, as to any matter whatsoever, including the condition of the ATM, its merchantability or fitness for any particular purpose. Company shall in no event be responsible for any lost profits or direct, incidental, consequential, special or indirect damages that merchant may incur. Company's sole liability to Merchant hereunder, except as otherwise provided, shall be to remedy any breach in a timely manner.
15. **Force Majeure.** Neither party shall be held liable for any delay or default in the performance of any obligation under this Agreement (other than the payment of moneys due) to the extent that such performance is delayed or prevented by an act of force majeure, including an act of God, flood, war, riot, fire, accident, explosion, labor trouble, act of government, delay or default by subcontractor or supplier of materials or services, the existence of any other circumstances making performance commercially impractical, or any other cause beyond the party's reasonable control.
16. **Binding Effect/Assignment.** This Agreement is binding on the parties and their respective successors and assigns. Merchant shall not assign or in any way dispose of all or any part of its rights or obligations under this Agreement without the prior written consent of Company, which consent shall not be unreasonably withheld.
17. **Governing Law.** This Agreement shall be construed, interpreted and enforced in accordance with the laws of the State of South Carolina, county of Anderson.

18. **Legal Fees.** If suit or action is instituted to enforce or interpret any of the terms of this Agreement, the prevailing party shall be entitled to recover from the other party, in addition to costs, such sums as the court may adjudge reasonable for legal fees at trial and on any appeal therefrom.
19. **Compliance with Laws/Indemnification.** Merchant shall comply with all Federal, State, and Local laws, regulations and ordinances, and with all regulations or rules of any banking ATM. Merchant shall indemnify and hold Company harmless from and against any and all liability, loss, costs, damages, attorneys fees, and expenses of whatever kind or nature which Company may sustain by reason or in consequence of Merchant's failure to comply with such laws, rules, regulations, or ordinances. Merchant shall not, without any cardholder's consent, sell, purchase, provide, or exchange any card account numbers or information of any kind obtained by reason of any card transaction to anyone, except to resolve a transaction problem. Merchant shall not knowingly complete any transaction on the ATM involving any card that was not originated by the card.

Merchant agrees to carry, at its sole expense, general liability insurance on the Premises where the ATM is located. Merchant further agrees to indemnify and hold harmless, Company, its officers, directors, employees, affiliates, sponsors, and assigns, from and against any and all direct or contingent liabilities, claims, damages, losses, or expenses, including reasonable attorneys' fees, arising from any claim, demand or suit against Merchant as a result of loss, harm or injury sustained by or inflicted upon any person(s) patronizing or entering said Premises for reasons, related or not related to use of the ATM.

20. **Waiver.** The failure of either Party to enforce at any time a provision of this Agreement or to exercise any right herein provided shall not be construed as a waiver of such provision or right and shall not effect the validity of this Agreement or limit, prevent or impair the right of such Party subsequently to enforce said provision or exercise said right.
21. **Severability.** In the event any part of this Agreement is ruled by any court or regulatory authority to be invalid or unenforceable, then this Agreement shall be automatically modified to eliminate that part which is affected thereby. The remainder of this Agreement, however, shall remain in full force and effect.
22. **Entire Agreement.** This Agreement constitutes the entire agreement of the parties hereto. There are no other promises, representation, terms, conditions or obligations other than those contained herein. This Agreement supersedes all prior communications, representations, or agreements, oral or written, between the parties and shall not be modified except in writing signed by each party.

**IN WITNESS WHEREOF**, the undersigned duly authorized representatives of the parties have executed this Agreement as of the day and year indicated above.

**COMPANY**

**MERCHANT**

A-One ATM LLC

\_\_\_\_\_

625 Todd Rd.

\_\_\_\_\_

Honea Path, SC 29654

\_\_\_\_\_

Signature \_\_\_\_\_

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

Name Printed \_\_\_\_\_

Name Printed \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

**Exhibit A**  
Location of ATM

Location Name: \_\_\_\_\_

Location Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Location Contact: \_\_\_\_\_

Location Phone: (    ) \_\_\_\_\_

Distributor Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Phone Number \_\_\_\_\_

