

Customer Request for upgrade to Ezipin EPC Standalone software solution

Terms & Conditions of supply –no equipment supplied

A. Ezipin's Commitments

1. Ezipin will be responsible for processing all transactions
2. Ezipin will invoice Retailer weekly for all amounts due for the products and services sold by the Retailer (the "Products")
3. Ezipin will provide telephone support to Retailer in connection with the operation of the Ezipin Service, during Ezipin's normal business hours, however, Ezipin does not warrant that the Ezipin Service will be available without interruption
4. Ezipin may subcontract the performance of its obligations under this Agreement

B. Retailer's Commitments

1. Retailer will inform its customers that all Products are supplied subject to the terms and conditions of the providers of those Products.
2. Retailer will install Ezipin software on a computer with an operating system of Windows 2000 or greater. Retailer understands that any version of Windows OS older than 2000 will not operate properly.
3. Retailer will ensure that their staff is trained in the use of the Ezipin Service.
4. Retailer will prominently display the sales material provided by Ezipin
5. Retailer will use the Ezipin Service in accordance with Ezipin's instructions.
6. Retailer acknowledges that a PIN (personal identification number) when provided for a Product **cannot be refunded.**

C. Fees and Payment

Retailer will pay Ezipin the fees set out in this agreement for the Products. All taxes, duties or other government levies and charges are in addition to the fees set out below.

D. Exclusions of Warranty and Liability

Ezipin shall not have any liability to Retailer for any costs, losses or damages however caused or arising in any way related to the use of the Software, the Ezipin Service and/or the sale of the Products. Except as expressly provided hereunder, Ezipin makes no representations, warranties, covenants or conditions of any kind whatsoever with respect to the Ezipin Service, the Products or the Software.

E. Term and Termination

Ezipin may terminate this Agreement without cause on thirty (30) days notice. Ezipin may terminate this Agreement immediately upon notice if Retailer fails to pay any amount when due or is in breach of any other provision of this Agreement and fails to remedy such breach within seven (7) days after receiving written notice from Ezipin of such breach.

F. General

Neither party shall be liable to the other for failure to perform resulting from any causes beyond its reasonable control. Retailer may not assign or transfer its obligations or rights under this Agreement. This Agreement will be governed by the laws of the Province of Ontario.

This is an official request to upgrade my Ezipin service to EPC Standalone software. I agree to return the Keycorp K-23 terminal, printer and cables to Ezipin. Banking information and process remains the same.

Store name: _____

Contact Name: _____

Phone Number: _____

Customer Signature

Date