

MERCHANT APPLICATION for WTG Card Services

BUSINESS INFORMATION

Legal Business Name: _____
Legal Address: _____
Division (if different): _____
City/State/Zipcode: _____
Phone:) _____ Fax: _____

CONTACT INFORMATION

Main Contact Name: _____
Email: _____ (used for invoice delivery)
Phone: _____ Phone 2: _____

TERMS AND CONDITIONS

DELIVERY - Printed cards will be shipped within 15 business days of proof acceptance. Delivery times vary. Expedited shipping after production available at extra cost. Virtual cards will be delivered on demand through the website.

CHARGES & FEES - \$100 one-time setup fee. \$10 per month per division/company. Transactions, which include Activate, Add Value, Redeem Value, Deactivate, and Balance Inquiry will be billed at \$0.10 each. Virtual cards, whether activated at time of creation or created without activation, are \$0.10 each. Transaction fee is the same whether transaction performed via Virtual Terminal or via Web Service.

METHOD OF PAYMENT - Invoices for setup fee and card production will be mailed/emailed as charges occur and are due upon receipt. Invoices for transaction fees and monthly division charges will be mailed/emailed on or after the last day of the month, and will include transactions from 12:00:00am on the 1st day of the month to 11:59:59 on the last day of the month. Payment to be made by check, credit card, Auto-Credit, or ACH transaction, as agreed upon by Merchant and Weaver Technology Group, Inc. (WTG) Payment is due within 10 business days of invoice receipt. In the case of online-only invoice, payment notification will be sent 5 days prior to ACH or Auto-Credit payment.

TERMS AND CONDITIONS - Merchant compliance with the terms of the Agreement, to include the Agreement in its entirety, is an express condition of WTG's obligation to Merchant, and WTG reserves for itself sole discretion to determine if Merchant has complied with the Terms and Conditions in this agreement. In addition, all Terms and conditions of this Agreement, to include the Agreement in its entirety, may be changed by WTG upon ten (10) business days written notice. Such changes will supersede any previous Terms and Conditions.

INDEBTEDNESS - Should merchant not satisfy any debt or obligation to WTG based upon contracts or agreements between Merchant and WTG such as outstanding and unpaid balances to WTG, such debt is subject to be satisfied pursuant to "METHOD OF PAYMENT" as herein described and Merchant's services shall be subject to immediate interruption.

LIMITATION OF LIABILITY - Notwithstanding anything in this Agreement to the contrary, in no event shall WTG, its affiliates or its directors, officers, employees, agents or subcontractors be liable under any theory of tort, contract, strict liability or other legal theory for lost profits, lost revenues, lost business opportunities, exemplary, punitive, special, incidental, indirect, or consequential damages, each of which is hereby excluded by agreement of the parties, regardless of whether such damages were foreseeable or whether any party or entity has been advised of the possibility of such damages.

VENUE - This agreement shall be interpreted under the laws of the state of Georgia. Applicant agrees that the venue for enforcement of the terms and conditions of this agreement shall be Fulton County, Georgia.

NOTICE - Any notice to the Merchant, under this agreement, must be sent in writing to the address specified in this Agreement. Any notice to WTG must be submitted in writing and addressed as follows: Weaver Technology Group, Inc. at 2650 Holcomb Bridge Road, Suite 610, Alpharetta, GA 30022

TERMS OF AGREEMENT - The term of this agreement shall commence on the date referred herein as the "Effective Date" and shall continue for one (1) year; and shall automatically renew for an additional period of one (1) year upon expiration unless terminated by either party giving the other party written notice of intent not to renew at least sixty (60) days prior to the expiration date of the original term or any renewal thereof.

By signing below, Merchant hereby states that all information supplied by Merchant is accurate. Further, Merchant agrees to and accepts all terms and conditions as set forth above, receipt hereby acknowledged. This agreement is made and entered into in Fulton County, GA, effective this, the ____ day of _____ in the year _____ between Weaver Technology Group, Inc. and the above named Merchant.

Merchant Signature: _____ Merchant Printed Name/Title: _____
WTG Representative Signature: _____ Printed Name/Title: _____
Date: __/__/____

Please return this completed application to the Address or fax number below.