



414 Ferndale Ave Johnstown, PA 15905

Agreement to Purchase conditions

Conditions of Purchase:

Under this agreement, the customer agrees to all of the standard ADI terms and conditions as well as the following:

1. Credit card integration using a non-ADI / MPS processor

Customer is using a non-ADI/MPS processor this means, if customer has any questions and/or problems with credit cards/processing or Microsoft RMS/2Twotouch software with credit cards, ADI cannot support customer or is limited in the support it can provide. Customer must call the processor directly to obtain support. Customer must also call their processor directly to obtain all processing data necessary for ADI configure your POS software. ADI cannot insure the compatibility or functionality of any credit card hardware (ex. pin pads or other equipment).

As the customer you are authorizing ADI or an employee/contractor to install, setup, and configure or support your credit card software, hardware, or terminals.

You are authorizing ADI access to the following information on your behalf: Merchant numbers and other merchant information, calling the processor in your behalf, running test sales, obtaining processor's information for purposes of setup and configuration.

Conformation of credit card and electronic transactions:

It is your, the customer, responsibility to insure that your credit card and other electronic transactions are being deposited correctly, charged correctly, received on time, and deposited in the correct account. It is your responsibility to notify your processor directly and correct any problems that you may have.

Limitation of Liability: In the event that a product malfunction leads to damage or injuries to the product, to the customer's business, the end-user's business, to other equipment, residence, or to employees/other persons, ADI shall not be liable for such damages or injuries. The customer understands and agrees that if ADI shall be found liable for loss or damage due to failure from ADI to perform any of ADI's obligations hereunder or the from the failure of the product in any respect whatsoever, ADI's liability shall be limited to \$250.00. This liability shall be exclusive, and that the provisions from this section shall apply if loss or damage, irrespective of cause or origin, results directly or indirectly to persons or property, from performance or nonperformance of ADI's obligation, breach of express or implied warranty, or from negligence, active or otherwise, ADI, its agents, servants assignees or employees. In no event shall ADI be responsible for any other damages, including special or consequential damages and all parties, their agents, contractors or licensees will not under any circumstances be liable for any or consequential damages, including, but not limited to, loss of data, loss of time, loss of funds or any other losses resulting from the setup or configuration of credit card software, and hardware or terminals. There are no expressed or implied warranties made herein.

Assignment: This agreement and all rights, obligations and performance hereunder may not be assigned without prior written consent of ADI.

Waiver: No failure on the part of ADI to exercise, and no delay in exercising any right hereunder, will operate as a waiver thereof, nor will any single or partial exercise of any right hereunder by ADI preclude any further exercise of any other right.

Severability: If any section, term, condition or portion thereof shall be found to be illegal or void as being against public policy, it shall be stricken and the remainder of this document shall stand as the original.

Governing Law/Venue: This agreement shall be constructed and enforced in accordance with the laws of Pennsylvania. All claims, actions, disputes, controversies or suite shall be litigated exclusively in the courts of Pennsylvania.

Entire agreement/Modification: The parties intend this agreement to be a complete statement of the terms of their agreement and replaces and supersedes any prior agreements between them with respect to the subject matter hereof. No course of prior dealings or usage of trade shall be relevant to amend or interpret this agreement. This agreement may not be changed, modified or amended except by an instrument in writing signed by ADI and Customer.

Company Name :

Printed Name of Authorized Owner/Officer

Signature/Date