

### Gift Solutions

**Please note: all items marked \* are required.**

Return this completed form to:

[terminalrequest@fiserv.com](mailto:terminalrequest@fiserv.com)

**Responsible party for billing:** (credit/debit card only accepted)

Merchant Contact Name \_\_\_\_\_

Company Name \_\_\_\_\_ \*

Street Address \_\_\_\_\_ \*

City, ST, Zip Code \_\_\_\_\_ \*

Phone # \_\_\_\_\_ \*

E-mail \_\_\_\_\_ \*

Ship to this address

If the franchisee is responsible for payment, please follow below. If this is to be billed on the Corporate Merchant Invoice, please submit the terminal request to your respective Account Manager

**IMPORTANT: Regarding Payment:**

**New Orders:** The terminal request team will create user access to submit payment for the terminal(s)/scanners(s). Once payment is submitted, please respond to the initial request with the order number.

**Reorders:** If you have already received access and ordering an additional terminal/ scanner: 1. Please complete the payment process in the Online portal, 2. Complete the terminal order form, 3. Send the terminal order form and the order number to the terminal request team to complete. Online Portal: <https://marketplace.firstdata.com/>

**Merchant Information**

Merchant Contact Name \_\_\_\_\_

Merchant DBA \_\_\_\_\_ \*

Address \_\_\_\_\_ \*

City, ST, Zip \_\_\_\_\_ \*

Phone # \_\_\_\_\_ \*

Store # \_\_\_\_\_ \*

Ship to address:  Store Number Field, is the first 4 letters of merchant name and then the store number

**Additional Note(s) / Special Instructions**

**Terminals (Check one)**

Terminal Model	Purchase	Program Only	Swap	Upgrade*
FD150				

\*Please check 'Upgrade' box when merchants upgrade from legacy Vx520 Terminals. By checking this box, a call tag will be sent with the new FD150 Allowing the return of the old terminal at no cost to the merchant

FD150 Terminal + File build: \$329

Expedited Shipping (inside U.S.) \$15

Amount \$ \_\_\_\_\_ \*

QTY \_\_\_\_\_ \*

Sub Total \$ \_\_\_\_\_ \*

Shipping \$ \_\_\_\_\_ \*

Sales/Use Tax \$ \_\_\_\_\_ \*if applicable

**Total \$ \_\_\_\_\_ \***

By signing this form, Merchant agrees to the total order amount listed above and such amount being charged to the credit card authorized with this order

## Terminal Setup Information

<b>Connectivity</b> <div style="text-align: center;"> <b>Dial</b>  <b>IP/Internet (via Datawire)</b> </div> <hr style="width: 50%; margin: 10px auto;"/>	<hr style="width: 90%; margin: 0 auto;"/> <hr style="width: 90%; margin: 0 auto;"/> <p style="text-align: right;">Currency (Country): (840 US / 124 Canada) _____ *</p> <p style="text-align: right;">Manager Password _____ *</p> <p style="text-align: right;">Supervisor Password _____ *</p> <p style="text-align: right;">Clerk Password _____ *</p> <p style="text-align: right;">Store # _____ *</p>
<b>Bar Code Scanner</b> <input type="checkbox"/> Check to enable	

<b>Security Level by Transaction type</b> (Check one for each)	<b>Receipt Header</b> Line 1 _____ Line 2 _____ Line 3 _____ Line 4 _____ <b>Receipt Footer (40 Characters per line)</b> Line 1 _____ Line 2 _____
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	Manager	Supervisor	Clerk	None
Redeem	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Activate	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Reload	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Void	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Cashout	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Reports	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Balance Transfer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

### TERMS AND CONDITIONS

MERCHANT SHALL PURCHASE POINT OF SALE (POS) TERMINALS (TERMINALS) AND RELATED SERVICES (SERVICES) FROM FIRST DATA RESOURCES, LLC F/K/A VALUELINK, LLC, ("FDR") AS SET FORTH HEREIN. MERCHANT AGREES THAT THIS TERMINAL ORDER FORM (ORDER FORM) IS BINDING AND CONSTITUTES AN AGREEMENT TO PURCHASE TERMINALS AND SERVICES IN THE TOTAL AMOUNT LISTED ON PAGE 1 OF THIS ORDER FORM PURSUANT TO THE TERMS AND CONDITIONS SET FORTH HEREIN AND THE AGREEMENT, IF ANY, BETWEEN THE PARTIES FOR THE PROVISION OF CARD, DATA PROCESSING AND RELATED SERVICES (AGREEMENT). ANY ACKNOWLEDGEMENT, OTHER AGREEMENT, PURCHASE ORDER OR CORRESPONDENCE FROM MERCHANT ("MERCHANT FORMS"), WHETHER PROVIDED BEFORE OR AFTER THE DATE OF THIS ORDER FORM, CONTAINING TERMS AND CONDITIONS OF SALE, PAYMENT OR OTHERWISE SHALL NOT MODIFY THE TERMS AND CONDITIONS HEREOF, AND FDR EXPRESSLY OBJECTS TO ANY ADDITIONAL OR INCONSISTENT TERMS CONTAINED IN ANY MERCHANT FORMS.

**TERMINAL SWAP SERVICES:** FDR PROVIDES REPLACEMENT SWAP SERVICES (SWAP SERVICES) FOR TERMINALS WHICH BECOME DEFECTIVE FOR A SWAP FEE WHICH IS CHARGED THROUGH THE CREDIT CARD BILLING METHOD ESTABLISHED ON THIS ORDER FORM. TERMINAL REPLACEMENTS WILL BE EITHER REFURBISHED OR NEW, AT THE SOLE DISCRETION OF FDR. CURRENT SWAP FEE PRICING IS OBTAINED THROUGH YOUR FDR ACCOUNT REPRESENTATIVE. THE PRICING PROVIDED FOR TERMINAL REPLACEMENTS IS PREDICATED UPON THE RETURN OF THE TERMINAL BEARING THE SERIAL NUMBER AS NOTED ON THE CALL TAG AUTHORIZATION FORM. IF THE TERMINAL IS NOT RETURNED WITHIN FIFTEEN (15) BUSINESS DAYS, THE FULL PRICE OF A NEW TERMINAL WILL BE CHARGED TO MERCHANT.

**TAXES:** MERCHANT WILL PAY, OR REIMBURSE FDR, FOR ALL APPLICABLE LOCAL, CITY, AND STATE TAXES WHICH ARE LEVIED OR IMPOSED WITH RESPECT TO THE TERMINALS AND SERVICES.

**TITLE AND RISK OF LOSS:** TITLE AND RISK OF LOSS WILL TRANSFER TO MERCHANT UPON FDR'S DELIVERY OF THE TERMINALS TO THE CARRIER.

**INSPECTION:** IF MERCHANT DETERMINES UPON ITS PROMPT INSPECTION OF A TERMINAL THAT IT IS DEFECTIVE, MERCHANT SHALL PROVIDE NOTICE TO FDR WITHIN FIVE (5) BUSINESS DAYS OF RECEIPT OF SUCH TERMINAL. UNLESS THE OPTIONAL SWAP SERVICE IS PURCHASED BY MERCHANT, ALL COSTS ASSOCIATED WITH THE REPLACEMENT AND/OR RETURN OF THE DEFECTIVE TERMINAL SUBSEQUENT TO SUCH INSPECTION PERIOD SHALL BE AT THE SOLE EXPENSE OF MERCHANT.

**PASS-THROUGH WARRANTIES AND DISCLAIMER OF WARRANTIES.** FDR HEREBY TRANSFERS TO MERCHANT, AS OF THE DATE THAT TITLE PASSES TO MERCHANT FOR A TERMINAL, ALL OF THE MANUFACTURER'S OR VENDOR'S WARRANTIES, EXPRESS OR IMPLIED, AND INDEMNITIES, IF ANY AND IF SUCH IS PERMITTED BE TRANSFERRED BY FDR, WITH RESPECT TO THE TERMINALS. DURING THE MANUFACTURER'S OR VENDOR'S WARRANTY PERIOD, FDR WILL HONOR SUCH MANUFACTURER'S OR VENDOR'S TERMINAL WARRANTY BY REPAIRING OR REPLACING DEFECTIVE TERMINALS. IF A TERMINAL IS DEEMED DEFECTIVE UNDER THE MANUFACTURER'S OR VENDOR'S WARRANTY, FDR WILL ISSUE A 'RETURN MERCHANDISE AUTHORIZATION' (RMA) NUMBER FOR THE TERMINAL TO BE SHIPPED TO FDR'S REPAIR FACILITY AT MERCHANT'S COST. DEFECTIVE TERMINALS THAT ARE COVERED UNDER THE MANUFACTURER'S OR VENDOR'S WARRANTY WILL BE REPAIRED OR REPLACED AND SHIPPED TO MERCHANT AT NO ADDITIONAL COST. EXCEPT AS SPECIFICALLY SET FORTH HEREIN, FDR DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH RELATE TO THE TERMINALS AND SERVICES PROVIDED UNDER THIS AGREEMENT. FURTHER, FDR DOES NOT WARRANT THAT MERCHANT'S USE OF THE TERMINALS OR SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. IN ADDITION, FDR EXPRESSLY DISCLAIMS ALL WARRANTIES AND RESPONSIBILITIES FOR OR RELATING TO (I) TERMINAL FUNCTIONALITY, (II) MERCHANT'S USE OF THE TERMINALS AND SERVICES (INCLUDING, WITHOUT LIMITATION, MERCHANT'S FAILURE TO USE THE TERMINALS AND SERVICES AS ORIGINALLY INTENDED), AND (III) TERMINAL AND SERVICES TESTING (INCLUDING, WITHOUT LIMITATION, TRANSACTION TESTING WITH RESPECT TO TERMINALS OR SERVICES USED TO EFFECT ELECTRONIC PAYMENT TRANSACTIONS). FOR CLARITY, MERCHANT IS RESPONSIBLE FOR MERCHANT'S (AND ITS USERS') USE OF THE TERMINALS AND SERVICES AND TERMINAL AND SERVICE TESTING. IF FDR PERFORMS THE SERVICES INCORRECTLY, MERCHANT'S EXCLUSIVE REMEDY IS FDR'S REPERFORMANCE THE SERVICES.

**LIMITATION OF LIABILITY:** FDR'S TOTAL LIABILITY IS LIMITED TO ACTUAL DIRECT DAMAGES AND IN ANY EVENT WILL NOT EXCEED THE AMOUNT OF SERVICE FEES PAID TO FDR FOR THE SERVICES PERFORMED AND TERMINALS PURSUANT TO THE ORDER TO WHICH THE CLAIM RELATES. FDR SHALL NOT BE LIABLE UNDER ANY THEORY FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL (INCLUDING LOST PROFITS), EXEMPLARY OR PUNITIVE DAMAGES; REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR WHETHER EITHER PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**COMPLIANCE:** MERCHANT WILL COMPLY WITH AND WILL NOT USE THE TERMINALS OR SERVICES IN VIOLATION OF, ANY APPLICABLE LAW, AND WILL BE SOLELY LIABLE FOR ANY VIOLATION OF APPLICABLE LAW. AS BETWEEN FDR AND MERCHANT, MERCHANT IS SOLELY RESPONSIBLE FOR REVIEWING AND SELECTING THE TERMINALS AND SERVICES IT WILL USE AND ENSURING ITS COMPLIANCE WITH ANY APPLICABLE LAW.

**PAYMENT TERMS:** PAYMENT IS DUE UPFRONT AT THE TIME THE ORDER IS PLACED. FDR SHALL HAVE NO OBLIGATION TO PROVIDE THE TERMINALS OR SERVICES UNTIL PAYMENT HAS BEEN RECEIVED. BY SIGNING THIS ORDER FORM, MERCHANT HAS AUTHORIZED FDR TO DEBIT ITS ACCOUNT FOR THE TOTAL AMOUNT DUE.

**BY SIGNING THIS TERMINAL ORDER FORM, MERCHANT AGREES TO COMPLY FULLY WITH THE TERMS AND CONDITIONS OF PURCHASE AS SET FORTH HEREIN.**

<b>Printed Name</b> _____ *	
<b>Signature:</b> _____ *	<b>Date:</b> _____ *