



www.sentextsolutions.com

merchantsupport@sentextsolutions.com

Business Name/DBA:	Legal Name:
Address:	Address:
City/State/Zip:	City/State/Zip:
Phone:	Average Ticket Price:
Email:	Time zone:
	EIN:

MERCHANT AGREEMENT

\$299 Launch Program:

- o Launch support
- o Initial Installation
- o On-site training by agent
- o Corporate Support
- o Proprietary Kiosk and Software
- o All required software licensing
- o Carrier approval and registration

\$399 Ongoing Monthly Service:

- o Use of Proprietary Kiosk
- o Use of Proprietary Repeat Business Software
- o Use of our Proprietary platform that provides endless analytics
- o Day-to-day support from your agent and Corporate
- o Continuous campaign support
- o 2,000 SMS messages included

Free Complete Opt-In Signage

- o 2' x 5' banner
- o 100 signs 4" x 6"
- o 8.5" x 11" digital sign
- o 1 social media square
- o 20 staff buttons

CLIENT AGREEMENT

This Client Agreement ("Agreement") is made effective as of the date set forth below by and between SenText Solutions, LLC with its principal place of business at 612 Wheelers Farms Road, Milford, CT 06461 ("SenText") and the entity and/or individual whose name and address are set forth on this Agreement ("Client").

SenText directly and through authorized agents markets and sells to Client throughout the USA our Repeat Business Program. SenText services enable Client to build opt-in lists from customers who voluntarily opt-in to the SenText Repeat Business Program. The services allow the Client the ability to deliver auto-response and text messages through the messaging platform provided by SenText.

THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. SenText Solutions service is offered on a 12-month agreement term. This agreement will automatically renew for an additional term unless cancelled by the merchant no later than 30 days prior to the start of the next term's billing cycle. To cancel service, send written notice of cancellation to: SenText Solutions, 612 Wheelers Farms Rd., Milford, CT 06461 or email to: merchantsupport@sentextsolutions.com. The official cancellation date will be the date that SenText Solutions receives the Kiosk at 612 Wheelers Farms Road, Milford, CT 06461. SenText Solutions reserves the right to terminate this agreement for any reason at any time by giving client 30 days written notice at the address provided above, via Prepaid First Class US Mail or overnight delivery.
2. Client agrees to be bound by each and every one of the terms and conditions contained in this document and warrants and represents to SenText Solutions that they shall comply with all state and federal laws, rules, regulations, and requirements related to such mobile marketing practices, including but not limited to the Telephone Consumer Protection Act, the Mobile Marketing Association's (MMA) guidelines and best practices, and the federal CAN- SPAM laws.
3. Client agrees to indemnify, defend and hold harmless SenText Solutions, its employees, members, directors, managers, officers, or agents from and against any loss, liability, damage, penalty, or expense (including attorneys' fees, expert witness fees and cost of defense) they may suffer or incur as a result of (i) any failure by the Client or any employee, agent or affiliate of the Client to comply with the terms of this Agreement, (ii) any representation or warranty made by the Client being false or misleading, (iii) any representation or warranty made by the Client or any employee or agent of the Client to any third person other than as specifically authorized by this Agreement, (iv) the manner or method in which the Client performs its services pursuant to this Agreement, (v) negligence of the party or its subcontractors, employees or agents of any governmental laws, regulations or rules, including but not limited to the Telephone Consumer Protection Act
4. Disclaimer of All Warranties. The SenText Solutions Services are provided "as is" without any warranty whatsoever. SenText disclaims all warranties, express, implied, or statutory, to client as to any matter whatsoever, including all implied warranties of merchantability, fitness for a particular purpose and non-infringement of third-party rights. No oral or written information or advice given by SenText or its employees or representatives shall create a warranty or in any way increase the scope of SenText's obligations.

X

X

Authorized Client Signature

Printed Authorized Name

Date

X

X

Representative Signature

Printed Representative Name

Date



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Client Agreement Continued)

5. Limitation of Liability. Neither party shall be liable to the other party or to any other third party for any consequential, indirect, special, incidental, reliance, or exemplary damages arising out of or relating to this agreement, the SenText services, or the equipment, whether foreseeable or unforeseeable, and whether based on breach of any express or implied warranty, breach of contract, misrepresentation, negligence, strict liability in tort, or other cause of action (including, but not limited to, damages for loss of data, goodwill, profits, investments, use of money, or use of facilities; interruption in use or availability of data; stoppage of other work or impairment of other assets; or labor claims), even if such party has been advised of the possibility of such damages.

6. This Agreement will bind and inure to the benefit of each party's permitted successors and assigns. Client may not assign this Agreement without the written consent of SenText. SenText may assign this Agreement in its sole discretion without the written consent of Client. This Agreement sets forth the entire agreement and understanding of the parties hereto in respect of the subject matter contained herein, and supersedes all prior agreements, promises, covenants, arrangements, communications, representations or warranties, whether oral or written, by any officer, partner, employee or representative of any party hereto. No amendment or modification to this Agreement, nor any waiver of any rights hereunder, shall be effective unless assented to in writing by both parties.

7. This Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut (irrespective of its choice of law principles). The parties hereby agree that any suit to enforce any provision of this Agreement or arising out of or based upon this Agreement or the business relationship between the parties hereto shall be brought in Connecticut. Each party hereby agrees that such courts shall have exclusive personal jurisdiction and venue with respect to such party, and each party hereby submits to the exclusive personal jurisdiction and venue of such courts. In any action arising from the alleged breach of this Agreement, or to enforce this Agreement, the final prevailing party will recover its reasonable attorneys' fees, costs and expenses.

8. The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement, shall not be construed as a waiver of that conduct or any future breach or subsequent wrongful conduct. If any part, term or provision of this Agreement is declared and determined by any court or arbitrator to be illegal or invalid, such declaration and determination shall not affect the validity of the remaining parts, terms or provisions. The various headings in this Agreement are inserted for convenience only and shall not affect this Agreement or any portion thereof. This Agreement may be executed in two or more counter-parts or by fax, each of which shall be deemed an original, all of which together shall constitute one and the same instrument. All representations, covenants and warranties shall survive the execution of this Agreement, and sections 2, 3, 4, 5, 6, 7, and 8 shall survive termination of this Agreement.

PAYMENT METHOD (CHOOSE ONE)

I understand and agree that I am authorizing SenText Solutions, located at 612 Wheelers Farms Rd, Milford, CT 06461, to process transactions as listed in this Client Agreement. SenText Solutions will process an initial ACH check or Credit Card transaction for the Launch Program and 1st Month's Ongoing Monthly Service payment, within 24 hours of receipt of the Merchant Agreement, to activate the account. Additional SMS messages, MMS messages, and opt-in messages are billed at \$0.079 per message and will be billed on or around the 5th of each month utilizing the chosen payment method below. The Monthly Plan Price will be billed using the chosen payment method on the same day of each month utilizing the date the agreement was signed. A \$99 Annual Compliance Fee will be charged to the payment method on file on December 1st, each year. Terms are subject to change at the sole discretion of SenText Solutions with 30 days' written notice provided to client.

CLIENT CHECK AUTHORIZATION

VOIDED CHECK REQUIRED FOR ACH PAYMENTS

Name on Account: _____

Address of Account Holder: _____

City, State, ZIP: _____

Name of Bank: _____

City, State, ZIP: _____

Routing Number (ABA#): _____

Account Number (DDA#): _____

CLIENT CREDIT CARD AUTHORIZATION

Card #: _____

Exp. Date: _____

Card Billing Address: _____

Cardholder Name (as it appears): _____

Cardholder Contact Tel. #: _____

Cardholder Email: _____

Business Name: _____

Date: _____

Account Holder (printed): _____

Account Holder Signature: _____

AGREED, ACCEPTED AND CONFIRMED: I have read and agreed to the terms of this contract. By signing below, I certify that I am an authorized signer.

Client shall retain records for seven (7) years following termination or expiration of this Agreement (1) regarding any of Clients messaging or content campaigns, including, but not limited to, documentation related to any solicitation or advertising related to such campaigns, and (2) establishing the affirmative consent of customers. Client agrees to promptly provide such records to SenText upon request.

X _____

Print Authorized Name

Title

X _____

Authorized Signature

Date

Sales ID#

Representative Printed Name

X

Representative Signature

ATTACH VOIDED CHECK HERE

Voided Check

(Upload)



Repeat Business Program Setup



Business Information

- Business Name: _____
- Shipping Address: _____

THE FOLLOWING REWARD OFFERS ARE VALID FOR 7 DAYS

Keyword: _____ (KEYWORD MUST BE ONE WORD)

Initial Opt- In Offer:

- Members join your Program with an Initial Reward Offer of 25% off.

Bounce Back Automated Program:

- First Bounce Back text 3 hours after they join with a Reward Offer of 10% off. _____
- Next 12 Bounce Back text go out at 30-day intervals with Reward Offer of 10% off. _____

"We Miss You" Automated Program:

- If a customer hasn't checked in for 20/40/60/80/100 days, they receive a Reward Offer of 5%/10%/15%/20%/35% off, respectively. _____
- When they do check in, the Automated Programs start over at the 20-day mark.

Check-In Automated Program:

- At the time of the 5th check in, the customer receives a Reward Offer of 10% _____
- This offer is used when received, at the time of the 5th check-in.

Two Annual Rewards for Each Member Automated Program:

- On the customers' Birthday, they receive a Reward Offer of 20% _____
- On the Anniversary Date of Joining the Program, they receive a Reward Offer of 20% _____

Review Request Automated Program

- After the second visit a request for a review will automatically be sent out.

Random Text Program

- At any time, you can send messages to your members about events at your place of business!

Check in Tracker Program

- Every time your members check in you'll be able to track it with our advanced analytics!

Online Presence

- Facebook Link: _____
- Instagram Link: _____
- Website: _____
- Review Link _____
- Clients Name _____ Client Signature _____