



Diadem Enterprises, LLC
 165 Broadway. • New York, NY 10005
 Office: 877-274-6652 • Fax: 717-484-8110
 www.diademtechnologies.com •
 processing@diademtechnologies.com

System Purchase Agreement & Service Application

APPLICATION & AGREEMENT

Date:	Rep Name:	Signature:
-------	-----------	------------

Check appropriate: New Location Existing Location Other

MERCHANT INFORMATION	BUSINESS OWNERSHIP INFORMATION		
Legal Business Name	Principal 1		Title
Legal Business Address	Residence Address		
City/State/Zip	City/State/Zip		
Phone Number	Fax Number	Phone Number	Cell Phone Number
Contact Name	Percent Ownership		Social Security Number
Federal Tax ID	Drivers License Number	State	Date of Birth
Description of Goods/Services	Principal 2		Title
Business Structure (llc, c-corp, s-corp, sole prop, partnership)	Residence Address		
Location (DBA) Name	City/State/Zip		
Location (DBA) Address	Phone Number	Cell Phone Number	
City/State/Zip	Percent Ownership	Social Security Number	
Phone Number	Fax Number	Driver's License	State Date of Birth
Contact Name	Email Address	Location Monthly Foot Traffic	Average Monthly Sales Location Footprint (Indoor sq ft)
Hours of Operation (hours/day, days/week, special holiday hours)	Communication Type Provided <input type="checkbox"/> DSL <input type="checkbox"/> Cable <input type="checkbox"/> Dial up <input type="checkbox"/> Other _____		

BANK REFERENCES	TRADE REFERENCES		
Bank Name	Name		Account Number
Bank Account	Bank Phone	Address	Phone Number
Bank Name	Name		Account Number
Bank Account	Bank Phone	Address	Phone Number

ACH / CREDIT AUTHORIZATION	EQUIPMENT PLAN			
I _____ hereby authorize Diadem Enterprises, LLC (DIADEM) and any agent DIADEM chooses to use, or any credit bureau or other agency employed by DIADEM, to investigate the references listed herein or statements or other data obtained from myself or from any other persons pertaining to my credit and financial responsibility. I also hereby authorize DIADEM or its designated processor to initiate ACH transfer entries: daily transactions, adjustments, error corrections, maintenance/service: these entries will be made through a demand deposit account:	TYPE:	COST:	Quantity	Total
	Reveal POS System	\$		\$
	Reveal Fuel POS System	\$		\$
	Money Services System	\$		\$
	Video Surveillance System	\$		\$
		\$		\$

Account Type: <input type="checkbox"/> Checking <input type="checkbox"/> Savings	This account is for: <input type="checkbox"/> Daily Settlement <input type="checkbox"/> Monthly Advertising Income	FEATURES & FEES <input type="checkbox"/> Retail Management <input type="checkbox"/> Restaurant Management <input type="checkbox"/> Fuel Management <input type="checkbox"/> Check Cashing <input type="checkbox"/> Billpay <input type="checkbox"/> Prepaid Phone Cards <input type="checkbox"/> Video Surveillance <input type="checkbox"/> Digital Advertising
Bank Name		<input type="checkbox"/> Application Fee (Per Location) \$ _____ <input type="checkbox"/> Onsite Installation (Optional)
Bank Address		
Contact Name	Phone	
ATTACH 2 PREPRINTED VOIDED CHECKS OR BANK LETTER		

SPECIAL INSTRUCTIONS	
Account Name	
Routing Number	Account Number
Signature	
Print Name	
Title	Date

MERCHANT ACCEPTANCE

Merchant represents and warrant to Diadem Enterprises, LLC it has read and agrees to the terms of this Application and Agreement, consisting of this entire document, all terms and conditions of the Agreement, the Software License Agreement, Processing Acceptance Agreement and/or any additional terms and conditions mentioned within this application. Principal/owner affirms that the above information is true and correct and authorizes Diadem Enterprises, LLC and its designated affiliates to contact references, and to obtain credit reports. Diadem Enterprises, LLC reports and other such information on the company and its principal(s) as may be required for compliance with the U.S.A. Patriot Act, Public law 107-56. The Agreement shall become effective upon the acceptance of the Agreement by Diadem.

Signature	Date	Signature	Date
Printed Name	Title	Printed Name	Title

DOCUMENTATION

Required Documentation To Be Included With Application:

- 1. Completed Application packet with appropriate signatures
- 2. Copy of Business License
- 3. Copy of Owner(s) / Officer(s) Drivers License
- 4. Copy of Voided Check
- 5. Other _____

Initial _____

State Licensing Requirement Acknowledgement:

I acknowledge and understand that it is my responsibility to meet and uphold all current federal and state licensing required for conducting a money services business in the state(s) in which I am conducting business. I understand that Diadem Enterprises, LLC and/or its affiliates cannot be held liable for any violations or fines assessed due to not adhering to such state and federal requirements.

Initial _____

ADDITIONAL NOTES

Large empty rectangular area for additional notes.

DIADEM USE ONLY

Warranty

Diadem warrants that the Selected Systems will be free from defects in materials and workmanship for a period of one (1) year from the date of shipment. If the product proves defective during the warranty period, Diadem, at its option will:

- (1) repair the product by means of telephone support or depot service at no charge for parts (some labor charges may apply)
- (2) replace the product with a comparable product which may be new or refurbished or used

Diadem recommends the Customer first utilize support materials shipped with the product, product diagnostics, information contained on the Web, and email support. If unsuccessful, to obtain service under this warranty the Customer must notify Diadem Telephone Support or its authorized service representative of the defect before the expiration of the warranty period. Customers will provide appropriate assistance to Telephone Support personnel to resolve issues.

If telephone support is unsuccessful, Diadem or its authorized service representative will instruct the customer on how to receive warranty repair as provided below:

- (1) Service is available in the United States
- (2) Outside the US, Canada, & EEA, service is available in the country of purchase

Diadem reserves the right to charge for service in exception cases.

A description of the depot process may be obtained from the local Diadem Customer Support Center or authorized Diadem affiliate/reseller/distributor. Depot service is at Diadem or its authorized service representative's sole discretion and is considered an option of last resort.

If the Customer's product contains features that enable Diadem or its authorized service representative to diagnose and repair problems with the product remotely, Diadem may request that the Customer allow such remote access to the product.

In the maintenance of the product, Diadem may use new or equivalent to new parts, assemblies or products for equal or improved quality. All defective parts, assemblies, and products become the property of Diadem. Diadem may require the return of parts, assemblies and products to a designated Diadem or the Diadem representative from which the part, assembly, or product was originally purchased. Return and claims will be handled according to the current Diadem procedure.

These warranties shall not apply to any defect, failure or damage caused by improper use or improper or inadequate maintenance and care. Diadem shall not be obligated under these warranties:

- (1) to repair damage resulting from attempts by personnel other than Diadem representatives to install, repair or service the product unless directed by a Diadem representative,
- (2) to repair damage, malfunction, or degradation of performance resulting from improper use or connection to incompatible equipment or memory,
- (3) to repair damage, malfunction, or degradation of performance caused by the use of non Diadem supplies or consumables or the use of Diadem supplies not specified for use with this product,
- (4) to repair an item that has been modified or integrated with other products when the effect of such modification or integration increases the time or difficulty of servicing the product or degrades performance or reliability,
- (5) to perform user maintenance or cleaning or to repair damage, malfunction, or degradation of performance resulting from failure to perform user maintenance and cleaning as prescribed in published product materials,
- (6) to repair damage, malfunction, or degradation of performance resulting from use of the product in an environment not meeting the operating specification,
- (7) to repair damage, malfunction, or degradation of performance resulting from failure to properly prepare and transport the product as prescribed in published product materials
- (8) to replace items that have been refilled, are used up, abused, misused, or tampered with in any way
- (9) to install replacement items that are considered customer replaceable;
- (10) to support software not supplied by Diadem;
- (11) to provide software or firmware updates or upgrades
- (12) to repair damage caused by abuse, vandalism, or natural disasters or acts of God.

Any service identified in the above list and provided by Diadem at the Customer's request shall be invoiced to Customer then current rates for parts, labor and travel.

THE ABOVE WARRANTIES ARE GIVEN BY DIADEM WITH RESPECT TO THIS PRODUCT AND ITS RELATED ITEMS IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED. DIADEM AND ITS VENDORS DISCLAIM ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY SIMILAR STANDARD IMPOSED BY APPLICABLE LEGISLATION. DIADEM' RESPONSIBILITY TO REPAIR, REPLACE, DEFECTIVE PRODUCTS AND RELATED ITEMS IS THE SOLE AND EXCLUSIVE REMEDY PROVIDED TO THE CUSTOMER FOR BREACH OF THESE WARRANTIES.

Some states, provinces, and countries do not allow the exclusion or limitation of incidental or consequential damages or exclusions or limitations on the duration of implied warranties or conditions, so the above limitations or exclusions may not apply to you. This warranty gives you specific legal rights, and you may also have other rights that vary by state, province, or country.

TO THE EXTENT ALLOWED BY LOCAL LAW, EXCEPT FOR THE OBLIGATIONS SPECIFICALLY SET FORTH IN THIS WARRANTY STATEMENT, IN NO EVENT SHALL DIADEM AND ITS VENDORS BE LIABLE FOR ANY INDIRECT, SPECIAL,

INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF PROFITS) WHETHER BASED ON CONTRACT, TORT, OR ANY OTHER LEGAL THEORY AND IRRESPECTIVE OF WHETHER DIADEM OR THE VENDOR HAS ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGES.

DATED this _____ day of _____ 20__

DATED this _____ day of _____ 20__

The Licensor:

The Licensee:

Seal & Sign: _____

Seal & Sign: _____

By: _____

By: _____

Its: _____

Its: _____