



612 Wheelers Farms Rd
Milford, CT 06461

www.sentextsolutions.com
merchantsupport@sentextsolutions.com

800-211-2001 Toll Free
800-758-1053 Fax

MERCHANT AGREEMENT

CLIENT DBA:	LEGAL NAME:
ADDRESS:	ADDRESS:
CITY/STATE/ZIP:	CITY/STATE/ZIP:
PHONE:	FAX:
EMAIL:	

MERCHANT AGREEMENT PLAN

- **\$59 Monthly Service Fee Includes 1000 Messages**
- **\$599 One Time Registration Fee**

PACKAGE INCLUDES:

Unlimited Keywords	FREE
Unlimited Subscribers	FREE

SenText Solutions services include 1000 free text messages per month. Additional messages cost 3.9¢ per message and are billed on or around the 5th of each month.

MERCHANT AGREEMENT

This Merchant 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 ("Merchant").

SenText directly and through authorized agents markets and sells to Merchants throughout the USA what is generally described as Text Marketing. SenText services enable Merchants to build opt-in text message customer lists from customers who voluntarily opt-in from their cell phones using an authorized short code. The services allow the Merchants 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 renew automatically for another term unless canceled by the merchant no later than 30 days prior to the expiration of the current agreement term. If the merchant elects to cancel service prior to the expiration of the current term, an early termination fee will be charged, at the rate of 50% of the remaining current contract obligation. To cancel service, send written notice of cancellation to: SenText Solutions, 612 Wheelers Farms Rd., Milford, CT 06461 or email to: merchantsupport@sentextsolutions.com.

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. Merchant 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. Merchant 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 Merchant or any employee, agent or affiliate of the Merchant to comply with the terms of this Agreement, (ii) any representation or warranty made by the Merchant being false or misleading, (iii) any representation or warranty made by the Merchant or any employee or agent of the Merchant to any third person other than as specifically authorized by this Agreement, (iv) the manner or method in which the Merchant 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 merchant 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.

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. Merchant 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 Merchant. 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.

X _____
Authorized Merchant Signature

Print Authorized Name

Date

X _____
Account Executive Signature

Print Authorized Name

Date



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(Merchant 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. Merchant 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 Merchant. 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 on the Merchant Agreement. SenText Solutions will process the initial ACH check or Credit Card transaction within 24 hours of receipt of the Merchant Agreement. The initial payment will include registration fee, first month's charge, and applicable signage order. Every 30 days thereafter, the current monthly service fee will be charged to the ACH or credit card account on file until the end of the Merchant Agreement. Applicable message overage charges will be billed to the ACH or credit card account on file on or around the 5th of each month per the Merchant Agreement. Merchant is still responsible for applicable message overage charges during any months for which their Monthly Service Fee is not billable, for any reason. Terms subject to change at the sole discretion of SenText Solutions with 30 days written notice provided to client.

MERCHANT CHECK AUTHORIZATION *VOIDED CHECK REQUIRED FOR ACH PAYMENTS*

Name on Account: _____

Address of Account Holder: _____

City, State, ZIP: _____

Name of Bank: _____

Address of Bank: _____

City, State, ZIP: _____

Routing Number (ABA#): _____

Account Number (DDA#): _____

MERCHANT CREDIT CARD AUTHORIZATION

Card #: _____

Exp. Date: _____

Card Billing Address: _____

Cardholder Name (as it appears on card): _____

Cardholder Contact Telephone Number: _____

Cardholder Email Address: _____

Total Initial Charge (Registration Fee, 1st Month Service Fee , Applicable Signage): \$ _____ Monthly Service Fee: \$ _____

Merchant Name: _____

Date: _____

Account Holder (printed): _____

Account Holder Signature: _____

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

Merchant shall retain records for seven (7) years following termination or expiration of this Agreement (1) regarding any of Merchant's 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. Merchant agrees to promptly provide such records to SenText upon request.

X _____
Print Authorized Name Title

X _____
Authorized Signature Date

SenText Sales ID# _____ C or R

_____ Account Executive Printed Name

_____ Account Executive Signature

X _____
Authorized and Approved By SenText Solutions, LLC

_____ Print Authorized Name

_____ Date



SenText Solutions
MMS Use Agreement
Amendment to Merchant Agreement

Multimedia Messaging Service (MMS) is independent of the SMS monthly message allotment included in your current Monthly Service Fee Plan. MMS messages will be billed at a rate of \$0.049 per message.

I understand and agree that I am authorizing SenText Solutions, located at 612 Wheelers Farms Rd, Milford, CT. 06461 to process charges for applicable MMS usage at a rate of 4.9¢ per message and will be billed to the ACH or credit card account on file on or around the 5th of each month.

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

Merchant Name

Print Authorized Name

X _____
Authorized Signature

Title

Date



Illegible forms will result in delay of campaign setup.

Business Name: _____ Industry Type: _____

REQUESTED KEYWORDS:

No spaces or special characters permitted; letters and/or numbers only. 3 character min, 10 character max.

We do not recommend anything but a single word due to auto-correct issues.

MUST COMPLETE ALL 3 OPTIONS

OPTION 1: _____ OPTION 2: _____ OPTION 3: _____

Offer: _____

How long is this offer valid for:

Age Verification: 18 21 None

Birthday Club Offer: _____

How long is this offer valid for: _____

Website or FB link included in message: _____

CONTEST: Leave blank if no contest.

Prize: _____

Date & time that the winner will be chosen:

(this can be a onetime winner or a recurring contest)

1 time winner, date & time: _____

Recurrence: Day _____ of every _____ (this can be week or month)

Drawing Time/messages sent: _____ Number of winners per occurrence: _____

Winner message: Message content-how does the winner claim the prize, how long is it valid for:

Non-Winner Message (optional): Message content can include an incentive or just a thank you for participating. Leave blank if you do not want a non-winner message. Non-winner message is not available with birthday club.



C 2 Design Form

Merchant Name: _____
Phone Number: _____
Email Address: _____

Standard Designs

Included as part of your package, you will be receiving a multi-purpose 8.5x11jpeg. This can be used for printing purposes as well as social media posts and as a popup on your website.

Verbiage on Design: _____
(Should not conflict with C1) _____

Image Code: _____

The image codes can be found on Dropbox or the SenText Agent Portal.

High Resolution Logo: _____

Send your logo to newdeals@sentextsolutions.com with the paperwork.

Please specify if you require a Facebook Cover Image. _____

Pop Ups

If a web designer created your website...

Web Developer Name: _____
Web Developer Phone Number: _____
Web Developer Email Address: _____

If you created your own website using a Content Management System (CMS)...

Website Link: _____
Website Built With (CMS) _____
Website Login Username: _____
Website Login Password: _____

I authorize with my signature below that I give permission to SenText Solutions to access the website listed above for the purpose of adding a Pop Up Advertisement.

Name _____ Authorizing Signature _____ Date _____



Merchant Name: _____

Custom Designs

Website link: _____

Facebook link: _____

Other Social Media link: _____

Verbiage on Design: _____

High Resolution Logo: _____

Send your logo to newdeals@senttextsolutions.com with the paperwork.

High Resolution Images: _____

Send any images to newdeals@senttextsolutions.com with the paperwork.

Color Scheme: _____

Additional Requests: _____

Additional Design

Sizes Needed: _____

Logo Design

Color Scheme: _____

Additional Requests: _____



Sign Options and Pricing

Merchant Name: _____ Keyword to be printed _____

<ul style="list-style-type: none">● Tents (5"x8.5") Turnaround time for printing: 1 business day 10: \$59 (Minimum of 10) - \$10 extra for each additional 5 tents Total number of tents _____	<ul style="list-style-type: none">● Magnets (3.5"x2") Turnaround time for printing: 1 business day 100: \$79 Quantity _____ 200: \$89 Quantity _____
<ul style="list-style-type: none">● Bag Tags (3.75"x5.5") Turnaround time for printing: 1 business day 500: \$45 Quantity _____	<ul style="list-style-type: none">● Outdoor Vinyl Banner: (3ftx2ft) Turnaround time for printing: 3-4 business days \$69 Quantity _____
<ul style="list-style-type: none">● Clings (Single-sided, adhesive on back) Turnaround time for printing: 3 business days 8.5"x11": \$19 Quantity _____ 12"x18": \$29 Quantity _____ 24"x36": \$99 Quantity _____	<ul style="list-style-type: none">● Outdoor Vinyl Banner: (5ftx3ft) Turnaround time for printing: 3-4 business days \$99 Quantity _____
<ul style="list-style-type: none">● Posters (12"x18" double sided) Turnaround time for printing: 1 business day 2: \$35 Quantity _____	<ul style="list-style-type: none">● Counter Mat: (11"x8.5") Turnaround time for printing: 1 business day \$13.50 Quantity _____

INITIAL SIGN ORDER ONLY: This total is to be included with the Total Initial Charge on page 2 of the Merchant Agreement. Include shipping address below.

TOTAL MUST INCLUDE \$19.50 flat rate Shipping for ALL orders \$ _____

Shipping Address: First/Last Name _____

Address (NO PO BOXES) _____

Merchant Name _____

Shipments outside of the continental US (HI & AK), must add shipping upcharge of \$50: TOTAL: _____

***If an item is ordered with a larger turnaround time, everything will be shipped together.

SIGNAGE REORDER: I authorize with my signature below that the total amount included above can be charged to the billing account provided with my Merchant Agreement.

Name: _____ Signature: _____ Date: _____



FAQ

What is a Facebook Cover Image?

This is a design which is included in the price of the Mobile Marketing Program. This design will fit perfectly as a Facebook cover photo.

What is a Social Media Square?

This is a design which is included in the price of the Mobile Marketing Program. This design can be posted on any social media platform.

What does “Verbiage on Design” mean?

This is the exact wording as it will read on your design.

Where can I find the Image Code?

The Image Code can be found on Dropbox at

<http://www.sentextsolutions.com/account-executives>.

You can download the Dropbox app on the Google Play Store or the Apple App Store. All of the images are sorted by category of each business type.

How do I send in images and logos?

Please send in all images and logos in high resolution quality to newdeals@sentextsolutions.com with the original paperwork.

What is a Pop Up?

A Pop Up is an eye catching design which will pop up when a customer first enters a website. This pop up will be provided as part of the Mobile Marketing Program. We will work with the web developer and business owner to help add this Pop Up to the website.

What is a Website/Facebook/Social Media link?

This is the web address where we can find your website or social media page.

Why do you need the web developer’s contact information?

We will be working with the web developer to help get the Pop Up on the website.

What is a CMS?

CMS stands for content management system, which is a system designed to manage the content of a website. A commonly used example would be WordPress.

Why do you need the website login information?

If you have created your own website internally and are not familiar on how to add a Pop Up to a website, we will do our best to add this Pop Up to your website for you.