

CUSTOMER INFORMATION			PLAN TERMS	
Company Name			PLAN DESCRIPTION:	
Company Contact			PRICE per/ MONTH	\$
Telephone	Email Address		BOX RENTAL per/ MONTH	\$
Street Address			NOTES:	
City	State	Zip		

This Agreement, made this _____ day of _____, 20____ (The *Agreement*) by and between Cash Depot Cellular Solutions, , 1740 Cofrin Drive Green Bay, WI, 54302 and _____, (Merchant) In consideration of the mutual covenants, agreements, and payment terms herein contained or mentioned, the parties agree and are to be bound by and subject to the following terms and conditions. Cash Depot Cellular Solutions will hereafter be described as CDGS.

TERMS AND CONDITIONS OF AGREEMENT

EQUIPMENT: CDGS agrees to provide Customer with wireless service plan at each premise identified under Plan Terms above.
PAYMENT OF CHARGES: Customer agrees to pay the fees, taxes and surcharges (Service Fees) set forth in this agreement. The Service Fees will accrue beginning on the Service Activation Date, and will be billed monthly in advance, other than for usage-based Services which will be billed monthly in arrears. Payments shall be made by electronic transfer as mutually agreed. In the event any payment type is returned unpaid to CDGS, Customer agrees to pay CDGS a returned fee of \$35.00 per item. If legal resources are used to collect any unpaid balance due, Customer agrees to pay all legal fees incurred by CDGS.
TERM & RENEWAL: The term of this Agreement shall be in effect for an initial period of 60 months commencing on the date of its execution shown above and shall thereafter automatically renew for a successive 60 month period unless terminated in writing by either party no less than sixty (60) days prior to the expiration of the initial term or subsequent renewal terms.
TERMINATION: Customer may terminate this Agreement prior to the end of the term by providing sixty (60) days written notice to CDGS. If for any reason Customer terminates Agreement prior to end of Term, Customer agrees to pay an "early termination fee" equal to \$350.00. CDGS may suspend Services between such time that Customer receives a notice of default and such time that customer cures such default.
GOVERNING LAW: This Agreement shall be construed, interpreted and enforced in accordance with the laws of the State of Wisconsin. The jurisdiction and venue for any legal proceeding to interpret or enforce this Agreement shall be in Green Bay, Wisconsin.
ASSIGNMENT OF RIGHTS: This Agreement shall be binding upon the parties and their respective successors and assigns. Customer shall not assign or otherwise transfer its rights without prior written consent of CDGS, providing that either party may freely assign this Agreement to a subsidiary, affiliate, parent or purchaser of all or substantially all of its assets.
RESTRICTIONS OF USE: Customer agrees that it shall not sell the Services as a whole to others, and that it (and others with access through Customer to Services) will abide by CDGS's Acceptable Use Policy for Service as published at *cashdepotplus.com*. Inability of Customer to adhere to the policy constitutes a material default of this Agreement for which CDGS may terminate this Agreement as outlined above.
LIABILITY: The parties agree to indemnify and hold harmless the other, their respective officers, agents, employees, contractors, subcontractors, suppliers, invitees and representatives from and against any and all their party claims of loss, damages, liability, costs and expenses (including reasonable attorneys' fees and expenses) arising, directly or indirectly, in whole or in part, out of their performance or failure to perform under this Agreement, under the extent provided by law.
NOTICE: Any notice required by the terms of this Agreement shall be given in writing and shall be deemed effective upon personal delivery or upon deposit with the appropriate postal service, by registered or certified mail with postage and fees prepaid and addressed to the party entitled to such notice at that party's business address.
ENTIRE AGREEMENT: The parties understand and expressly agree that (a) this Agreement contains a complete statement of all understandings, arrangements and agreements between the parties and constitutes the entire agreement between the parties as to the subject matter hereof, and completely supercedes all negotiations and all prior arrangements, understandings, courses of dealing, and agreements related to the subject matter hereof; and (b) there are no representations, warranties, understandings, arrangements, agreements, conditions or contingencies, whether expressed or implied, or oral or written, except as expressly set forth in this Agreement.

Check if you are already a CDGS customer and wish to use the same guarantor and ACH authorization as on prior WIRELESS SERVICE AGREEMENT. By checking this box, it is NOT necessary to complete SECTION 2.

Merchant Signature: _____ Date: _____ CDGS Signature: _____ Date: _____

- SECTION 2 -

GUARANTOR INFORMATION

Full Legal Name	Home Street Address	City	State	Zip	
Social Security #	Date of Birth	Telephone	Drivers License #	DL Issue Date	DL Expiration

PERSONAL GUARANTEE

For valuable consideration, the receipt of which is acknowledged, the undersigned ("Guarantor") irrevocably, absolutely and unconditionally guarantees to CDGS the full and prompt payment by Customer of all of Customer's obligations under this Agreement. In the event Customer fails to pay all or part of its obligations when due under this Agreement, Guarantor agrees to pay CDGS in a timely manner all amounts not paid by Customer. In addition, Guarantor agrees to pay all reasonable attorneys' fees and all costs and expenses incurred in collecting or compromising any indebtedness of Customer guaranteed hereunder or in enforcing this Personal Guarantee against Guarantor. This Personal Guarantee is in no way conditioned or contingent on any attempt to collect Customer's payment obligations from any other person obligated with respect to Customer's obligations or any other guarantor of Customer's obligations. This Personal Guarantee shall be binding on Guarantor and shall inure to the benefit of CDGS and its successors and assigns. The obligations of Guarantor under this Personal Guarantee shall remain in full force and effect notwithstanding the death or disability of Guarantor. Guarantor, recognizing that his or her individual credit history may be necessary in the evaluation of this Personal Guarantee, hereby consents to and authorizes the use of a consumer credit report on Guarantor by CDGS, from time to time as may be needed for credit evaluation purposes.

Signature X	Printed Name	Date
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ACH AUTHORIZATION

The method of payment for the equipment rental and monthly Wireless Service Charges, and all other amounts or fees that become due and owing by Customer under this Agreement, is ACH. Customer authorizes CDGS to initiate ACH transfer entries and to debit and/or credit the account identified below (the "Account") for the equipment rental and monthly Wireless Service Charges, and all other amounts or fees that become due and owing by Customer under this Agreement. Customer agrees to keep the Account funded to the extent needed to reasonably support transaction amounts posted by CDGS under this Agreement. In the event an ACH payment is returned unpaid to CDGS, Customer agrees to immediately pay CDGS a returned ACH fee of \$35.00 per returned item. All shortages and adjustments are the full responsibility of Customer. The undersigned represents and warrants to CDGS that the person executing this ACH Authorization is an authorized signatory on the Account and that all information regarding the Account and Customer is true and correct.

Financial Institution Name	Financial Institution Address			
Contact Name	Telephone	City	State	Zip

Account Type Business Checking Savings Personal Checking General Ledger

Routing Number	Account Number (include all leading 0's)

This ACH Authorization must be accompanied by a printed Voided check or a letter from your financial institution stating the Customer's name, Routing Number and Account Number.

ATTACH VOIDED CHECK HERE

Signature X	Printed Name	Title	Date
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