

Equipment Rental Agreement

THIS EQUIPMENT RENTAL AGREEMENT (“AGREEMENT”) GOVERNS YOUR PURCHASE AND USE OF USEZPAY’S EQUIPMENT AND RELATED SERVICES. FOR PURPOSE OF THIS AGREEMENT, USEZPAY REFERS TO US EZPAY, LLC AND ITS AFFILIATES (“USEZPAY”)

BY EXECUTING AN ORDER FORM WITH USEZPAY THAT INCORPORATES THESE TERMS AND CONDITIONS OR BY USING ANY EQUIPMENT PROVIDED OR OTHERWISE MADE AVAILABLE BY USEZPAY, YOU (AS DEFINED IN EACH ORDER FORM) AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS "YOU" OR "YOUR" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE MENUSIFU SYSTEM AND SERVICES.

1. EQUIPMENT OWNERSHIP; RENTAL. USEZPAY shall provide you a new or refurbished equipment (the “Equipment”) pursuant to the USEZPAY Merchant Agreement (as defined below) and you acknowledge that the Equipment is owned by USEZPAY and is delivered to you for rental purposes only during the term of Agreement. At the discretion of USEZPAY, USEZPAY may modify or substitute the Equipment to comply with any rules, regulations and by-laws of Visa U.S.A., Inc., Mastercard International, Inc., JCB International Credit Card Co., Ltd., Discover Card or American Express (collectively, “Card Companies”) and any federal, state or local laws or regulations, whether existing as of the date hereof or hereafter adopted. You hereby authorize USEZPAY, at your expense, to cause this Agreement, or any statement or other instrument in respect of this Agreement showing the ownership and interest of USEZPAY in the Equipment, including Uniform Commercial Code (“UCC”) Financing Statements, to be filed or recorded and refiled and re-recorded, without your signature and, if your signature is required thereon, you irrevocably appoints USEZPAY as your attorney-in-fact to execute and file any such statement or other instrument in the name and on behalf of you. USEZPAY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, (i) AS TO THE MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF ANY EQUIPMENT COVERED BY THIS AGREEMENT, OR (ii) AS TO THE COMPLIANCE OF ANY EQUIPMENT, EITHER AT THE TIME OF DELIVERY OF SUCH EQUIPMENT OR ANY TIME THEREAFTER, WITH ANY RULES, REGULATIONS OR BYLAWS OF THE CARD COMPANIES OR ANY FEDERAL, STATE OR LOCAL LAWS OR REGULATIONS, WHETHER EXISTING AS OF THE DATE HEREOF OR HEREAFTER ADOPTED.

2. TERM; TERMINATION. This Agreement may be terminated by you or USEZPAY on thirty (30) days prior written notice; provided, however, that if you terminate this Agreement prior to end of the term of the Merchant Agreement, In the event of failure to comply with the Return Policy or equipment damages due to gross negligence or willful misconduct, except for the monetary obligations such as the monthly payment fees, you shall pay a termination fee to USEZPAY in the amount of \$399.00 per Equipment leased hereunder. In the event you (i) fail to make any payment due under the Order Form or under this Agreement, (ii) cease to do business, (iii) terminate your Merchant Agreement or (iv) file a petition for bankruptcy or has an involuntary petition for bankruptcy filed against you, or become insolvent or have an assignment for the benefit of creditors, USEZPAY may deem this Agreement to have been immediately terminated by USEZPAY. Upon termination of this Agreement, you agree to return the Equipment to USEZPAY in the same good operating condition as when it was received from USEZPAY at your sole cost.

3. EQUIPMENT RETURN. Except with respect to payment modules and software, upon the cancellation of this Agreement prior to the end of the Initial Term (as defined in Section 5(a) below) or any renewal term, you shall return the Equipment to USEZPAY within thirty (30) days of the termination date and your account (including your bankcard processing account with USEZPAY) will not be closed unless and until the Equipment is returned. All payment modules and/or software are non-returnable and you will be charged at the fair market value of such payment module and/or software determined in the sole discretion of USEZPAY. Upon termination of this

Agreement, you agree to also return the FR Equipment to USEZPAY in the same good operating condition as when it was received from USEZPAY at your sole cost.

4. LOSSES OR DAMAGES OF THE EQUIPMENT. All Equipment is the property of USEZPAY. Therefore, only USEZPAY will be permitted to program the Equipment. Neither you nor any third party shall program the Equipment without the express written authorization from USEZPAY. If the Equipment programming is altered by anyone other than authorized agents of USEZPAY, you will be responsible for all damages and loss resulting from such fraudulent modification and usage.

a. You are responsible for all losses and damages to the Equipment plus any related expenses until the Equipment is returned to USEZPAY in good condition, regardless of fault. You shall obtain an insurance policy with a 'loss payee' clause to cover all loss and damage to the Equipment plus related expenses, whereby payment under such policy for any and all loss and damage to the FR Equipment shall be made to USEZPAY, and you shall provide proof of such policy to USEZPAY upon request. Should you fail to obtain such insurance policy and provide proof of the same upon request, within 3 months of the date of this Agreement, USEZPAY shall charge you an insurance fee of \$15/month to solely cover loss and damage to the FR Equipment arising out of your unintentional act.

b. In the event of theft or damage caused by abuse of the Equipment that renders it commercially unusable, you will pay USE ZPAY the current list price of the Equipment. You agree that any individual unit of Equipment sustaining in excess of \$500.00 of damage will be deemed commercially unusable for the purposes of this paragraph. Any Equipment not returned for a period in excess of thirty (30) days following the termination of this Agreement will also be deemed a total loss.

5. DAMAGE AND REPAIR. If the Equipment requires repair due to improper use or care by you, you will be responsible for such repair costs. You will not use the Equipment if it is damaged or in need of repair and will be responsible for all damage to the FR Equipment resulting from abuse. You will not permit any repairs to the Equipment, or replacement of any part of the Equipment, without the prior written consent of USEZPAY. You will pay for all unauthorized repairs and replacement parts, as well as the cost of restoring any unauthorized alterations.

6. YOUR MERCHANT AGREEMENT. You agree that, at all times during the term of this Agreement, you shall be a party to a certain merchant card processing agreement with a credit card processor ("Card Processor") pursuant to which you have agreed to utilize the Card Processor's services ("Merchant Agreement"). You authorize USEZPAY to charge a one-time and non-refundable fee as set forth in the Order Form for the Equipment setup.

7. YOUR REPRESENTATIONS AND WARRANTIES. You hereby represent and warrant that you are a business entity duly organized, validly existing and in good standing under the law of the state in which it was organized and has all requisite power and authority to execute this Agreement and to perform all of the agreements, undertakings, representations and warranties herein contained.

8. YOUR INDEPENDENT STATUS. You acknowledge and agree that you are not an agent or authorized representative of USEZPAY.

9. CHANGES TO THIS AGREEMENT. This is an agreement between you and USEZPAY. Therefore, any verbal agreement or promises made regarding the rental terms for the Equipment by any third party will not affect or modify the terms of this Agreement. Changes to this Agreement are effective only if in writing and signed or initialed by both you and USEZPAY.

10. BUY OUT. If you want to buy the Equipment during or after the term of this Agreement, you may do so, and in such case, the price of the Equipment will be calculated at its fair market value as determined in the sole discretion of USEZPAY.

11. MINIMUM VOLUME. If you do not reach the projected bankcard volume as stated in the Card Services Agreement, a monthly rental charge of \$25.00 per unit of Equipment may be applied.

12. REPRESENTATIONS, WARRANTIES AND DISCLAIMERS

a. **Representations.** Each party represents that it has validly entered into this Agreement and has the legal power to do so.

b. **Your Representations and Warranties.** You further represent and warrant to Menusifu that (a) You are a legal resident of, or is a business entity authorized to conduct business in any, jurisdiction in which it operates; and (b) the name identified by you when you registered is your name or business name under which you sell goods and services.

c. **Disclaimers.** EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH HEREIN, USEZPAY HEREBY DISCLAIM ALL EXPRESS OR IMPLIED WARRANTIES WITH REGARD TO THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF YOUR ABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT AND QUALITY, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. USEZPAY MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE RELIABILITY, AVAILABILITY, TIMELINESS, SUITABILITY, ACCURACY OR COMPLETENESS OF THE EQUIPMENT OR THE RESULTS YOU MAY OBTAIN BY USING THE EQUIPMENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, USEZPAY DO NOT REPRESENT OR WARRANT THAT (A) THE OPERATION OR USE OF THE EQUIPMENT WILL BE TIMELY, UNINTERRUPTED OR ERROR-FREE; OR (B) THE QUALITY OF THE EQUIPMENT WILL MEET YOUR REQUIREMENTS. YOU ACKNOWLEDGE THAT USEZPAY DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE EQUIPMENT MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. USEZPAY IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE OR LOSS OF PROFIT RESULTING FROM SUCH PROBLEMS. WITHOUT LIMITING THE FOREGOING, USEZPAY DOES NOT WARRANT OR GUARANTEE THAT ANY OR ALL SECURITY ATTACKS WILL BE DISCOVERED, REPORTED OR REMEDIED, OR THAT THERE WILL NOT BE ANY SECURITY BREACHES BY THIRD PARTIES. EXCEPT WHERE EXPRESSLY PROVIDED OTHERWISE BY USEZPAYU, THE EQUIPMENT ARE PROVIDED TO YOU ON AN "AS IS" BASIS, EXCLUSIVE OF ANY WARRANTY WHATSOEVER. EACH PARTY DISCLAIMS ALL LIABILITY AND INDEMNIFICATION OBLIGATIONS FOR ANY HARM OR DAMAGES CAUSED BY ANY THIRD-PARTY HOSTING PROVIDERS.

13. YOUR INDEMNIFICATION. You shall defend, indemnify and hold harmless USEZPAY from and against any and all loss, liability, cost (including attorney's fees), damages and expenses arising from or related to: (a) your breach of this Agreement; (b) your negligent or willful act or omission; or (c) any third-party claim arising out of your rental and use of the Equipment.

14. LIMITATION OF LIABILITY. EXCEPT FOR (A) AMOUNTS PAYABLE UNDER A PARTY'S INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF EACH PARTY TOGETHER WITH ALL OF ITS AFFILIATES ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID BY YOU AND YOUR AFFILIATES HEREUNDER FOR THE SERVICES GIVING RISE TO THE LIABILITY IN THE TWELVE MONTHS PRECEDING THE FIRST INCIDENT OUT OF WHICH THE LIABILITY AROSE. THE FOREGOING LIMITATION WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, BUT WILL NOT LIMIT YOUR PAYMENT OBLIGATIONS UNDER THE ORDER FORM AND THIS AGREEMENT.

15. GOVERNING LAW AND JURISDICTION. All disputes involving the subject matter of this Agreement, except actions arising under the patent and copyright provisions of the U.S. Code, shall be determined under the law of the State of New York without regard to its conflict of laws provisions and to the exclusive jurisdiction of the courts of New York, New York.

16. ATTORNEY'S FEES. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement and USEZPAY is the prevailing party, USEZPAY shall be entitled to its reasonable attorneys' fees, costs and necessary disbursements in addition to any other relief to which USEZPAY may be entitled.

17. NO LIABILITY. USEZPAY may perform services for the Equipment from time to time upon your request, which may result in service interruptions, delays, errors or loss of profit. You acknowledge that USEZPAY will not be liable for any such interruptions, delays, errors and loss of profit resulting from such services.

18. TRANSLATION. Notwithstanding any translation of this Agreement not in the English language, the English language version of this Agreement shall rule and the other language version shall be treated in the capacity of being created merely for the purpose of convenience.