



# GOLDEN KEY POS

2730 N. Berkeley Lake Rd NW STE. B100 Duluth, GA 30096  
T: 888-992-1715 / F: 888-789-8777 / W: [GoldenkeyPOS.com](http://GoldenkeyPOS.com)

## POS Application

<b>Sales By</b>		<b>Branch</b>		<b>Rep Code</b>	
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### Client Information

<b>DBA Name</b>		<b>Contact</b>	
<b>Address</b>		<b>Phone</b>	
<b>City, State, Zip</b>		<b>Cell</b>	
<b>e-Mail</b>		<b>Fax</b>	
<b>Industry</b>			

### HARDWARE

KIND		Description	QTY	Unit Price	TOTAL
POS SYSTEM (Including Computer, Cash Drawer, Receipt Printer)	<input type="checkbox"/>	15" Modular System		\$1,499.99	
INVENTORY POS	<input type="checkbox"/>	Bring Your Own			
<b>Separate Components</b>					
Customer Monitor	<input type="checkbox"/>	19" - 20" Flat Panel		\$149.99	
Barcode Reader	<input type="checkbox"/>	Premium		\$399.99	
Label Printer	<input type="checkbox"/>	Zebra Label Printer		\$299.99	
Touch Monitor	<input type="checkbox"/>	15" Touch Monitor		\$449.99	
Receipt Printer	<input type="checkbox"/>	Epson or Equivalent		\$299.99	
Cash Drawer	<input type="checkbox"/>	Standard		\$149.99	
Receipt Print Rolls	<input type="checkbox"/>	1 Case 50 rolls		\$82.50	
Label Rolls	<input type="checkbox"/>	1x2 Label Roll 1 Box		\$119.99	
Wireless Barcode Reader	<input type="checkbox"/>	Finger Barcode Scanner		\$179.99	
	<input type="checkbox"/>				
	<input type="checkbox"/>				
	<input type="checkbox"/>				

<b>TAX %</b>		<b>HARDWARE TOTAL</b>	
		<b>TAX</b>	
		<b>TOTAL</b>	

GK POS Subscription	QTY	Monthly Fee	Total
1st POS		\$100.00	
2nd POS and Up		\$50.00	
Inventory POS		\$50.00	
HQ POS		\$500.00	
<b>TOTAL</b>			

Set-Up Fees	QTY	Unit Price	Total
Security Encryption		\$399.99	
Gateway Build-Up		\$299.99	
On Site Set-Up and Training per Site		\$499.99	
<b>TOTAL</b>			

	Hardware & Set-Up	Monthly Subscription Fee
<b>TOTAL</b>		
Card Processor Switch Discount On Monthly Subscription Fee		
	<b>Monthly Subscription Fee Total</b>	

**Special Instruction and Notes**

**Authorization and Agreement (Important See Next Page)**

This agreement between GOLDENKEY POS, whose principal place of business is 9925 Haynes Bridge Rd. STE. 200-101 Atlanta, GA 30022, and the undersigned CLIENT ("CLIENT"). Client hereby represent and warrants that he or she has full power, authority, and right to sign this Agreement and perform the obligations under this Agreement. By signing below, CLIENT acknowledges that he or she has read this Agreement and agrees to the terms of this Agreement which appear on all pages of this document. Client acknowledges that he or she has not relied upon any representations, statements or promises other than the representations as outlined in this Agreement. The provisions of the next page of this document are expressly made a part of this Agreement. CLIENT hereby appoints and engages GOLDENKEY POS, and GOLDENKEY POS hereby accepts this appointment, to perform the POS, web, and/or App services (the "Service"). CLIENT's signature below authorizes GOLDENKEY POS to charge CLIENT's credit card or checking/savings account as provided by this Agreement. CLIENT understands that this Agreement is non-cancelable by CLIENT without a written notice. This Agreement shall commence on the Effective Date, the date of signature below, and shall continue in effects for a minimum period of 6 months from the date first payment of Service Fee, as indicated above, is received by GOLDENKEY POS until terminated by CLIENT. CLIENT understands and agrees that tons Agreement will continue and remain in effect until terminated.

**CLIENT**

**GOLDENKEY POS**

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Name / Title \_\_\_\_\_

Name / Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

# TERMS AND CONDITIONS

THE FOLLOWING TERMS AND CONDITIONS CONTROL THE USE OF THE SERVICES PROVIDED BY Goldenkey POS AND CONTAIN SIGNIFICANT RESTRICTIONS AND LIMITATIONS ON RIGHTS AND REMEDIES, AND CREATE OBLIGATIONS ON ANYONE WHO ACCEPTS THIS AGREEMENT. THEREFORE, YOU SHOULD READ THIS AGREEMENT CAREFULLY BEFORE AGREEING TO THESE TERMS.

## 1. Privacy & Security

Goldenkey POS can modify its privacy and security policies in its reasonable discretion from time to time. You may opt out of receiving such communications at any subsequent time. Goldenkey POS occasionally may need to notify all Services Users of important announcements regarding the operation of the Service.

## 2. Terms, Restrictions, and rights

Goldenkey POS hereby grants Grantee a limited, non-exclusive, non-transferable, worldwide right to use the Service, solely for business purposes. The right of use will be guaranteed for period of time as the form of the service application form which is calculated as a period of month ("as initial date of application") and will be automatically renewed for successive terms of the same number of months unless terminated by either party upon at least thirty (30) days prior written notice to the other party. Goldenkey POS and its licensors have all rights to stop grant to Grantee. Grantee shall not (i) license, grant, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Service or the Content in any way; (ii) reverse engineer or access the Service in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the Service, or (c) copy any ideas, features, functions or graphics of the Service; (iii) modify or make derivative works based upon the Service or the Content; or (iv) create Internet "links" to the Service or "frame" or "mirror" any Content on any other server or wireless or Internet-based device. The right to use the Service cannot be shared or used in a number of Locations other than the number mentioned in the order form, but relocation to the new location with prior approval from Goldenkey POS may be granted.

## 3. The Service

Goldenkey POS will provide service as indicated on the service application to use the POS and other related service provided. Goldenkey POS makes no guarantees as to the continuous availability of the Service or of any specific feature(s) of the Service. Goldenkey POS will inform User of any significant changes to the Service or terms and conditions of this Agreement that it may make from time to time.

## 4. Internet Delays

The Service may be subject to limitations, delays, and other problems inherent in the use of the Internet and electronic communications. Goldenkey POS is not responsible for any delays, delivery failures, or other damage resulting from such problems.

## 5. Support

Goldenkey POS shall provide documentation, upgrades, enhancements, modifications, or other support as Goldenkey POS scheduled to develop and provide to the users without permission from the users. If the user ask the special support, upgrade, or customization, the fee may be charged accordingly.

## 6. Grantee's Responsibilities

Grantee is responsible for all activity occurring under Grantee's User accounts and shall abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with Grantee's use of the Service, including those related to data privacy, international communications and the transmission of technical or personal data. Grantee shall: (i) notify Goldenkey POS immediately of any unauthorized use of any password or account or any other known or suspected breach of security; (ii) report to Goldenkey POS immediately and use reasonable efforts to stop immediately, any copying or distribution of Content that is known or suspected by Grantee or any User under this Grant; and (iii) not impersonate another Goldenkey POS User or provide false identity information to gain access to or use the Service.

## 7. Account Information and Data

Goldenkey POS does not attain ownership in any data, information or material provided from Grantee. Grantee shall provide accurate information and date, and have responsibility of not proper operation of Goldenkey POS due to the inaccurate information. Goldenkey POS shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any Client Data. Goldenkey POS shall use reasonable efforts to protect Client Data behind a secure firewall system and to conduct daily data backups. Goldenkey POS will terminate Client data after 30 days from the termination of the service with written contract. Goldenkey POS reserves the right to withhold, remove and/or discard Client Data, without notice, for any breach, including, without limitation, Grantee's nonpayment. Upon termination for cause, Grantee's right to access or use Client Data shall immediately cease, and Goldenkey POS shall have no obligation to maintain or provide any Client Data.

## 8. Intellectual Property Ownership

Grantee acknowledges and agrees that: (i) the marks are owned by Goldenkey POS; (ii) it will do nothing inconsistent with such ownership; (iii) all use of the Goldenkey POS marks by it will Inure to the benefit of and be on behalf of Goldenkey POS; (iv) that nothing in this grant gives it any right, title or interest in Goldenkey POS marks other than the right to use the marks in accordance herewith; (v) it will not attack Goldenkey POS' title to the marks or the validity of this rant; and (vi) further agrees to use Goldenkey POS marks only in the form and manner prescribed from time to time by Goldenkey POS, and not to use any other trademark or service mark in combination with any of Goldenkey POS' marks without the prior written approval of Goldenkey POS.

## 9. Third Party Interactions and Links

During use of the Service, Grantee or its User(s) may enter into correspondence with, purchase goods and/or services from, or participate in promotions of advertisers or sponsors showing their goods and/or services through the Service. Any such activity, and any terms, conditions, warranties or representations associated with such activity are solely between Grantee and/or User and the applicable third-party. Goldenkey POS and its licensors shall have no liability, obligation or responsibility for any such correspondence, purchase or promotion between Grantee, a User and any such third-party. Goldenkey POS does not endorse any sites on the Internet that are linked through the Service. Goldenkey POS provides these links to Grantee only as a matter of convenience, and in no event shall Goldenkey POS or its licensors be responsible for any content, products, or other materials on or available from such sites. This Grant to use the Service pursuant to the terms and conditions of this Agreement does not provide any license or agreement that may be required by third-party providers of ancillary software, hardware or services prior to Grantee's use of or access to such software, hardware or services.

## 10. Payment of Fees and Charges

Grantee shall pay all fees or charges to Grantee's account in accordance with the fees, charges, and billing terms in effect at the time a fee or charge is due and payable. All of the fees and charges will be prepaid before the service period start. The initial fee for the Grant of the right to use the Service ("Use Fee") will be equal to the Use Fee currently in effect under Goldenkey POS's current schedule of Use Fees for the edition selected in the Order Form. The Use Fee will be payable in advance on the first day of each month during the Term, commencing on the Effective Date designated in the Order Form. Goldenkey POS will automatically bill Grantee's credit card on the first of each month during the Term or issue an invoice to Grantee five (5) days in advance of the end of a calendar month for payment by the first of the following month, as applicable. Grantee is responsible for paying all Use Fees ordered for the entire Term, without regard to whether all Users are active. Grantee must provide Goldenkey POS with valid credit card or approved purchase order information as a condition to signing up for the Service. An Authorized Administrator may add additional Locations by executing an additional written Order Form or using the Goldenkey POS Order Center. Added Locations will be subject to the following: (i) the term of added Locations will be coterminous with the Term (either Initial Term or Renewal Term) of existing Grants; (ii) the Use Fee for the added Locations will be the then current, applicable Use Fee at the time ordered; and (iii) Locations added in the middle of a billing month will be prorated for that billing month. Goldenkey POS reserves the right to modify its fees and charges and to introduce new charges at any time, upon at least 30 days prior notice to Grantee, which notice may be provided by e-mail; provided however, that changes in the Use Fee shall not be applicable to a current User until the end of the existing Term. The Use Fee for a renewal Grant will be equal to the number of total Locations then in effect, times the User Fee in effect at the time of renewal. Charges for other services ("Charges") will be made on an as-quoted basis. Goldenkey POS 's Use Fee and

Charges are exclusive of all taxes, levies, or duties imposed by taxing authorities, and Grantee shall be responsible for payment of all such taxes, levies, or duties, excluding only federal or state taxes based solely on Goldenkey POS 's income. Grantee agrees to update billing and account information within 30 days of any change. That information includes Grantee's legal company name, street address, e-mail address, and the name and telephone number of an authorized billing contact and Authorized Administrator. If the contact information Grantee provides is false or fraudulent, Goldenkey POS reserves the right to terminate Grantee's access to the Service, in addition to any other legal remedies. If Grantee believes that the Fees or Charges to Grantee's account are incorrect, Grantee must contact Goldenkey POS in writing within forty-five (45) days of the date of the charge in question, to be eligible to receive an adjustment or credit. All payments shall be in United States currency.

#### 11. Non-Payment and Suspension

Goldenkey POS reserves the right to suspend or terminate this Agreement and Grantee's access to the Service if Grantee's account becomes delinquent.

Service period start as the date on the application as requested. On the same day of the period start. The invoice will be issued and the monthly fee will be charged with ACH through the credit card. If ACH is failed for the Invoices and the second ACH will be happened in 5 days with \$35 penalty. If the second ACH is failed, the service will be suspended and the access of the data will not be terminated. In order to restore the service, Grantee will be charged extra \$100 with current month fee.

#### 12. Termination

a. Either party may terminate this Agreement or reduce the number of Locations, effective only upon the expiration of the then current Term, by notifying the other party in writing at anytime. The period paid will last until the end date of the period. The rest of the period cannot be stop in the middle of the period and not refunded.

#### 13. No Warranty

Goldenkey POS provides the Services "as is," "with all faults," and "as available." We do not guarantee the accuracy or timeliness of information available from the Services. Grantee acknowledges that computer and telecommunications systems including the internet are not fault-free and occasional periods of downtime occur. Goldenkey POS guarantees that the Services will be uninterrupted, timely, secure, or error-free, or that data loss will not occur. Goldenkey POS and Goldenkey POS 's affiliates, resellers, distributors, and vendors give no express warranties, guarantees, or conditions. Goldenkey POS excludes any implied warranties, including for merchantability, satisfactory quality, and fitness for a particular purpose, workmanlike effort, and non-infringement. Grantee may have certain rights under Grantee's local law. Nothing in this contract is intended to affect those rights, if they are applicable.

In the event of a hardware malfunction, Goldenkey POS could provide replacement parts of system by a permanent replacement or a temporary loaner to be shipped to Grantee via overnight courier or a registered agent. Grantee acknowledges and agrees that you will pay all shipping costs and the \$99 service fee per occasions. If a hardware component is found to malfunction due to manufacturing error, Goldenkey POS will refund the \$99 (only within the first 90 days of purchase). If an equipment or hardware is identified as malfunction due to customer improper usage, negligence or normal wear and tear, Goldenkey POS will charge for parts and labor in order to resolve the hardware issue. You must use the pre-paid return sticker when sending back the malfunctioned unit and ship the unit within 48 hours of first contacting Goldenkey POS. Failure to comply will result in a full price hardware charge to you. You agree and understand that the replacement parts are provided to you on a loan basis and that you must return all such items to us at the end of this contract. In an effort to prevent any damage during shipping, we will provide you with packaging materials and boxes. Grantee acknowledges and agrees that any damage in shipment will be billed to Grantee. In addition, you understand that Goldenkey POS will not permit more than one replacement hardware PER COMPANY at any given moment, therefore returning hardware to Goldenkey POS is crucial for proper support of Grantee's hardware.

#### 14. Liability Limitations

Goldenkey POS liable only by the amount equal to Grantee's monthly service fee and not responsible for any damages including but not limited to consequential, lost profits, special, indirect, incidental, or punitive damages.

The limitations and exclusions apply to the Services; loss of data; content (including code) on third-party websites, third-party programs, or third-party conduct accessed via the service; viruses or other disabling features that affect your access to or use of the service; incompatibility between the Service and other services, software, and hardware; delays or failures you may have in starting or completing transmissions or transactions in connection with the Service in an accurate or timely manner; claims for breach of contract; breach of warranty, guarantee or condition; strict liability; tort (including negligence or breach of statutory duty); or misrepresentation.

The limitations and exclusions also apply if this remedy does not fully compensate Grantee for any losses or fails of its essential purpose or if we knew or should have known about the possibility of the damages. Some or all of these limitations or exclusions may not apply to Grantee if Grantee's state, province, or country does not allow the exclusion or limitation of incidental, consequential, or other damages.

#### 15. Modification to Terms

Goldenkey POS has the right to modify the terms and conditions of this Agreement or its policies relating to the Service at any time, effective upon posting of an updated version of this Agreement on the Service. Grantee is responsible for regularly reviewing this Agreement. Continued use of the Service after any such changes shall constitute Grantee's consent to such changes.

#### 16. General

This Agreement shall be governed by Georgia law and controlling United States federal law, without regard to the choice or conflicts of law provisions of any jurisdiction, and any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the Service shall be subject to the exclusive jurisdiction of the state and federal courts located in Fulton County, Georgia. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect. No joint venture, partnership, employment, or agency relationship exists between Grantee or any User and Goldenkey POS as a result of this agreement or use of the Service. The failure of Goldenkey POS to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Goldenkey POS in writing.