

Service Billing, LLC Agreement

This Service Billing Agreement constitutes a legally binding agreement (hereafter, "Agreement") between _____ (hereinafter, "Client") and Service Billing, LLC (hereinafter, "Agent") as regards the use of the Service Billing, LLC Credit Card Processing Service (hereinafter "Service")

By accessing and using the Service Billing, LLC Credit Card Processing Service, you agree to be bound by the terms of this agreement.

The terms under which you are permitted to use Service are explained below.

Terms of the Agreement

1. Duration of Agreement

The terms outlined in this Agreement between Client and Agent are in effect for the extent of the Client's membership with GourmetFoodMall.com. The right of the Client to use The Service automatically ceases without any notification, if one or more clauses of this agreement are breached.

2. Client Duties

- a. Client must notify Agent of any and all changes to Client account information;
- b. Client must handle all sales tax issues including but not limited to monthly reporting and remittance of sales taxes to the appropriate tax collecting agency;
- c. Client must have the ability to respond in writing to any disputes initiated for a credit card transaction on the Client's GourmetFoodMall.com website and return any deposits that may be required by the governing credit card company;
- d. All online sales through Client's Gourmetfoodmall.com website shall be completed using the Service. The Service allows Client's website at GourmetFoodMall.com to accept credit card payments from online customers without Client having to open and maintain its own credit card processing merchant account

3. Service Billing, LLC Duties

- a. Agent will provide the use of the Service for all transactions performed on Client's GourmetFoodMall webstore;
- b. Agent will provide 24 hour access to its Credit Card Processing Service via GourmetFoodMall shopping cart;
- c. Client will receive payments for transactions processed by Agent by way of direct deposit to their bank account. Agent will charge a 5% fee for each online transaction placed through the Service. This fee will be charged on the amount settled by the Client for each individual transaction. No other fees apply.
- d. Credit card transactions submitted through the Service will be processed immediately for authorization. Settlement of the transaction must occur at the time the order is shipped by the Client. In order to "settle" the transaction, Client must use their GourmetFoodMall.com order management online console in order to clear the transaction through the financial institution on which the payment is drawn.
- e. Monies collected during a calendar week ending on Friday will be deposited the 2nd business day of the next week, by the close of the banking day via direct deposit to an account number provided by Client;

4. Claims and Disputes

- a. Agent provides no guarantee for the performance of The Service and its suitability regarding the requirements of the Client and the purpose for which it was purchased or intended for use, and the performance of The Service when used in conjunction with other applications. As such, the Client waives any warranty of use, damages, claims or costs, consequential, indirect, or incidental damages, loss of profit or lost savings resulting from or related to the use of The Service, its compatibility with the Client’s software or use, intended or actual, and/or Agent, its management, software, actions, support, or otherwise, except to the extent that above damages are caused by the intentional acts of Agent. In no event will Agent be liable for consequential damages and Client waives any claim thereof.
- b. In the event any dispute or claim arises under this Agreement, the parties agree to resolve any claim or dispute by arbitration through the American Arbitration Association and pursuant to its commercial rules. Arbitration costs shall be paid by the party making the claim; each party is to pay its respective attorney fees, except that any allegation or dispute concerning the infringement or violation of Agent’s trademarks, copyrights, and/or patents, is not governed by the above arbitration clause.
- c. In the event a claim or dispute arises, the arbitration, or any other means of resolution, shall be in New Orleans, Louisiana;
- d. The parties agree that this Agreement and the relationship between Agent and the Client shall be governed by Louisiana law;
- e. If any part of this Agreement is held to be contrary to or in violation of prevailing law, then that provision shall be stricken and the Agreement remain effective as to the remaining provisions.
- f. Agent reserves the right to cancel agreement at anytime.

5. Miscellaneous Terms and Conditions

- a. Any modifications of this contract must be in writing and signed by both parties; verbal modifications are ineffective and have no binding effect among the parties or on this Agreement;
- b. All of the information regarding the Service is proprietary, protected by common law trademark, and shall not be disclosed to third parties without written permission of Agent. Violation of this provision is an infringement on Agent’s trademark;
- c. Agent will provide the use of this Service for all of Client’s transactions only associated with their GourmetFoodMall.com website.
- d. Client will provide Agent with their bank account number and bank routing number for the bank account to which the Agent direct deposit is to be made and any other information that may be required to set up the direct deposit
- e. Client waives any and all claims, now or in the future, Client may have against GourmetFoodMall.com, Inc concerning this Agreement, services offered under this Agreement, and any invoicing, payment, or billing matters related to this Agreement.
- f. Client has read this entire contract and by accepting below agrees to all the terms and conditions of this contract;

Please complete the information below and fax this Agreement to 866-542-9759

You may also mail the completed Agreement to: Service Billing, LLC, 39599 Cedar Lane Pearl River, LA 70452.

--Please print legibly--

Client Print Name

Business Name

Date

Client Signature

Client Address (Street, City, State, Zip)

Service Billing, LLC Representative

Date

Please complete Direct Deposit Information on Page 3 of this Agreement

Direct Deposit Information

Please provide the following information in full. Agent will use the information provided to set up direct deposit of funds to your bank account in accordance with the Agreement. All information is required.

Name on Account: _____

Your Address: _____
(Street, City, State, Zip)

Phone number: _____

Fax number: _____

E-mail address: _____

Account number: _____

Routing number: _____

Image of Check

Please affix a check from your account in this provided area.
If your check is too large, please tape it to a separate sheet of fax paper and fax it in conjunction with this entire agreement.