PrismRBS Shift4 Reseller Support Terms

This Support Document (these "Support Terms") constitutes a part of, and is subject to the other terms of, the Terms and Conditions (the "Terms and Conditions") you agreed to when you signed the PrismRBS Quote for Gateway Services (the "Quote", and together with the Terms and Conditions, the "Agreement"). Each capitalized term used herein but not defined has the meaning ascribed thereto in the Agreement.

1.1   SHIFT4 provides operational support of DOTN via telephone, 24 hours a day, seven days a week, 365 days per year, to Customer provided that the Customer is current in payment of its accounts with SHIFT4 and PrismRBS. PrismRBS provides operational support via telephone, email or portal 7:00 AM to 6 PM central time. Customer agrees that this support is for operational problems only and that it is not a substitute for training. PrismRBS and SHIFT4 will not support inadequately trained Customer personnel. If Customer's personnel do not appear to be adequately trained, PrismRBS can require that they be trained or re-trained at Customer's expense.

1.2   Should a support call require intervention by, Customer's MSP, or Customer's ISP, Customer agrees that SHIFT4 cannot guarantee the amount of time a resolution will take. Customer agrees to assist, and support SHIFT4's efforts with, Customer's MSP, and Customer's ISP, and Customer agrees that SHIFT4 is not responsible to resolve issues beyond its control.

1.3   Customer agrees that support of DOTN is based on maintaining Hardware (as defined in the Installation Terms) and equipment running SHIFT4's products as provided in the Installation Terms. Customer agrees to contact PrismRBS's and SHIFT4's customer service departments prior to making changes to the Customer-accessible portions of DOTN, as these may cause system failures. Customer will pay SHIFT4 for re-configuration of UTG (as defined in the Installation Terms) if equipment is not maintained as provided in the Installation Terms.

1.4   If Customer believes it is experiencing an issue, it must first check the System Status Alerts posted on www.shift4.com and www.dollarsonthenet.net. As another option, many of these alerts are also posted via social media. If the status relates to the issue Customer is experiencing (e.g., Credit Card Processor timeouts or outages, localized Internet outage, Card Association issues), Customer acknowledges that a call to PrismRBS or SHIFT4 support is unnecessary and that the System Status will be updated on all sources as soon as it changes. Customer agrees that the resolution of certain problems is beyond PrismRBS and SHIFT4's reasonable control and that it is unnecessary to call the PrismRBS and SHIFT4 support department for them.

1.5   For problems within SHIFT4's reasonable control, the SHIFT4 customer support department provides service on a triaged basis. Triage call types are: (a) Customer cannot authorize transactions; (b) Customer cannot settle transactions; (c) Customer's transactions are being downgraded; (d) Customer needs assistance with reporting, archives, or research; and (e) any other issue.

1.6   Customer should monitor the System Status Alerts posted on www.shift4.com and www.dollarsonthenet.net for further information. Customer may also utilize social media, by selecting the supplied links at www.shift4.com, or www.dollarsonthenet.net. Notwithstanding anything else in the Agreement, the parties acknowledge that one way in which system issues or status issues may be communicated to Customer is via DOTN System Status Alerts posted on www.shift4.com and www.dollarsonthenet.net, or via social media, and SHIFT4's newsletter; 4Sight® ("Support Alerts"). Due to the importance of these announcements, Customer agrees not to "opt out" of Support Alerts that are sent via email. Customer agrees that communications through SHIFT4's web alerts are official notifications of system status and permitted methods of communication under the Agreement.

1.7   Customer agrees that PrismRBS and SHIFT4 are not responsible to provide a reason, resolution, or probable cause in a timely manner for a problem that is the responsibility of any third party, including, but not limited to, merchant bank, MSP, Credit Card Processor, Credit Card Processor's communication provider, or Internet Service Provider.

1.8   Customer acknowledges that the solution to a particular support problem may be resolved by an update to a newer version of DOTN or any of its components. Customer further acknowledges that potential security vulnerabilities may be discovered from time to time and that the only way to correct the security vulnerability is to create a newer version of DOTN or its components. Customer further acknowledges that Card Association rules and regulations may change from time to time or a particular Downgrade issue may be discovered by Customer's Customer Services Provider(s), merchant bank(s), or Credit Card Processor(s) and the only way to make these regulation changes or to correct these Downgrade issues is to create a newer version of DOTN or components. Notwithstanding the above, SHIFT4 acknowledges that Customer, pursuant to regulation, standard or policy, may have a need to validate software installed in its environment and desire to delay installation of the newer version of portions of DOTN applicable to Customer's environment (e.g., UTG). Once Customer is informed of the availability of any of these newer versions, Customer agrees that Customer will not request support on the particular covered issue and SHIFT4 is not obligated to further trouble-shoot such issue. Further, Customer will indemnify, defend, and hold SHIFT4 harmless for any damage or loss caused by an issue resolved in a newer version of the applicable portion of DOTN.

1.9   Customer agrees that PrismRBS and SHIFT4 are not responsible for the performance of payment terminals or devices, including their respective operating system, firmware, model and version, even if listed on SHIFT4's website as being approved by SHIFT4. Customer acknowledges that SHIFT4 approval, or lack thereof, is not completely under SHIFT4's control as such approvals are at least in part dependent on the payment terminal or device manufacturer, Federal, State, Provincial, or Local Government regulation, or Card Brand, Payment Card Industry Security Standards Council, or EMVCo standards or compliance programs. Based on the aforementioned, should a payment terminal or device not be approved and listed by SHIFT4, SHIFT4 is not responsible to trouble-shoot or provide software upgrades or downgrades to work with the particular non-listed version of the payment terminal or device used by Customer. Notwithstanding the above, SHIFT4 may work to accommodate the use of newer versions, or replacements of such third-party supplied payment terminals or devices. During these efforts however, SHIFT4 is not responsible for any issues caused by such non-listed versions.

1.10   Notwithstanding anything in these Support Terms, Customer agrees that if an issue occurs in use of any service or subject matter provided by or for PrismRBS and SHIFT4 hereunder, Customer will follow the prescribed path of troubleshooting as directed by PrismRBS and SHIFT4 support personnel and will work with PrismRBS and SHIFT4 in a timely manner. PrismRBS and SHIFT4 will have no responsibility for the applicable matter if Customer does not follow PrismRBS and SHIFT4's prescribed methods.

1.11   Remote support is not included under the Agreement, and additional terms may apply if Customer desires such support.