

Terms of Service – SysPay

About our terms of service

SysPay developed a secure card data storage and card display service (the “SysPay Service” or the “Service”), which is made available to Partners of SysPay by the means of an Application Programming Interface (the “API”), integrated by the Partner and provided to you to through your connection to that Partner.

SysPay Terms of Service

These Terms of Service constitute a legal agreement (“Agreement”) between the sole proprietor or business entity or business organisation listed as the “User” throughout this Agreement and (sometimes referred to as “you,” “your”, “user”) and SysPay Limited (referred to as “we,” “our” or “us”) and its Partners who have integrated the SysPay Application Programming Interface “API” (collectively, “Partners”).

The SysPay Service Our Role

By accepting the terms set in this Agreement, you agree that you have already entered into legal agreement with one of the SysPay Partners and our Service is made available to you solely through your connection to that Partner.

Our Service helps you securely collect, store and access customer credit card, debit card and other types of card data (collectively “cards” or “Cards”, each a “card” or “Card”) from your customers (each, a “customer” or a “Cardholder”) by the means of a secure card data collection vault and card display services.

We do not assume any liability for the products or services you have purchased or you use in conjunction with or separately from our Service.

Customer Service

SysPay will provide you with customer service to help resolve any issues relating to your use of the Service. You, and you alone, are responsible for providing service to your customers for any and all issues related to your products and services, including but not limited to issues arising from the processing of customers’ cards that were once stored, transmitted or displayed using the Service.

Security

In accordance with applicable data protection laws, SysPay maintains appropriate administrative, technical, organisational and physical procedures to protect all the personal information regarding you and your customers that is stored in our servers from unauthorised or unlawful processing and accidental loss, destruction or damage.

You understand and acknowledge that you shall use appropriate technical and organizational security measures against unauthorised or unlawful transmission,

storage and/ or processing of card account data and/ or personal data as may be applicable and against accidental loss or destruction of, or damage to, such card account and/ or personal data.

Data Security

You are fully responsible for the security of data in your possession. You agree to comply with all applicable local and European laws and regulations in connection with the collection, security and dissemination of any personal, financial or card account information (defined as “Data”) through our Service. You agree that at all times you shall be compliant with the Payment Card Industry Data Security Standards (PCI-DSS) and the Payment Application Data Security Standards (PA-DSS), as applicable. If we believe it is necessary you will promptly provide us with documentation evidencing your compliance with PCI DSS and/or PA DSS if requested by us. You undertake not store in any physical or digital mean any customer and card account data and or the card CVC/ CVV2 data at any time. Information on the PCI DSS can be found on the PCI Council’s [website](#). It is your responsibility to comply with these standards.

SysPay Ltd. is responsible for the security of the cardholder data in its possession or that it will otherwise store, process or transmit on behalf of its merchants, or to the extend that they could impact the security of their cardholder data environment. Furthermore, any storage, processing or transmission of such data will be done in accordance with PCI-DSS standards.

Use of Password and/ or PIN

If you receive a password or Personal Identification Number (hereby referred to as “PIN”) from SysPay to access any of the Syspay databases or Services, you will (a) keep the password and/or PIN confidential (b) not allow any individual or entity gain unlawful access to SysPay databases and/ or Services using your password and/ or PIN, (c) be liable for all actions taken by any User of the password and/ or PIN; and (d) promptly notify SysPay if you believe that SysPay databases or Services or information have been compromised by the use of your password and/or PIN.

Audit Right

If we believe that a security breach or compromise of data has occurred, we may require you to have a third party auditor that is approved by us conduct a security audit of your systems and facilities and issue a report to be provided to SysPay, the Designated Bank, and/or the Card Networks and you shall be required to remedy any defects identified within a reasonable period or a timeframe given by the Card Network.

Breach of This Agreement

If you breach this Agreement, SysPay reserves the right to suspend and/or terminate the use of the Service. By way of example and not of limitation, if we conclude that you have repeatedly infringed the intellectual property rights (for example, copyrights, trademarks, patents, rights in confidential information) of SysPay or its Partners, or that you are inducing, permitting, or knowingly assisting others to do so, we have the right to immediately terminate your use of the Service.

Term

The Agreement is effective upon the date you agree to it (by electronically indicating acceptance) and continues until terminated by you, by the Partner or by SysPay.

Termination

You may terminate this Agreement by contacting the Partner through which you have become a User of the Service and at any time.

SysPay may terminate this Agreement and the use of the Service effective immediately if (i) we determine in our sole discretion that you or the Partner through which you became a User of the Service are ineligible for the Service because of the risk associated with your use of the Service, including without limitation significant data compromise or fraud risk, or for any other reason; (ii) you do not comply with any of the provisions of this Agreement, or (iii) upon request of a Card Network or a card issuer.

SysPay may terminate the use of the Service provided to the Partner through which you became a User of the Service by acting in accordance with the contractual terms signed with the Partner. It is the sole responsibility of the Partner to inform you of any such planned or unplanned termination of the Service.

Limitation of Liability

By accepting these Terms of Service you agree that any and all of the card, account and / or personal data transmitted, stored and/ or displayed by the SysPay Service at any time is provided to Syspay by the Partner through which you became a User of the Service.

You agree that SysPay is not responsible for the accuracy, validity or otherwise content of the information accessible via the SysPay Service.

In no event shall SysPay be liable for any lost profits, loss of data, loss of revenue, loss of savings or any other pure economic loss or for any indirect, punitive, incidental, special, consequential or exemplary loss or damages arising out of, in connection with or relating to this Agreement or the Service, including without limitation the use of, inability to use, or unavailability of the service. Under no circumstances will SysPay be responsible for any damage, loss or injury resulting from hacking, tampering or other unauthorised access or use of the Service or the information contained therein.

SysPay assumes no liability or responsibility for any (a) personal injury or property damage, of any nature whatsoever, resulting from your access to or use of the Service; (b) any unauthorised access to or use of servers used in connection with the Service and/or any and all personal and/ or card account data stored therein; (c) any interruption or cessation of transmission to or from the Service; (d) any software bugs, viruses, Trojan horses, or other harmful code that may be transmitted to or through the service; (e) any errors, inaccuracies or omissions in any content or information, for any loss or damage incurred as a result of the use of any content or information, in each case posted, emailed, stored, transmitted, or otherwise made available through the service; and/or (f) user content or the defamatory, offensive, or illegal conduct of any third party.

This limitation of liability section applies regardless of the legal theory on which the claim is based, including without limitation contract, tort (including negligence), strict liability, or any other basis. The limitations apply even if SysPay has been advised of the possibility of such damage.

The provisions of this Agreement apply to the fullest extent permitted by law in the applicable jurisdiction.

Indemnities

You shall indemnify, defend, protect and hold SysPay and their respective representatives harmless from and against any losses arising from:

- a. Provision of the services contemplated under this Agreement in manner, which infringes or violates the intellectual property rights or other rights of any third party;
- b. Any acts or omissions of their employees, directors, officers or agents in respect of any claim whether or not such act or omission constitutes a breach of this Agreement;
- c. The provision of the services or any failures whatsoever in respect thereto, whether leading to a failure of the Syspay in the provision of the Syspay Services or otherwise;
- d. Any failure to comply with any of their obligations under this Agreement, or the failure of any warranty or representation made true and correct;
- e. Any failure to comply with the Card Schemes or Association Rules. 'Card Schemes' or 'Associations' shall mean Visa, MasterCard or any other similar schemes; 'Card Scheme Rules' or 'Association Rules' shall mean rules, regulations, interpretations and other requirements (whether contractual or otherwise) imposed or adopted by any Card Scheme from time to time
- f. Any negligence, misrepresentation or willful misconduct on the part of You or any of your employees or agents;
- g. Loss or theft of any cardholder data by or from SYSPAY

You shall indemnify and keep indemnified SYSPAY and shall hold SYSPAY harmless, from and against all losses incurred or suffered by SYSPAY arising as a result or otherwise in connection with the provision of the SysPay Services to You.

You shall indemnify SysPay for any costs incurred in connection with any investigations carried out by SysPay, the Card Schemes, or any independent third party authorized by them or by SysPay to perform any investigation of any security breach in accordance with the Card Schemes' requirements. This indemnity shall survive indefinitely even subsequent to the termination of this Agreement by either party and for any reason.

Representation and Warranties

You represent and warrant to us that: (a) if you are a natural person, you are at least eighteen (18) years of age; (b) you are eligible to use the Service and have the right, power, and ability to enter into and perform under this Agreement (c) you will resolve any consumer dispute or complaint directly with the card holder; (d) you and all actions initiated by you will comply with all laws, rules and regulations applicable to your business (e) you will not use the Service, directly or indirectly, for any fraudulent undertaking or in any manner so as to interfere with the use of the Service.

You represent and warrant to SysPay as of the date hereof and throughout the Term that:

- a. If You are a company, it is a company validly incorporated and existing under the laws of the country of incorporation;
- b. You have all the requisite powers to execute and deliver this Agreement and to perform its obligations;
- c. You shall possess and continue to possess all and any authorisations, licenses, approvals, registrations and consents from all relevant authorities, governmental bodies, Card Schemes or other regulatory bodies as are necessary or desirable to enable You to fully and effectively discharge Your obligations under this Agreement and remain in full force in all respects;
- d. You shall perform your obligations under this Agreement exercising all reasonable skill and care expected and that You shall act in good faith in the performance of the services;
- e. You have at all times operated in compliance with all applicable Requirements of the Law;
- f. You are fully compliant with the Card Schemes/Association rules, as amended from time to time;
- g. You will not do or omit any act or thing which would place or would likely place SYSPAY in breach of the Association rules or any Requirements of the Law;
- h. You shall immediately notify SYSPAY if You become aware of any suspected or confirmed loss or theft of any cardholder data from either You or Syspay. In addition, You must provide access to and fully co-operate with SysPay, the Card Schemes, or any independent third party authorized by them or SYSPAY to perform any investigation of any security breach in accordance with the Card Schemes' requirements. This representation shall survive during the term of the Agreement and even subsequent to its termination by either party and for any reason.

No Warranties

The service and all accompanying documentation are provided on an "as is" and "as available" basis, without any warranties or conditions, either express, implied, or statutory, including without limitation any implied warranties of satisfactory quality, fitness for a particular purpose, and non-infringement.

No advice or information, whether oral or written, obtained by you from or through the service or from SysPay will create any warranty.

You specifically acknowledge that SysPay has no control over the products or services that are accessed by the use of this FREE Service and SysPay cannot warrant that the information we provide or that is provided through the Service is accurate, reliable or correct; that the service will meet your requirements; that the service will be available at any particular time or location, that the service will function in an uninterrupted manner or be secure; that any defects or errors will be corrected; or that the service is free of viruses or other harmful components. Any subject matter downloaded or otherwise obtained through the use of the service is downloaded at your own risk and you will be solely responsible for any damage to your property or loss of data that results from such download.

SysPay does not warrant, endorse, guarantee, or assume responsibility for any product or service advertised or offered by a third party through the service or any hyperlinked website or service, or featured in any banner or other advertising, and SysPay will not be a party to or in any way monitor any transaction between you and third-party providers of products or services.