

PCI Pal (U.S.), Inc. SaaS Integration Guide

Amazon Connect

The integration requires an Amazon Connect account and you are responsible for paying any Amazon Connect & AWS infrastructure charges incurred on your account. Amazon Connect charges are not included in the PCI Pal SaaS offering.

To benefit from this service, you must be technically proficient with Amazon Connect and have the ability to deploy and integrate the PCI Pal agent with your Amazon Connect environment. PCI Pal is not responsible for the deployment of our solution within your environment.

Payment service providers

PCI Pal allows you to utilize your current payment service provider for this integration. We maintain 80+ different payment service provider pre-integrations. PCI Pal Professional Services will work with you to determine an integration if your preferred payment service provider is not currently listed. Any payment service provider for phone based payments must be enabled for MOTO transactions. Please contact PCI Pal Sales (*prior to contracting*) via email awsmarketplace@pcipal.com

Agent desktop

Customer agents taking payments must be able to access PCI Pal payment webpages. These are accessed via HTTPS over the public internet. We support Internet Explorer 11, Firefox and Chrome browsers. Browser security settings should include script execution, font download, managing cookies and websocket connections.

For more information, please contact PCI Pal at awsmarketplace@pcipal.com

Desktop integration

This SaaS offering does not include integration with any customer application however our application can be integrated into your chosen CRM or billing system. For the required development resource please refer to our [API Guide](#)

To discuss a desktop or back office integration, please contact PCI Pal Sales (*prior to contracting*) via email awsmarketplace@pcipal.com

PCI Pal (U.S.), Inc. Terms of Service

By selecting “I agree” or similar button or checkbox and clicking the “Confirm and Submit” or “Submit” button you represent and warrant that you have read, understand and agreed to all of the terms of this Agreement, are authorized to enter into this Agreement, and this Agreement is legally binding on you. Once this Agreement is completed and accepted, you should print a complete copy for your records. If you do not wish to be bound by this Agreement, then you must not use the Services.

1. Agreement. PCI Pal (U.S.), Inc. (“PCI Pal,” “we,” “us” or “our”), operates an interactive PCI DSS compliant payment processing solution (the “Platform”), which provides the PCI Pal software and related implementation and support services (the “Services”; the Platform and the Services are sometimes referred to later in this Agreement as the “PCI Pal Offering”). Subject to the terms and conditions of the PCI Pal Terms of Service (this “Agreement”), PCI Pal offers you (a “Customer”) the PCI Pal Offering through online marketplaces such as Amazon, Genesys, or Virgin (“Resellers”). **By accepting this Agreement, either by accessing the PCI Pal Offering or authorizing or permitting any individual to access or use the PCI Pal Offering, Customer (A) agrees to be bound by this Agreement, and (B) represents that Customer is 18 years of age or older or otherwise legally competent to enter into a binding agreement. If Customer is entering into this Agreement on behalf of a company or organization, Customer agrees to this Agreement on behalf of such company or organization, and represents and warrants that Customer has authority to bind such company or organization to this Agreement. If you do not agree to the terms of this Agreement, do not access the PCI Pal Offering.**

The communications between Customer and PCI Pal use electronic means, whether through the Platform, the Services or via email. For contractual purposes, Customer (a) consents to receive communications from us in an electronic form; and (b) agrees that all terms and conditions, agreements, notices, disclosures, and other communications that PCI Pal provides to Customer electronically satisfy any legal requirement that such communications would satisfy if it were in a writing.

2. License. Subject to the terms and conditions of this Agreement, during the term of this Agreement PCI Pal will make the PCI Pal Offering available to Customer [and Customer’s authorized users, if any,] and grants to Customer [and Customer’s authorized users, if any], a non-exclusive, non-transferable, non-sublicensable, worldwide, revocable right and license to use the PCI Pal Offering solely in connection with your internal business operations and for no other purpose. Customer accepts sole responsibility for the use of the PCI Pal Offering by Customer, Customer’s authorized users, and any other user who gains access to the PCI Pal Offering through Customer or its authorized users. [Customer’s use of the PCI Pal Offering may also be subject to third-party terms, including [insert any applicable third party terms here], and Customer will abide by the terms of this Agreement as well as applicable third-party terms. From time to time, you may choose to submit comments, questions, ideas, suggestions or other feedback relating to the PCI Pal Offering, any support provided or any other services provided to you in connection with your use of the PCI Pal Offering (“Feedback”) to PCI Pal. By submitting any Feedback to PCI Pal, you hereby grant PCI Pal the rights and license to freely use, copy, disclose, license, distribute and exploit such Feedback in any manner without any obligation, royalty or restriction based on intellectual property rights or otherwise. No Feedback will be considered Your Confidential Information, and nothing in this Agreement limits PCI Pal’s right to independently use, develop, evaluate, or market products or services, whether incorporating Feedback or otherwise. PCI Pal, through its Resellers, may also provide Customer any specifications, technical manuals and other

materials provided by or made available by PCI Pal relating to the Software (“Documentation”) to be used by Customer in accessing and using the PCI Pal Offering. Customer shall only use the Documentation in connection with its permitted use of the PCI Pal Offerings. Customer shall not copy, redistribute, transfer, modify, translate, adapt, publicly display, perform, create derivative works from, assign, or in any way use the Documentation except for the purposes necessary pursuant to this Agreement.

3. Customer Obligations. Customer will comply with all applicable laws, regulations, and third-party rights (including, without limitation, laws regarding the import or export of data or software, privacy and local laws) in its use of the Services. Customer will not use the Services to encourage or promote illegal activity or violation of third-party rights. Customer may not and may not allow any third party to (a) decompile, disassemble, or reverse engineer the Services or any portion thereof or otherwise attempt to derive Source Code from any encrypted or encoded portion of the Software; (b) attempt to gain unauthorized access to the Services, any portion thereof, including content accessible via the Platform, or any other system or platform through the Services; (c) use any automatic device, program, algorithm, or methodology, or engage in harvesting of email addresses or other personal information, unsolicited emailing, phone calls or mailings, spoofing, flooding, overloading, spidering, screen scraping, database scraping, or any similar or equivalent manual process to access, acquire, copy or monitor any portion of the Services or any content on the Services; (d) modify or create a derivative work of any encrypted or encoded portion of the Software, or any other portion of the Software; (e) publicly disseminate performance information or analysis (including, without limitation, benchmarks) from any source relating to the Software; (f) merge the Software with other software; (g) distribute, digitally transmit, publicly perform, publicly display, sublicense, lease, rent, loan, pledge, permit a lien upon, or otherwise transfer or assign to any third party the Software or any of your rights under this Agreement; (h) permit third parties to benefit from the use or functionality of the Software, via a timesharing, service bureau or other arrangement, nor provided access to the Software to any third party in the nature of an application service provider, except to the extent such use is expressly specified in this Agreement, including the right to use the Software incidental to the offering of your own services to your customers; (i) use the Software in any manner that is inconsistent with the Documentation or this Agreement, or (j) reverse look up, trace or seek to trace any information on any other user of other Services to its source. Customer will not use the Services in any manner that could damage, disable, overburden or impair the Services or interfere with any other party’s use and enjoyment of the Services. Customer may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Services. For purposes of this Agreement, “Source Code” means a fully documented human-readable source code form of the Software sufficient to allow a reasonably skilled programmer to understand the design, logic, structure, functionality, operation and features and to use, operate, maintain, modify, support and diagnose errors.

4. Account. When Customer orders the PCI Pal Offering through a Reseller, Customer represents to PCI Pal that the information Customer provides PCI Pal is truthful, accurate, complete, current and otherwise in compliance with this Agreement at all times. Submission of false, misleading, inaccurate, incomplete, obsolete, or other information prohibited under this Agreement may result in immediate termination of your account on the Services. Customer is responsible for maintaining the confidentiality of its account information, including, without limitation, account password and restricting access to that

account. Customer is responsible for any and all activities that occur under its account, including, without limitation, any activity that occurs as a result of its failure to keep secure and maintain the confidentiality of its account. Customer must notify PCI Pal immediately upon becoming aware of any breach of security or unauthorized use of its account. It is Customer's sole responsibility to control the dissemination and use of its password, and control access to and use of its account. Customer may not use anyone else's password or account at any time on the Services. PCI Pal will not be responsible or liable for any loss or damage arising from Customer's failure to comply with these requirements and Customer may be held liable for any losses incurred by PCI Pal or any other user of the Services if Customer's failure to keep its account information secure and confidential results in someone else's use of its account or account information.

5. Modifications. Customer acknowledges that PCI Pal may modify this Agreement or the Services, as the case may be, from time to time. Customer's continued access to or use of the Services following any such modification shall constitute binding acceptance of such modification. Customer acknowledges that the PCI Pal Offerings are online, subscription based products, and that PCI Pal may issue changes to the PCI Pal Offerings, including Improvements, as that term is defined later in this Agreement, and PCI Pal may update the Documentation accordingly. Subject to any existing obligations, PCI Pal can discontinue any PCI Pal Offerings or any portion or feature of any PCI Pal Offerings for any reason at any time without liability to you.

6. Ownership. The Services, including, without limitation, the software to operate and provide the Platform, including all Source Code thereof (the "Software") and the information contained therein contain copyrighted materials, trademarks, proprietary data, research and other information belonging to PCI Pal or used with permission of licensors of PCI Pal. The Services and all content and materials on the Services, including, without limitation, all graphics, interfaces, features, functions, text, button icons, data compilations, software, code and materials thereon, the "look and feel", selection and arrangement, design and organization of the Services, trademarks and logos, audio and video clips, are owned by, or licensed to, us. PCI Pal and its licensors and service providers reserve and shall retain their entire right, title, and interest in and to the PCI Pal Offering, including, without limitation, all copyrights, trademarks, and other intellectual property rights therein or relating thereto, except as expressly granted to you under this Agreement. Customer acknowledges and agrees that the PCI Pal Offering are provided under limited license and access rights and not sold to Customer. Customer does not acquire any ownership interest in the PCI Pal Offering under this Agreement, or any other rights thereto other than to use the PCI Pal Offering in accordance with the limited license and rights granted under this Agreement, and subject to all terms, conditions, and restrictions, under this Agreement. No copying, redistribution, retransmission, publication or commercial exploitation of any material available on or through the Services is permitted without the express permission of PCI Pal or the copyright owner, as the case may be, or except as may be expressly authorized by applicable copyright laws. You shall not (a) remove, delete, alter, or obscure any trademarks or any notices of copyright, trademark, patent or other intellectual property or proprietary rights from the PCI Pal Offering, including any copy thereof; or (b) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available the Services, or any features or functionality of the PCI Pal Offering, to any third party for any reason, including, without limitation, by making the PCI Pal Offering available on a network where it is capable of being accessed by more than one device at a time.

7. Support. Customer acknowledges that neither this Agreement nor Customer's use of the Services entitle Customer to any support services from PCI Pal, unless the parties enter into mutually agreed upon terms in writing. Reseller may arrange through a Reseller certain support services related to the applicable PCI Pal Offering.

8. Fees. Customers shall pay any and all undisputed fees for the Services within thirty (30) days of receipt of invoice. All fees paid by Customer are non-refundable and non-prorated unless otherwise noted in this Agreement or otherwise agreed to by the parties.

9. Disclaimer. THE PCI PAL OFFERING, INCLUDING, WITHOUT LIMITATION, ANY SERVER AND NETWORK COMPONENTS, ANY MATERIALS, INFORMATION, CONTENT, FUNCTIONS, PRODUCTS, TEXT, GRAPHICS AND LINKS, ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND ARE PROVIDED WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, NON-INTERFERENCE, DATA ACCURACY, SYSTEM INTEGRATION, AND WARRANTIES ARISING FROM TRADE USAGE, COURSE OF DEALING OR COURSE OF PERFORMANCE. WE DO NOT WARRANT THAT (A) THE SERVICES WILL FUNCTION UNINTERRUPTED, SECURELY OR BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; (B) ANY ERRORS OR DEFECTS WILL BE CORRECTED; (C) THE SERVICES ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; OR (D) THE RESULTS OF USING THE SERVICES WILL MEET YOUR REQUIREMENTS. WE DO NOT MAKE ANY WARRANTIES OR REPRESENTATIONS REGARDING THE USE OF CONTENT ON THE SERVICES OR WITH RESPECT TO ITS COMPLETENESS, ACCURACY, TRUTHFULNESS, AVAILABILITY, ADEQUACY, USEFULNESS, TIMELINESS, SECURITY, RELIABILITY OR OTHERWISE.

10. Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL PCI PAL OR ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUPPLIERS OR LICENSORS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY LOST PROFITS, LOST SALES OR BUSINESS, LOSS OF DATA, LOSS OF GOODWILL, BUSINESS INTERRUPTION, COMPUTER FAILURE OR MALFUNCTION, OR ANY OTHER CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES. THE FOREGOING LIMITATIONS WILL APPLY WHETHER SUCH DAMAGES ARISE OUT OF BREACH OF CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), OR OTHERWISE AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR COMPANY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, PCI PAL'S AGGREGATE LIABILITY TO CUSTOMER OR ANY THIRD PARTY SHALL IN NO EVENT EXCEED AN AMOUNT EQUAL TO THE AGGREGATE OF ALL FEES ACTUALLY PAID BY YOU DURING THE TWELVE (12)-MONTH PERIOD PRIOR TO THE ACT, OMISSION OR EVENT GIVING RISE TO SUCH CLAIM. YOU ACKNOWLEDGE THAT THIS PARAGRAPH IS AN ESSENTIAL PART OF THIS AGREEMENT, ABSENT WHICH THE ECONOMIC TERMS AND OTHER PROVISIONS OF THIS AGREEMENT WOULD BE SUBSTANTIALLY DIFFERENT. Some jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental or consequential damages, which means that some of the above limitations may not apply to Customer. In those jurisdictions, PCI Pal's liability will be limited to the maximum extent permitted by applicable law. The limitations set forth in this Section will survive and apply even if any limited remedy specified in this Agreement is found to have failed of its essential purpose.

11. Indemnification; Injunctive Relief. Customer will indemnify, defend and hold harmless PCI Pal from and against any third-party claim arising from or related to any breach of any representation, warranty or covenant of this Agreement by Customer, its authorized users, or any other user who gains access to the Services through Customer or its authorized users. You acknowledge that a breach by you of any confidentiality or proprietary rights provision of this Agreement may cause PCI Pal irreparable damage, for which the award of damages may not be adequate compensation. Consequently, PCI Pal may institute an action to enjoin you from any and all acts in violation of those provisions, which remedy shall be cumulative and not exclusive, and PCI Pal may seek the entry of an injunction enjoining any breach or threatened breach of those provisions, in addition to any other relief to which PCI Pal may be entitled at law or in equity.

12. Term and Termination. This Agreement commences on Customer's use of the Services and will remain in effect until terminated pursuant to this Section. Either party may terminate this Agreement upon written notice to the other party. If Customer terminates this Agreement prior to the expiration of the then current term, the balance of any unpaid amounts owed for the remainder of that term will be charged in full at the time of termination. Customer is not entitled to any pro-rated fees. Any termination of this Agreement shall also terminate the licenses granted by PCI Pal to Customer hereunder. If PCI Pal believes or determines, in its sole discretion, that Customer has violated or attempted to violate any of the terms of this Agreement, then PCI Pal may suspend or revoke the licenses granted hereunder. This Agreement and your access rights to the PCI Pal Offering will terminate automatically upon Your breach any of the terms of this Agreement and failure to cure such breach (if such breach is capable of cure) within fifteen (15) days of PCI Pal or Reseller notifying you. All provisions of this Agreement which by their nature should survive termination shall survive, including, without limitation, IP ownership, warranty disclaimers, indemnity and limitations of liability.

13. Collection and Use of Information. You acknowledge that PCI Pal may, directly or indirectly, collect and store information regarding use of the PCI Pal Offerings, including the Software, and about equipment through which the Platform is accessed or used. You agree that PCI Pal may use such information for any purpose related to any use of the PCI Pal Offerings, including the Software, including, without limitation, improving the performance of the Software or developing any improvement on, modification or alteration of, or enhancement to any part or all of the PCI Pal Offering or any matter relating to the PCI Pal Offering whether directly or indirectly ("Improvements"), and verifying compliance with the terms of this Agreement and enforcing PCI Pal's rights, including all intellectual property rights in and to the PCI Pal Offering, including the Software. You agree to allow PCI Pal to store and use your contact information, including names, phone numbers, and e-mail addresses in accordance with PCI Pal's privacy policy (<https://www.pcipal.com/en/privacy-policy/>).

14. Confidentiality. "Confidential Information" means any proprietary information of a party to this Agreement disclosed by a party ("Disclosing Party") to the other party ("Receiving Party") whether in oral, written, graphic, machine readable, or other tangible form that would reasonably be understood to be confidential given the nature of the information and the circumstances surrounding the disclosure, including without limitation the Software, and the terms and conditions of this Agreement, in each case whether or not marked as "Confidential", "Proprietary", or other similar designation. Confidential

Information will not include any information that (a) was publicly known and made generally available prior to the time of disclosure, (b) becomes publicly known and made generally available after disclosure through no action or inaction of the Receiving Party, (c) is already in the possession of Receiving Party at the time of disclosure, (d) is obtained by the Receiving Party from a third party on a non-confidential basis without a breach of such third party's obligations of confidentiality, or (e) is independently developed by the Receiving Party without use of or reference to Confidential Information of the Disclosing Party. The Receiving Party will (i) treat as confidential all Confidential Information, (ii) not disclose such Confidential Information to any third party, except to its employees who have a need to know such information for the purposes of performing hereunder, and subject to a written agreement containing provisions substantially as protective as the terms of this Section, and (iii) will not use such Confidential Information except in connection with performing its obligations under this Agreement. The Receiving Party may disclose Confidential Information if required by law so long as it provides the Disclosing Party prompt written notice of such requirement prior to disclosure and assistance in obtaining an order protecting such information from public disclosure.

15. General Terms. This Agreement is governed by, and construed in accordance with, the laws of the State of New York, without reference to its, or any other jurisdictions', conflict-of-laws principles. Any legal action brought under or in connection with the subject matter of this Agreement shall be brought only in the United States District Court or the State courts each located within the State of New York. Each party submits to the exclusive jurisdiction of these courts and agrees not to commence any legal action under or in connection with the subject matter of this Agreement in any other court or forum. The terms of the United Nations Convention on Contracts for the Sale of Goods do not apply to this Agreement. The Uniform Computer Information Transactions Act (UCITA) will not apply to this Agreement regardless of when or where adopted. This Agreement and PCI Pal's privacy policy constitute the entire agreement between Customer and PCI Pal with respect to the Platform and the Services and supersedes all prior and contemporaneous agreements of the parties regarding such subject matter. Neither the course of conduct between us nor trade practice shall act to modify this Agreement. If any provision of this Agreement is found to be illegal, invalid or unenforceable by a court of competent jurisdiction, such provision will be deleted from these Terms and the remaining provisions will continue with full force and effect. Customer may not, directly or indirectly, by operation of law or otherwise, assign (in whole or in part) this Agreement or Customer's rights under this Agreement or delegate performance of its duties under this Agreement, without PCI Pal's prior written consent. PCI Pal may freely assign or delegate its rights and obligations under this Agreement without Customer's prior written consent. Any purported assignment, transfer or delegation by Customer in violation of this section is null and void. This Agreement is binding upon and inures to the benefit of the parties' respective successors and permitted assigns. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency or other relationship between the parties. No failure to exercise, and no delay in exercising, on the part of either party, any right or any power under this Agreement will act as a waiver thereof, nor will a single or partial exercise of any right or power under this Agreement preclude further exercise of that or any other right under this Agreement. Neither of the parties shall be considered in default of performance under this Agreement to the extent that such performance is delayed or prevented by pandemics, epidemics, fire, flood, earthquake or similar natural disasters, riot, war, terrorism, civil strife, labor disputes or disturbances,

material shortages or rationing, governmental regulations, communication or utility failures, or casualties to the extent such default is beyond the reasonable control of such party.