

TSYS InfoCenter Terms and Conditions

Important Note: Merchant acknowledges and agrees that Member Bank and its affiliates have no obligation or liability whatsoever for: (1) the TSYS InfoCenter product (2) any actions or omissions of Processor with respect to the TSYS InfoCenter product, or (3) any claims or disputes arising out of the foregoing.

1. Merchant may not access TSYS InfoCenter without the express written consent of Processor.
2. TSYS InfoCenter displays information related to the Merchant's transaction processing activity between the Merchant and Processor via a web interface.
3. Processor will provide Merchant access to TSYS InfoCenter for the person(s) listed in the TSYS InfoCenter Access Application form(s) signed and submitted by Merchant. Access will be provided through a web site designated by Processor. Merchant agrees to pay all Fees associated with the TSYS InfoCenter product as stated in the completed and signed TSYS InfoCenter Access Application form(s). The Parties agree that any completed and signed TSYS InfoCenter Access Application form which is submitted shall be fully incorporated and made part of the Agreement.
4. Merchant is responsible for any electronic virus or viruses that may be encountered and is responsible for routinely scanning its computers and diskettes using a reliable virus product to detect and remove any viruses found.
5. Information is encrypted by Secure Sockets Layer (SSL) technology. Processor has made reasonable efforts to secure information, but does not guarantee security. Merchant is responsible for protecting access to TSYS InfoCenter. Access to and uses of password protected areas of TSYS InfoCenter are restricted to authorized users only. It is the Merchant's obligation to immediately notify Processor if its PIN has been lost or stolen or if there has been unauthorized access.
6. Merchant may terminate the use of TSYS InfoCenter Web Site or any authorized user of the website by providing Processor with written notification of said termination. The Parties agree that said written termination(s) shall be fully incorporated and made part of the Agreement. Merchant is fully responsible for terminating Merchant employee access. Processor may terminate Merchant access to the TSYS InfoCenter web site immediately upon notice to Merchant and said termination(s) shall be incorporated into the Agreement.
7. Processor is not liable for any direct, indirect, incidental, consequential, or special damages arising out of or in any way connected with access to or use of TSYS InfoCenter, even if Processor has been advised of the possibility of such damages, including liability associated with any viruses which may infect Merchant's computer(s).
8. THE SERVICE AND CONTENT FROM OR THROUGH TSYS INFOCENTER ARE PROVIDED "AS IS," "AS AVAILABLE," AND ALL WARRANTIES, EXPRESS OR IMPLIED, ARE DISCLAIMED (INCLUDING BUT NOT LIMITED TO THE DISCLAIMER OF ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE). THE INFORMATION HEREIN MAY CONTAIN BUGS, ERRORS, PROBLEMS OR OTHER LIMITATIONS. PROCESSOR ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY ERRORS OR OMISSIONS IN THE CONTENT CONTAINED ON THIS SITE.
9. Merchant's access to and use of TSYS InfoCenter is subject to all LAWS, as well as, all Card Brands' rules and regulations. Processor reserves the right to seek all remedies available at law and in equity for violations of the Agreement or any other applicable law, rule or regulation, including the right to block access from a particular Internet address to the designated web site.