

SkyTab Online Ordering Customer Terms of Use

These terms of use describe how Shift4 Payments, LLC and our affiliates including Harbortouch, LLC, Restaurant Manager, LLC, Positouch, LLC, FuturePOS, LLC, Independent Resource Network, LLC, which can be located at <https://www.shift4.com/promotional/s4-announcement.cfm> (collectively, “Shift4,” “us,” “we”) collect, use, disclose, transfer, store, retain, other otherwise process your information when you utilize SkyTab Online Ordering to complete a transaction with a Merchant.

Please read these terms of use carefully. By clicking “Continue,” and utilizing the SkyTab Online Ordering services, you are consenting to the terms described herein.

You also agree that Shift4 Payments, LLC, may update these terms of use from time to time by revising the terms located at <https://www.shift4.com/privacy.cfm>.

Digital Receipt

If you provide us with your contact information in order to use the SkyTab Online Ordering services, we and the Merchant may store the email address you provide. We use your email address to send you a receipt for your purchase, and in some circumstances, to send you promotional messages from other third parties that you may be interested in (subject to our legal obligations and your communication preferences). Digital receipts may contain additional messages, offers, or links that may be of interest to you. For example, you may be able to submit feedback to a Merchant, share your experience on social media, view your purchase history, join programs, visit websites, or take advantage of promotions. When you submit or share information through a receipt (such as submitting feedback), we may share that information with Merchants and you may receive responses. This notice does not describe the practices of Merchants that may receive or collect information from you. We encourage you to ask them about their privacy practices before providing any information to them.

Information Provided By You

We collect information you provide when you elect to utilize the SkyTab Online Ordering services, or otherwise utilize our services.

You may voluntarily provide Information to us, which includes email and/or your full name in connection with the services. Shift4 and its Affiliates may share this personal information with each other and use it consistent with these terms of use and our Privacy Policy, which may be found at the link above. We may also combine it with other information to provide and improve our products, services, content, and advertising. You are not required to provide the personal information that we have requested.

How We Use Information Your Information

Advertising and Marketing

- Marketing of our Services or those of our affiliates and/or third parties
- Communicating with you about opportunities, products, services, contests, promotions, discounts, incentives, surveys, and rewards offered by us and select partners;
- If we send you marketing emails, each email will contain instructions permitting you to “opt out” of receiving future marketing or other communications.

Other Uses

- To third-parties for the proposal, registration, and use of applications, services, products or promotions provided by third-parties and not by Shift4.
- For any other purpose disclosed to you in connection with our Services from time to time.
- Measuring, tracking, and analyzing trends and usage in connection with your use or the performance of our Services.

Sharing Your Information with Third Parties

We may share information about you as follows:

- With our Affiliates
- With our group companies and corporate Affiliates, for the purposes outlined above. The following is a list of the web addresses for our Affiliate/Brand companies:
 - Harbortouch.com
 - Isoprogram.com
 - Shift4partners.com
 - Shift4resellers.com
 - Merchantservices.com
 - Firstmerchantservices.com
 - Futurepos.com
 - Rmpos.com
 - Positouch.com
 - Pointofsale.com
 - Shift4.com
- With Third Parties
 - With third parties to provide, maintain, and improve our Services
 - With third parties that run advertising campaigns, contests, special offers, or other events or activities on our behalf or in connection with our Services.
 - With third parties for the proposal, registration, and use of applications, services, products or promotions provided by third-parties and not by Shift4.
 - With third parties that have integrated with Shift4's Services.

Business Transfers and Corporate Changes

- To a subsequent owner, co-owner, or operator of one or more of the Services; or
- In connection with (including, without limitation, during the negotiation or due diligence process of) a corporate merger, consolidation, or restructuring; the sale of substantially all of our stock and/or assets; financing, acquisition, divestiture, or dissolution of all or a portion of our business; or other corporate change.

Safety and Compliance with Law

- If we believe that disclosure is reasonably necessary (i) to comply with any applicable law, regulation, legal process or governmental request (e.g., from tax authorities, law enforcement agencies, etc.); (ii) to enforce or comply with our Terms of Service or other applicable agreements or policies; (iii) to protect our or our customers' rights or property, or the security or integrity of our Services; or (iv) to protect us, users of our Services or the public from harm, fraud, or potentially prohibited or illegal activities.

Aggregated and Anonymized Information

- We also may share (within our group of companies or with third parties) aggregated and anonymized information that does not specifically identify you or any individual user of our Services.

California Privacy Rights

- California law permits residents of California to request certain details about our disclosure of your personal information to third parties for direct marketing purposes during the immediately preceding calendar year. If you are a California resident and would like to request this information, please contact us at privacy@shift4.com.

INDEMNIFICATION, LIMITATION OF LIABILITY, WARRANTIES

LIMITATION OF LIABILITY

Shift4's liability under these terms of use, whatever the basis of liability, shall not exceed one thousand dollars (\$1,000.00) in the aggregate. In no event will Shift4, or its respective officers, agents, directors, affiliates, predecessors, successors, or employees, be liable for any indirect, special, or consequential damages including lost profits, revenues and business opportunities. IN NO EVENT SHALL SHIFT4 OR ANY OF ITS RESPECTIVE AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR SUBCONTRACTORS, BE LIABLE UNDER ANY THEORY OF TORT, CONTRACT STRICT LIABILITY OR OTHER LEGAL THEORY FOR LOST PROFITS, LOST REVENUES, LOST BUSINESS OPPORTUNITIES, EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, OR FOR ANY INTERRUPTION OR LOSS OF USE, DATA, VIRUSES, BUSINESS OR PROFITS, EACH OF WHICH IS HEREBY EXCLUDED BY AGREEMENT OF YOU AND SHIFT4, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORSEEABLE OR WHETHER ANY PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

INDEMNIFICATION

You shall hold harmless and indemnify Shift4, and its affiliates, officers, directors, agents, representatives and its employees harmless from: (i) any claim relating to a dispute between you and a Merchant; or (ii) all claims by third parties arising out of these terms of use

THE SERVICES ARE PROVIDED "AS IS," "AS AVAILABLE," AND ALL WARRANTIES, EXPRESS OR IMPLIED, ARE DISCLAIMED BY SHIFT4 AND ITS CONTRACTORS, INCLUDING BUT NOT LIMITED TO, THE DISCLAIMER OF ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. SHIFT4 ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY ERRORS OR OMISSIONS IN THE CONTENT.

BINDING ARBITRATION AND CLASS ACTION WAIVER

You (customer) and Shift4 waive their rights to sue before a judge or jury and to participate in a class action, class-wide arbitration, private attorney general action, or any other proceeding in which a party acts in a representative capacity. Instead, any claim or dispute will be resolved on an individual basis by a neutral arbitrator whose decision (called an “award”) will be final except for a limited right of review under the Federal Arbitration Act. The arbitrator may not consolidate proceedings or join them together without the consent of all parties to all proceedings.

GENERAL PROVISIONS

Governing Law and Place to Resolve Disputes. This Agreement and all claims or disputes arising out of or relating to any aspect of the relationship between you and Shift4 and our Affiliates (including without limitation (A) this Agreement, the services provided, any Shift4 product or service, and any discount, fee, charge, assessment, or payment, whether based in contract, tort, statute, regulation, fraud, misrepresentation, omission, or any other theory; (B) that arose before this Agreement became effective (including claims or disputes relating to advertising); or (C) that arise after the termination of this Agreement but relate to one of the matters this Agreement covers) will be governed by the law of your state of residence, without regard to its conflict-of-laws principles, and applicable federal law if brought against Shift4.

Severability. If any provision of this Agreement is held invalid or unenforceable by any court of final jurisdiction, it is the intent of the parties that all other provisions of this Agreement be construed to remain fully valid, enforceable, and binding on the parties.

QUESTIONS

- If you have any questions or concerns about these terms of use or if you would like to make a complaint about a possible breach of applicable privacy laws, please contact us at privacy@shift4.com. You can always contact us by phone, or through our website.
- When a question or access request is received we have a team which seeks to address the specific concern or query which you are seeking to raise. Where your issue may be more substantive in nature, more information may be sought from you. All such substantive contacts receive a response. If you are unsatisfied with the reply received, you may refer your complaint to the relevant regulator in your jurisdiction. If you ask us, we will endeavor to provide you with information about relevant complaint avenues which may be applicable to your circumstances.