

Sales: 877-876-
8776
(tel:18778768776)

Support: 877-
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Terms and Conditions

LAST UPDATED: February 23, 2022

These Terms and Conditions apply to the use of services and platforms and technologies provided by Stax Payments or on behalf of Stax Payments “services” to users. In this document Fattmerchant, Inc., d/b/a Stax a Delaware corporation may refer to ourselves as “Stax”, “we”, “us”, “our”. We may refer to consumers of Stax services as “you”, “your”, “Merchant” or “users”.

Your access to and use of the Service is conditioned upon your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who wish to access or use the Service.

By accessing or using the Service you agree to be bound by these Terms. If you disagree with any part of the terms then you do not have permission to access the Service. Merchants and consumers of the services shall also be bound by terms and conditions which apply to Payment Gateways, Processors, or as part of Payment Facilitation.

SUBSCRIPTIONS

Some parts of the Service are billed on a subscription basis (“Subscription(s)”). You will be billed advance on a recurring and periodic basis (“Billing Cycle”). Billing cycles are set on a monthly ba



At the end of each Billing Cycle, your Subscription will automatically renew under the exact same conditions unless you cancel it or Stax cancels it. You may cancel your Subscription renewal either through your online account management page or by contacting Stax's customer support team.

A valid payment method, including credit card, is required to process the payment for your Subscription. You shall provide Stax with accurate and complete billing information including full name, address, state, zip code, telephone number, and a valid payment method information. By submitting such payment information, you automatically authorize Stax to charge all Subscription fees incurred through your account to any such payment instruments.

Should automatic billing fail to occur for any reason, Stax will issue an electronic invoice indicating that you must proceed manually, within a certain deadline date, with the full payment corresponding to the billing period as indicated on the invoice.

FEES AND FEE CHANGES

Stax may, in its sole discretion, implement monthly itemized fees for certain services or features upon notice to Merchant. Unless a Merchant provides notice or opts out of these features and their corresponding fees, Sub-Merchant agrees to be billed for these amounts.

Stax may, in its sole discretion and at any time, modify the Subscription fees for the Subscriptions. Any Subscription fee change will become effective at the end of the then-current Billing Cycle.

Stax will provide you with a reasonable prior notice of any change in Subscription fees to give you an opportunity to terminate your Subscription before such change becomes effective.

Your continued use of the Service after the Subscription fee change comes into effect constitutes your agreement to pay the modified Subscription fee amount.

REFUNDS

Certain refund requests for Subscriptions may be considered by Stax on a case-by-case basis and granted in sole discretion of Stax.

ACCOUNTS

When you create an account with us, you guarantee that you are legally permitted to open the account and enter into contract with the service and that the information you provide us is accurate, complete, and current at all times. Inaccurate, incomplete, or obsolete information may result in the suspension or immediate termination of your account on the Service.

You are responsible for maintaining the confidentiality of your credentials (account and password), yourself as well as individuals granted access by you to perform actions on your behalf. The



yourself as well as individuals granted access by you to perform actions on your behalf. The confidentiality of your credentials includes, but is not limited to, maintaining the security of your electronic devices such as mobile devices and computers and other credentials such as email which may be used to gain access to the Service. You agree to accept responsibility for any and all activities or actions that occur under your account and/or password, whether your password is with our Service or a third-party service. You must notify us immediately upon becoming aware of any breach of security or unauthorized use of your account or accounts which have access to act on your behalf

You may not use as a username the name of another person or entity or that is not lawfully available for use, a name or trademark that is subject to any rights of another person or entity other than you, without appropriate authorization. You may not use as a username any name that is offensive, vulgar or obscene.

LINKS TO OTHER WEBSITES

Our Service may contain links to third party web sites or services that are not owned or controlled by Stax ("Third Party Sites").

Stax has no control over, and assumes no responsibility for the content, privacy policies, or practices of any Third Party Sites. We do not warrant the offerings of any of these entities/individuals or their websites.

You acknowledge and agree that Stax shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such Third Party Sites.

We strongly advise you to read the terms and conditions and privacy policies of any Sites prior to their access or use.

THIRD PARTY SERVICES AND MATERIALS

Parts and features of our Service may include, incorporate or integrate with third party software and other third party components and materials ("Third Party Materials") that are available to you subject third party license terms. Similarly, parts and features of our Service enable you to import, export and otherwise utilize information to, from and between our Service and certain third party software services ("Third Party Services").

By using our Service, you agree to allow Stax to transfer the content and information you provide to and from the Third Party Services. You acknowledge and agree that Stax cannot control and shall not be responsible to you for any damage or loss you suffer through the use of any Third Party Materials or Third Party Services. Any use of our Service with any Third Party Materials or Third Party Services is done at your risk and any agreement for your use of Third Party Materials or Third Party Services is between you and the owner or provider of such Third Party Materials or Third Party services. You should review the policies and terms of use of all Third Party Materials and Third Party Services to their access or use. No policies or terms of any Third Party Materials or Third Party Services shall



modify these Terms. You acknowledge and agree that Stax might suspend, modify or terminate any access to, integration with or incorporation of any Third Party Materials or Third Party Services at any time in its discretion. No access to, integration with or incorporation of any Third Party Materials or Third Party Services made with or through our Service means Stax has any affiliation, sponsorship, endorsement, approval, investigation, verification or monitoring by any third party owners or providers of such Third Party Materials or Third Party Services.

You agree not to, directly or indirectly: (a) reverse engineer, decrypt, decompile, decode, disassemble, or otherwise attempt to obtain the source code to any Third Party Materials or Third Party Services, (b) rent or time share or host any Third Party Materials or Third Party Services, (c) remove or destroy any copyright or trademark notices, proprietary markings or confidential legends placed upon or contained within any Third Party Materials or Third Party Services, (d) engage in any activity with our Service and/or any Third Party Materials or Third Party Services that interferes with, disrupts, damages, or accesses in an unauthorized manner the servers, networks, or other properties or services of any third

party, (e) use our Service and/or any Third Party Materials or Third Party Services in any way in furtherance of criminal, fraudulent, or other unlawful activity. You agree to hold Stax harmless from any damage or loss suffered by Stax from any violation by you of any of the preceding.

TERMINATION

Stax may at our discretion terminate or suspend access to your account. Access may be terminated for multiple reasons including but not limited to the breach of the terms and conditions and misuse. Prior notice is not required in order to terminate access to the service.

Should you wish to terminate usage of the service, you must notify Stax in writing and you are responsible for any outstanding fees which have been accumulated up to that point.

All provisions of the Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

PAYMENT PROCESSING

In order to ensure the highest level of protection for Institution and End User payment information, Stax may rely upon a third party for payment processing services (the "Payment Processor") which all users must enter into agreement as a customer of Stax.

BY AGREEING TO THIS AGREEMENT OR BY CONTINUING TO USE THE SERVICES, YOU AGREE TO BE BOUND BY THE MERCHANT SERVICES AGREEMENT, AS THE SAME MAY BE MODIFIED FROM TIME TO TIME, OR ANY OTHER APPLICABLE AGREEMENTS RELATED TO YOUR PAYMENT PROCESSING PROVIDER FROM TIME TO TIME.



Merchants on-boarded through FIS are required to review and agree to the terms and conditions found [here \(http://info.vantiv.com/rs/048-BUR-972/images/npc-merchant-processing-agreement-gen.1119-fv.pdf\)](http://info.vantiv.com/rs/048-BUR-972/images/npc-merchant-processing-agreement-gen.1119-fv.pdf).

Merchants on-boarded through Priority Payment Systems are required to review and agree to the terms and conditions found [here \(https://prioritypaymentsystems.com/manuals/PPS0714programguide.pdf\)](https://prioritypaymentsystems.com/manuals/PPS0714programguide.pdf).

Merchants on-boarded through the Payment Facilitation process are required to review and agree to the terms and conditions found [here \(https://docs.google.com/document/d/1aP7a0bfPNFTlc7dgjqM0sJSWSDmlg8Tz/edit?usp=sharing&oid=113465874388778406036&rtpof=true&sd=true\)](https://docs.google.com/document/d/1aP7a0bfPNFTlc7dgjqM0sJSWSDmlg8Tz/edit?usp=sharing&oid=113465874388778406036&rtpof=true&sd=true).

INDEMNIFICATION

You agree to defend, indemnify and hold harmless Stax and its licensee and licensors, and their employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney fees), resulting from or arising out of a) your use and access of the Service, by you or any person using your account and password, b) a breach of these Terms, or c) your use of any Third Party Materials or Third Party Services.

LIMITATION OF LIABILITY

IN NO EVENT SHALL STAX NOR ITS DIRECTORS, EMPLOYEES, PARTNERS, AGENTS, SUPPLIERS, OR AFFILIATES, BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM (I) YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE SERVICE; (II) ANY CONDUCT OR CONTENT OF ANY THIRD PARTY ON THE SERVICE; (III) ANY CONTENT OBTAINED FROM THE SERVICE; (IV) YOUR ACCESS TO OR USE OF ANY THIRD PARTY SERVICES OR THIRD PARTY MATERIALS, WHETHER OR NOT USED OR ACCESSED THROUGH OUR SERVICE AND (V) UNAUTHORIZED ACCESS, USE OR ALTERATION OF YOUR TRANSMISSIONS OR CONTENT, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY, WHETHER OR NOT WE HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. IN NO EVENT WILL THE AGGREGATE LIABILITY OF STAX, ITS DIRECTORS, EMPLOYEES, PARTNERS, AGENTS, SUPPLIERS, OR AFFILIATES UNDER THESE TERMS EXCEED THE TOTAL AMOUNT OF FEES PAID BY YOU FOR YOUR USE OF OUR SERVICE.

DISCLAIMER

Your use of the Service is at your sole risk. The Service is provided on an "AS IS" and "AS AVAILABLE" basis.



basis. The Service is provided without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, applicability to specific use case, non-infringement or course of performance.

The Service provided through Stax, its subsidiaries, affiliates, partners and licensors have been designed with reasonable diligence in accordance with applicable regulations and industry standards. The Service provides no assurance of lack of errors, service disruption, misuse by users and unauthorized parties, or unintended events which could have undesired effects on the Service or you. Stax at its sole discretion will prioritize or defer changes to the application as a result of identified defects. Any representation or warranty of or concerning any Third Party Services or Third Party Materials is strictly between you and the owner or provider of such Third Party Services or Third Party Materials.

EXCLUSIONS

Some jurisdictions do not allow the exclusion of certain warranties or the exclusion or limitation of liability for consequential or incidental damages, so the limitations above may not apply to you.

GOVERNING LAW

These Terms shall be governed and construed in accordance with the laws of Florida, United States, without regard to its conflict of law provisions.

Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between us regarding our Service, and supersede and replace any prior agreements we might have had between us regarding the Service.

HIPAA

The service has been designed to facilitate the taking of payments. When used as intended the Service does not require to enter into a formal Business Associate Agreement between the service and covered entities and other business associates as excluded by “45 CFR 164.502(e), 164.504(e), 164.532(d) and (e)”. The service is not intended as an electronic medical records (EMR) system, and should only be used as intended.

CHANGES

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material we will provide at least 30 days notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

By continuing to access or use our Service after any revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, you are no longer authorized to use the Service.



CONTACT US

If you have any questions about these Terms, please [contact us. \(https://staxpayments.com/contact/\)](https://staxpayments.com/contact/).

Contact Us (/contact)

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Orange, CA 92866

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[. \(https://paymentdepot.com\)](https://paymentdepot.com)

Payment Depot is a credit card processor that saves you hundreds every year on credit card processing fees.



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[\(https://twitter.com/paymentdepot\)](https://twitter.com/paymentdepot)



[\(https://www.linkedin.com/company/paymentdepot/\)](https://www.linkedin.com/company/paymentdepot/)



TrustScore **4.6**
1,229 reviews



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