

Third Party Payment Processing Terms and Conditions

Effective as of: July 1, 2019

iHotelier® Payment Processing enables hotels to validate credit cards and capture deposit payment for bookings made through iHotelier® Booking Engine 4.0™ and iHotelier® Call Center at time of confirming a booking (“**Payment Processing Services**”). To facilitate Payment Processing Services, TravelClick integrates to third party Payment Service Providers. For avoidance of doubt, TravelClick is not a Payment Provider. Customer may select from a TravelClick defined list of integrated Partner Payment Providers to implement the Payment Processing Services.

“**Payment Provider**” means any service provider that is integrated with TravelClick systems and entered into a Referral Agreement with TravelClick for Payment Processing Services.

1. Customer agrees to:
 1. enter into an agreement with the Payment Provider;
 2. provide Payment Providers with any required (Know Your Customer) information and documentation;
 3. provide TravelClick with the payment processing account credentials issued by the Payment Provider for implementation;
 4. define the necessary Business Rules relating to the Payment Processing within iHotelier®;
 5. notify consumers that iHotelier® and the hotel’s Payment Providers store their credit card information on the hotel’s behalf to enable the hotel process their reservation and related charges, including in the event of a no-show or cancellation.
2. TravelClick will only support payment processing for reservations made through iHotelier® Booking Engine 4.0™ and iHotelier® Call Center. TravelClick will not support payment processing for any other reservations or reservation channels (i.e. iHotelier® GDS and TravelClick® Channel Management).
3. Payment processing services will be provided AS IS and only available through existing payment gateways established by TravelClick. TravelClick will not integrate with a payment provider of merchant's choice nor will it upgrade existing integration to add new features as per customer requests and will not be modified to support custom payment processing requests.
4. Payment processing doesn't include downstream processing of payment (e.g. sending tokens and/or CVV codes to PMS).
5. TravelClick cannot guarantee merchant acceptance by the acquiring bank, payment processor or payment gateway. Customer is subject to a Know Your Customer (KYC) process and other acceptance criteria imposed by payment provider and acquiring banks, and payment processing schemes. If a customer is rejected, they may consider another available Payment Provider from the existing payment providers. If Customer does not accept any of the payment providers, the applicable payment processing fees will be removed from the bundle and payment processing will no longer be provided by TravelClick.
6. Customer understands that TravelClick is not responsible for any payment processing implementation delays caused by the Payment Provider or Customer.
7. Customer agrees to handle all communication and troubleshooting directly with their relevant Payment Provider for due diligence (to confirm support of a certain acquiring bank, payment method, or any other payment feature), implementation, onboarding and ongoing support.
8. TravelClick shall not enter into possession of the funds to be transferred to Customer (the merchant of record).

9. TravelClick makes neither a warranty nor a commitment that a Merchant Third Party will be able to perform or support any or all of the purposes for which the Merchant Data shall be made available and will not be responsible or liable for any transactions processed by a Payment Provider nor for any possible fines for the non-compliance by Merchant or any Payment Provider with Card Scheme rules.
10. Customer hereby agrees that TravelClick is not liable in any way to Customer arising from or related to (directly or indirectly) Payment Provider and/or the services provided by Payment Provider including but not limited to Processor Damages (defined below), any act or omission by Payment Provider, Payment Provider's violation of applicable law or regulation, data breach, and/or Payment Provider's violation of PCI DSS or other applicable industry standard.
11. Under no circumstances will TravelClick be liable in any way for any failed customer transaction, fine or revenue loss or other loss, cost or expense arising from new PSD2 compliance requirements.
12. Customer further agrees that if there are any liabilities, obligations, damages, penalties, claims, actions, liens, costs, charges, losses and expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses and consultants) arising from or related to (directly or indirectly) Payment Provider and/or the services provided Payment Provider impacting a Party (collectively, "**Processor Damages**"), then Customer will pursue Payment Provider under its respective agreement with Payment Provider ("**Processing Agreement**"). However, if Payment Provider violates law or regulation or PCI requirements or has a data breach, then Customer agrees that it will include all costs, expenses and losses of TravelClick in seeking compensation, including but not limited to indemnification, from Payment Provider under the Processing Agreement.