

Restaurant Terms

iMerchant Direct Restaurant Service Description

Restaurant Creation Terms

iMerchant Direct Restaurant is a full-scale point-of-sale system built specifically for restaurants, and customized to fit and grow with your business. Your iMerchant Direct implementation fee includes onsite installation along with remote system configuration, staff training, and go-live support.

During the menu build and system configuration process, our team will be in close communication with you to build your custom menu and configure your POS system to fit your specific requirements, with as many users and software integrations as you need.

Restaurant Installation Terms

Onsite installations are performed Monday through Thursday, between the hours of 7:30am and 7:00pm, Eastern Standard Time. Any onsite installation work performed outside standard installation hours will incur additional service fees.

Menu Verification and Site Readiness are crucial components to a successful system installation. You are responsible for completing a Menu Verification call and confirming how the menu is built before we ship out the system. Additionally, you are responsible for ensuring your site is ready for installation before iMerchant Direct technicians arrive onsite. If our technicians arrive onsite and are unable to install the system due to lack of site readiness, you will incur additional service fees. iMerchant Direct Restaurant site readiness requirements can be found [here](#).

Cabling costs are not included in your implementation fee and must be completed as part of your site readiness preparations. iMerchant Direct does not perform cabling services, but we can help identify a local provider, upon request.

Restaurant Installation Cancellation Terms

Once installation and go-live dates are scheduled, there is a seven (7) day cancellation window. Canceling within seven (7) days of the onsite service appointment will result in a service fee for each previously scheduled installation day.

Cisco Meraki Router and Data Usage Terms

Cisco Meraki routers and LTE data access service plans are provided for iMerchant Direct Restaurant usage only. Cisco Meraki routers shall not be tempered with or used for personal use. Personal use includes, but is not limited to, video streaming and internet browsing. Additionally, the use of external devices not provided by iMerchant Direct, such as personal routers and computers, is prohibited.

iMerchant Direct will provide one (1) gigabyte of LTE access each calendar month, to be used as backup connectivity for iMerchant Direct Restaurant in the event that internet access is limited or disrupted at the business location. LTE backup data is not intended to replace your internet service provider, and may not be used for personal use or as a wireless guest network. Personal use includes, but is not limited to, video streaming and internet browsing. In the event where backup data usage exceeds one gigabyte in a period of one month, iMerchant Direct has the right to charge for data overages at a rate of \$15 per additional gigabyte or 1.46 cents per additional megabyte.

Misuse of Cisco Meraki router and backup LTE data will result in merchant assuming full liability for data breaches, computer viruses, replacement equipment costs, and any other unintended consequences.

Restaurant Ongoing Technical Support Terms

Once your Restaurant POS has been fully implemented, we will continue to provide unlimited 24/7 phone support at no cost. Restaurant POS is designed with flexible software that is easy to configure, and includes automatic, cloud-based software updates.

Standard Restaurant POS Fees

iMerchant Direct restaurant fees are automatically debited from your account according to the timeline outlined below; we will never ask you to make a payment through cash or personal check.

An initial deposit of \$400 is charged upon your application's approval by the iMerchant Direct Underwriting team. This deposit is fully refundable up until your installation date, and is deducted from the final cost of your Restaurant POS hardware. The remaining hardware costs will be charged on your installation date, along with your implementation fee, shipping & handling costs and sales taxes.

The monthly POS service fee includes software licensing fee, software updates and 24/7 technical support. Your monthly POS service fees will be automatically deducted at the beginning of each month following your installation date.

Restaurant POS Contract & Cancellation Terms

Your Restaurant POS and processing agreement is on a month-to-month contract that you may cancel at any time. If you wish to cancel your Restaurant POS contract with iMerchant Direct,

you can request cancellation by emailing restaurant@iMerchant Direct.com or calling us during regular business hours at 877-871-4641 anytime Monday-Friday between 9am and 6pm EST.

Should you cancel your iMerchant Direct Restaurant relationship within one year of installation, you will be required to pay iMerchant Direct the difference between your initial purchase amount and the full List Price of all hardware purchased.

Should you cancel your iMerchant Direct Restaurant relationship after one year of installation, you own the equipment and therefore are just required to give notification.

Should you wish to continue to use your iMerchant Direct Restaurant system, but partner with a different payment processor, you will pay a \$995 conversion fee and your software license costs will double.

Please view additional Terms & Conditions at <https://www.iMerchant Direct.com/legal/merchant>