



## TERMS OF USE

These Terms of Use are intended for those accessing or using the website [www.enterpays.com](http://www.enterpays.com) including all displayed information and material (the “Site”). The Site is owned and operated by Enterpays Global Paymet Solutions Limited and its affiliates (“we” or “us”). The Terms of Use are a legally binding agreement between you (“you” and/or “user”) and us.

### ACCESSING OR USING THE SITE

By accessing or using this Site you consent and agree to comply with these Terms of Use as they may be amended by us from time to time.

### **IF YOU DO NOT AGREE TO THE TERMS OF USE, PLEASE STOP ACCESS OR USE OF THE SITE IMMEDIATELY AND REFRAIN FROM ACCESS OR USE IN THE FUTURE.**

We encourage you to review these Terms of Use carefully and to periodically refer to them so that you understand them and the subsequent changes, if any. We reserve the right to change the Terms of Use at our sole discretion with immediate effect and we will post a note as to the last date these Terms of Use were revised.

Users of the Site are not warranted that their use shall be uninterrupted or free of any errors. We reserve the right to temporarily or permanently, entirely or partially, discontinue, suspend, remove and/or change the Site and any of its contents at any time and in our sole discretion without prior notice. We do not commit to keeping the Site up to date or to making the Site or all products or services available at all times, in all territories and/or to all users. We may restrict or limit without notice your access to the Site or parts thereof at our sole discretion and without liability.

The products and services described on our Site are each subject to their respective terms and conditions or agreements and, where there is a conflict, those other terms and conditions or agreements will take precedence over these Terms of Use.

Please note that these Terms of Use limit our liability and that we do not provide warranties for the Site or its contents. It also limits your remedies.

## **ALLOWED USE OF THE SITE AND CONTENTS**

The Site and all its contents and functions available to you are provided “as is” and “as available” for your information and personal use only. Subject to your acceptance of and compliance with these Terms of Use, we grant you a personal, non-commercial, revocable, non-exclusive, non-assignable right to use of the Site and its contents solely for your private purposes and always in accordance with the Terms of Use and the applicable law. Without limitation, you are not granted the right to manipulate or in any other way change the Site or the contents.

You are forbidden from using the Site or any of its content or permitting or assisting others to use the Site or any of its contents for any other purpose except for those explicitly described in the previous paragraph, the Terms of Use or with our prior written consent. Any misuse of the Site and contents (including but not limited to printed copies thereof) contradictory to these Terms of Use or applicable law is a violation of this Agreement and intellectual property laws, is strictly prohibited and may lead to termination of your right to access or use the Site and contents, as well as lead to legal action.

You agree that you may not use, copy, modify, adapt, distribute, transmit, translate, display or otherwise exploit the Site for any other purposes whatsoever without our prior written consent. You may download or print a copy of the Site for personal use only.

You also agree to not remove, obscure, or alter any copyright notice, trademarks, or other proprietary rights notices affixed to or contained within or accessed in conjunction with or through the Site.

We reserve all rights not expressly granted in and to the Site.

## **VIRUSES**

We do not guarantee that the Site will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programmes and platform in order to access the Site. You should use your own virus protection software.

You must not misuse the Site by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to the Site, the server on which the Site is stored or any server, computer or database connected to the Site. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack.

We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of the Site or to your downloading of any content on it, or on any website linked to it.

## **INTELLECTUAL PROPERTY RIGHTS**

You hereby acknowledge and agree that all information, content and material contained in the Site are exclusively owned by us or our affiliates, partners, suppliers or licensors and are protected by intellectual property laws and/or international treaty provisions. You acknowledge that we own or are licensed to use all rights, titles and interests in and to the Site and contents including without limitation all intellectual property rights therein and thereto. “Intellectual property rights” means any and all rights existing from time to time under patent law, copyright law, trade secret law, trademark law, unfair competition law, whether or not registered or capable of registration, and whether subsisting in any specific country or countries or any other part of the world, and any and all other proprietary rights as may be updated and expanded from time to time.

You acknowledge that under no circumstances do you acquire any title or interest to any part of the Site or its contents.

You may not reproduce, store, share, distribute or use any of the information, content and material contained in the Site, in whole or in part, without our and the respective owner’s prior written permission.

## **TRADEMARKS**

The Enterpays name and logos are trademarks of Enterpays Global Payment Solutions Limited and our affiliates and subsidiaries.

Other marks, graphics, icons, names and logos used or displayed on or through the Site and the described or offered products or services are trademarks, trade dress and/or service marks of us and our affiliates and subsidiaries or otherwise are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by us.

You may not copy or use any of the aforementioned trademarks, trade dress and/or service marks, in whole or in part, without our and the respective owner's prior written permission.

You may not use any metatags or any other "hidden text" utilizing any of the aforementioned trademarks, trade dress and/or service marks without the prior written permission of Enterpays Global Payment Solutions Limited or the respective owner.

## **INFORMATION ON THE SITE**

You must not accept information on the Site as comprehensive nor should you rely on the information presented in the Site for business or legal decisions. **ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US OR THROUGH OR FROM THE SITE SHALL NOT CREATE ANY WARRANTY, SHOULD NOT BE RELIED UPON FOR BUSINESS OR LEGAL DECISIONS AND YOU SHOULD CONSULT AN APPROPRIATE PROFESSIONAL FOR SPECIFIC ADVICE TAILORED TO YOUR PARTICULAR SITUATION.** Any forward-looking statements made on the Site are based on our best judgment but are subject to a number of uncertainties as well as events beyond our control.

You understand and agree that your access and use of the Site and its contents are entirely at your own discretion and at your own risk and that you will be solely responsible for any damages that may result from such access and use.

## **THIRD PARTY PRODUCTS AND LINKS TO OTHER WEBSITES**

The Site may contain third party offers, products and services and links to other websites. By choosing these, you will be leaving our Site and receiving/using products and services from third parties or transferred to online merchants or other third party sites, all of which are not under our control, are not monitored or reviewed by us.

Inclusion of a link to third party website, product or service is for your convenience only and such inclusion does not imply affiliation, endorsement or adoption by us. If we share information with third parties we shall do so in compliance with our Privacy and Cookies Policy. Third party products, services or sites may contain information or material that is illegal, unreasonable or that some people may find inappropriate or offensive.

You acknowledge that we assume no responsibility or liability whatsoever for such third party products or services or to the content or privacy practices of those third parties, and that these Terms of Use and Privacy and Cookies Policy do not apply to the third party products, services or websites or to information collected by such third parties.

Before using third party sites, you should read and understand those sites'/product's/services' terms and conditions and privacy policies to ensure you agree to their terms.

You are knowingly and voluntarily assuming all risks of using third party products, services and sites and that we shall have no liability whatsoever with respect to such third party sites, products and services and your usage of them.

## **LINKS TO THIS SITE**

You may create links to this Site from other websites in as much as it is clear that we do not endorse you or your activity, business, products or services and that you and us are not affiliated in any way.

We reserve the right to withdraw linking permission without notice.

## **DISCLAIMER**

The Site and contents available to you are provided on an “as is” and “as available” basis with no warranties whatsoever. We and our affiliates, partners, licensors, suppliers and the respective directors, employees, agents and shareholders (jointly: the “Enterpays parties”) do not assume any liability whatsoever and disclaim any responsibility for any consequences resulting from your access or use of the Site and contents.

You understand and agree that your access and use of the Site and its contents are entirely at your own discretion and at your own risk and that you will be solely responsible for any consequences resulting from your access or use of the Site and contents.

The Enterpays parties specifically and explicitly disclaim to the fullest extent permitted by law any and all representations, guarantees and warranties (expressed, implied, statutory or otherwise) with respect to the Site and contents, including, without limitation, warranties as to accuracy, performance, merchantability, fitness for a particular purpose, and non-infringement. The Enterpays parties also disclaim any warranties and liability regarding the accuracy, completeness, security, reliability, timeliness, and performance of the Site and contents.

Some countries and jurisdictions do not allow the exclusion or disclaimer of certain terms or warranties, so the above exclusions in whole or in part may not apply in full in your country or jurisdiction. If the above exclusions are not fully enforceable under applicable law, they will apply to you to the extent they are enforceable. You may also have other rights that vary from country to country and jurisdiction to jurisdiction.

## **LIMITED LIABILITY**

Nothing in the Terms of Use excludes or limits liability for death or personal injury arising from negligence, or for fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited under applicable law.

In as much as enforceable under applicable law, in no event shall any of the Enterpays parties be liable for any damage whatsoever including but not limited to any (i) direct; (ii) indirect; (iii) consequential; (iv) special; (v) exemplary; (vi) punitive; or (vii) incidental damages; including but not limited to damages for loss of income or profits, business interruption, loss of business information, loss of goodwill or reputation (and the like), whether such claim is based on warranty, contract, tort (including negligence), or otherwise, and even if the Enterpays parties, jointly or separately, have been advised of the possibility of such damages or loss.

Such limitation of liability shall also apply whether the damages arise from use, misuse, inability to use and reliance on the Site and contents, or from the interruption, suspension, or termination of the access or use of the Site and contents for any reason. Such limitation shall apply notwithstanding a failure of essential purpose of any limited remedy and to the fullest extent permitted by law.

Some countries and jurisdictions do not allow the exclusion or disclaimer or limitation of liability of certain types of damages, so the above exclusions may not apply to you in your

country or jurisdiction. If the above exclusions are not enforceable under applicable law, the aggregate liability of the Enterpays parties shall under no circumstances whatsoever exceed one hundred U.S. dollars (\$100). You may also have other rights that vary from country to country and jurisdiction to jurisdiction.

Without prejudice to the other provisions of the Terms of Use, while these limitations of liability provisions use the Enterpays parties definition, the Enterpays parties will not have any joint and several responsibilities or liabilities (i.e. no member of the Enterpays parties shall be responsible for the damages and losses caused by another member).

## **GOVERNING LAW AND DISPUTES**

The Site can be accessed from numerous places and countries around the world. That shall not be understood as venue or consent to that local jurisdiction as we did not avail ourselves to any other local jurisdiction other than the one stated and expressly implied in these Terms of Use.

The construction, validity and performance of these Terms of Use and any claim or dispute arising out of them shall be governed in all respects by the laws of England and Wales. The United Nations Convention on Contracts for the International Sale of Goods will not apply to these Terms of Use. The competent courts in London, England, shall have exclusive jurisdiction in any legal matter arising from or related to the Site and these Terms of Use. However, this shall not prevent us from bringing any action in the court of any other jurisdiction for injunctive or similar relief.

## **MISCELLANEOUS PROVISIONS**

**ENTIRE AGREEMENT.** These Terms of Use and any supplemental or incorporated documents or policies constitute the entire agreement between the parties with respect to the subject matter hereof and supersede and replace all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter. Any waiver of any provision of these Terms of Use will be effective only if in writing and signed by us.

**NO WAIVER.** Failure or delay by us to exercise any right, power or remedy under these Terms of Use or to require or enforce strict performance by you of any provision of these Terms of Use, the Privacy and Cookies Policy and any supplemental or incorporated

documents or policies shall not be construed as a waiver or relinquishment of any such right, power or remedy.

LANGUAGE. Where we provide you with a translation of the English language version of the Terms of Use, Privacy and Cookies Policy or any other document, you agree that the translation is provided for your convenience only, does not come to modify the English version and that the English language versions govern.

SEVERABILITY. All the provisions of these Terms of Use Agreement are distinct and severable. If any provision of these Terms of Use (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, unenforceable or illegal, this shall not impair the operation of these Terms of Use or affect the other provisions which are valid.

ASSIGNMENT. You may not novate, assign, transfer or sub-contract any rights or obligations under these Terms of Use or any part thereof without our advance written consent.

## **ADDITIONAL INFORMATION QUESTIONS:**

Should you have other questions or concerns about these Terms of Use, please contact us at [hello@enterpays.com](mailto:hello@enterpays.com)