

## Paymentez Terms and Conditions

**IMPORTANT** – You are about to download, install, or use the Paymentez proprietary software and monetization platform for the purchase of virtual credits or virtual goods. This Terms and Conditions Agreement ("Agreement") is made by and between **PAYMENTEZ A HOLDINGS, LLC – PAYMENTEZ EUROPE LTD ("PAH")** and **you ("you" or "your")**. This Agreement contains the terms and conditions that govern your use of this Web Site and the use of the Paymentez Platform.

BY CLICKING THE "I AGREE" BUTTON OR BY ACCESSING or using the Paymentez monetization platform and/or VISITING, BROWSING OR USING ANY PART OF THIS WEB SITE, YOU AGREE THAT YOU HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY THIS AGREEMENT. IF YOU DO NOT AGREE TO BE BOUND BY THIS AGREEMENT, DO NOT ACCESS OR USE ANY PART OF THIS WEB SITE, ITS PRODUCTS OR SERVICES.

PAH RESERVES THE RIGHT, FROM TIME TO TIME, WITH OR WITHOUT NOTICE TO YOU, TO MAKE CHANGES TO THIS AGREEMENT IN PAH'S SOLE DISCRETION. CONTINUED USE OF ANY PART OF THIS WEB SITE AND/OR THE PAYMENTEZ PAYMENT PLATFORM CONSTITUTES YOUR ACCEPTANCE OF SUCH CHANGES. THE MOST CURRENT VERSION OF THIS AGREEMENT, WHICH SUPERSEDES ALL PREVIOUS VERSIONS, CAN BE REVIEWED BY CLICKING ON THE "TERMS OF USE" HYPERLINK LOCATED AT THE BOTTOM OF THE HOMEPAGE ON THE PAYMENTEZ.COM WEB SITE.

**Purpose.** The Paymentez Platform is intended to provide a mechanism whereby end-users of virtual credits may purchase Paymentez virtual credits ("Virtual Credits") to be used by such end-users to purchase Virtual Merchandise on Virtual Worlds including but not limited to online social media applications on various social networks. This Agreement binds you and other Paymentez users to a code of ethical conduct intended to achieve this purpose.

**Definitions.** "IP Rights" shall mean any intellectual property right, including patents, patent applications, trademarks, trademark applications, copyrights, trade secrets, licenses, domain names, mask works, information and proprietary rights and processes, whether arising by Laws, contract, license, or otherwise, and any other similar or equivalent proprietary rights anywhere in the world, whether now known or hereafter existing.

"Laws" shall mean any applicable international, foreign or domestic law (whether federal, state or local) including any treaty, statute, common law, judicial decision, order, rule, regulation or ordinance (or equivalent in foreign countries).

"LATAM" shall mean Latin America, specifically the countries of Central and South America and Mexico.

“Paymentez” or “The Paymentez Platform” shall mean PAH’s proprietary monetization platform, designed exclusively for the Latin American markets whereby users buy virtual credits to later use to purchase Virtual Merchandise.

“Trademarks” shall include trademarks, service marks, trade dress and trade names.

“Virtual Credits” shall mean payment credits sold and/or used by You and other end-users who may use the same to purchase Virtual Merchandise in numerous virtual worlds and social network applications developed by PAH and its related companies made available for sale through various social networking websites.

“Virtual Merchandise” means that merchandise related to the various virtual worlds and social network applications developed by PAH and its related companies made available for sale through various social networking websites. For clarity, Virtual Merchandise has no real world physical dimensions or area. It is comprised solely of computer code.

“Virtual World” means a web or client-based simulated world environment where users may interact (e.g., via the use of avatars and the like) and Virtual Merchandise can be purchased by users. Social network games (free to play games that reside on a host social network) shall be considered part of the definition on Virtual World.

“You”, “Your” or “End-User” shall mean the person or juridical entity who is a party to this Agreement and who wishes to purchase Virtual Credits from PAH for resale to end-users.

**Agreement.** By signifying your assent, You agree to be contractually bound to the terms of this Agreement. You further agree that your assent, given electronically, shall have the same legal effect as if it had been personally signed by you. To the extent permitted by law, this Agreement is intended to supersede any provisions of applicable law which might otherwise limit its enforceability or effect because it was entered into electronically.

**Access.** By entering into this Agreement, You will be granted a revocable license to access Paymentez without charge. Your access privileges, however, are conditioned on your adherence to the terms of this Agreement. We reserve the right to temporarily deny you access to Paymentez or permanently terminate your access privileges at any time if, in our sole discretion, you have failed to abide by the terms of this Agreement or appear to us likely to do so. By agreeing to grant you access, we do not obligate ourselves to do so and we expressly reserve the right to modify, suspend or terminate your access privileges.

You may establish an account Paymentez Account ("Account"), and conduct transactions through Paymentez if you (i) are at least thirteen (13) years of age and (ii) provide Paymentez with a valid email address and any other information which Paymentez may request in connection with the registration and transaction process.

As a buyer of a Virtual Merchandise, you promise that you will pay the applicable amounts for the Virtual Merchandise. You will not deny or decline any such charge. PAH will automatically bill your credit card (or other payment method) submitted in ordering the Virtual Merchandise on or around the date of the order. You hereby authorize PAH (including through PAH’s third

party payment processing service provider) to bill your credit card (or other payment method) as described above.

If you are a buyer of a Virtual Merchandise, you agree that there will be no refunds or returns, except in exceptional circumstances as determined in PAH's sole discretion.

**Privileges Nontransferable.** Your access privilege may not be transferred by you to any third parties. You further agree not to disclose to anyone your confidential password.

**Virtual Currency Not for Resale.** You may not resell Virtual Credits to any third party.

**Intellectual Property.** PAH has and will at all times retain sole and exclusive ownership of all Intellectual Property Rights and all other right, title and interest worldwide in and to Paymentez. You will not earn or acquire any rights or licenses under any Intellectual Property Rights or acquire any Intellectual Property Rights or licenses on account of this Agreement or Your performance under this Agreement.

**No Unauthorized Transfers.** You will not transfer, sublicense or otherwise allow access to Paymentez to any third party.

**No Reverse Engineering.** You will not disassemble, decompile, export to a text or other format, or reverse engineer Paymentez or any other intellectual property of PAH nor permit any third party to do so.

**Limited Rights.** Your rights to access and use Paymentez are limited to those expressly granted in this Agreement. PAH reserves all rights and licenses to Paymentez not expressly granted to You under this Agreement.

**Confidential Information. Confidentiality.** To allow for the free exchange of information amongst Paymentez End-Users, You agree to treat all communications that take place as confidential and to not disclose, copy or transmit to people who are not otherwise subject to this Agreement any messages or information meant for You.

**Public Information.** Our policy of encouraging confidentiality shall not apply to the extent that you can establish that information is in the public domain (and did not fall into the public domain as a result of your breach of this policy or any other confidentiality agreement); or was in your possession prior to entering into this Agreement (and you can prove this fact by admissible, written evidence); or was received from a third party (who was in lawful possession of it) without any confidentiality restrictions. Nothing in this Agreement shall prevent you from disclosing information obtained if compelled to do so by a court of law or government agency, on condition that you provide advance notice to PAH and allow a reasonable opportunity to intervene in the proceeding to protect the confidentiality of the information.

**Paymentez Etiquette and Privacy.** The network resources of PAH or Paymentez may not be used to impersonate another person or misrepresent authorization to act on behalf of others or PAH.

You shall not attempt to undermine the security or integrity of computing systems or networks of PAH and its Affiliates, or those accessed through or with their product, and must not attempt to gain unauthorized access.

All user-specific information provided by User in connection with any and all goods/services provided by PAH or its affiliate companies shall be used to provide services and features to the User. User-specific information provided by User in connection with third party services (i.e., services not provided by PAH but by its Affiliates) through Paymentez shall be governed by the privacy policy, other terms of those third party services and/or this Agreement.

You accept that PAH and its partners may use information you provide to communicate with you regarding orders, newsletter, promotions, and/or other matters of interest.

PAH agrees that we will not knowingly provide any third-party with any information about users of PAH, unless we obtain Your permission or are compelled to do so by court order.

**Lawful Purpose.** You confirm that you will not use, and will use all reasonable best efforts to avoid any use of, the Paymentez Platform and/or any resource of PAH or its affiliated companies in the attempt to launder funds, the commit fraud and/or any other unlawful purpose.

You agree to not to use Paymentez or any resource of PAH or its affiliated companies in transactions with, (i) any Person appearing on the Specially Designated Nationals and Blocked Persons List of the Office of Foreign Assets Control in the United States Department of the Treasury, (ii) any other Person with whom a transaction is prohibited by Executive Order 13224, the USA PATRIOT Act, the Trading with the Enemy Act or the foreign asset control regulations of the United States Treasury Department.

Transmission, storage, copying, or modifying any material, including material legally judged to be threatening or obscene, pornographic, profane, or material protected by trade secrets, copyright or any other statute, or other actions by User in violation of any Federal, State or Local regulation is prohibited.

PAH reserves the right to temporarily deny you access to Paymentez or permanently terminate your access privileges at any time if PAH reasonably suspects misuse of Your account by You or any third party. You acknowledge and agree that if your Account is suspended due to a breach of this Agreement You will be deemed to have forfeited all rights to any and all Virtual Merchandise and/or Virtual Credits related to Your account.

User agrees to indemnify and hold harmless and defend PAH from any claims resulting from the User's use or User's allowed use by others of the Services which damages either PAH, its officers, its employees, its directors, its Affiliates, or another party or parties.

DISCLAIMER OF WARRANTIES. IN ORDER TO PROVIDE YOU WITH ACCESS TO PAYMENTEZ UNDER THE TERMS OF THIS AGREEMENT, WE ARE UNABLE TO OFFER ANY WARRANTIES OR MAKE ANY REPRESENTATIONS ABOUT ANY BENEFITS OR OPPORTUNITIES WHICH YOU MAY OBTAIN AS A END-USER OF VIRTUAL CREDITS. WE HEREBY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT. PAYMENTEZ IS MADE AVAILABLE TO YOU "AS IS," WITHOUT ANY WARRANTIES WHATSOEVER ABOUT THE NATURE, CONTENT OR ACCURACY (EITHER WHEN POSTED OR AS A RESULT OF THE PASSAGE OF TIME) OF ANY MATERIAL, AND WITHOUT ANY REPRESENTATIONS OR GUARANTEES. IN ADDITION, WE MAKE NO REPRESENTATIONS, WARRANTIES OR GUARANTEES THAT PAYMENTEZ WILL BE SECURE, ACCESSIBLE CONTINUOUSLY AND WITHOUT INTERRUPTION, OR ERROR FREE. TO THE EXTENT THAT YOU MIGHT OTHERWISE BELIEVE THAT ANY WARRANTIES, GUARANTEES OR REPRESENTATIONS HAVE BEEN MADE TO YOU, YOU HEREBY AGREE THAT SUCH STATEMENTS, WHETHER MADE ORALLY OR IN WRITING, ARE TO BE CONSTRUED AS MERELY NONBINDING EXPRESSIONS OF POLICY RATHER THAN AFFIRMATIVE REPRESENTATIONS, OBLIGATIONS, GUARANTEES OR WARRANTIES. IN THE EVENT OF ANY CONFLICT BETWEEN THIS SECTION AND OTHER TERMS OR PROVISIONS OF THIS AGREEMENT, THIS SECTION SHALL BE CONSTRUED TO TAKE PRECEDENCE.

**LIMITATION OF LIABILITY.** IN ORDER TO PROVIDE YOU WITH ACCESS TO PAYMENTEZ UNDER THE TERMS OF THIS AGREEMENT, WE ARE UNABLE TO ACCEPT LIABILITY FOR ANY CONDUCT, ACTS OR OMISSIONS COMMITTED BY you AS A RESULT OF YOUR USE OF PAYMENTEZ. IN NO EVENT WILL PAH BE LIABLE TO YOU OR ANY THIRD PARTY OR OTHER END-USER FOR ANY: (1) lost profits or special, incidental, indirect or consequential damages (however arising, including negligence) to the extent permitted by applicable law, even if we have been advised of the possibility of such damages or loss; (2) misrepresentation or fraud of any seller with respect to digital goods transferred (3) loss or damages caused to any Digital Goods as a result of any action or omission of the applicable Publisher; or (4) damages or loss in excess of the greater of (i) \$100 or (ii) the amounts paid by you to PAH in the twelve (12) months prior to any claim, whichever is less.

**Complete Agreement/No Representations.** This Agreement constitutes the entire agreement between You and PAH relating to your access to and use of Paymentez and PAH's website and supersedes any prior or contemporaneous representations or agreements. This Agreement—and only this Agreement—shall govern the parties' legal rights and obligations. Any rights not otherwise expressly granted by this Agreement are reserved by PAH. This Agreement may not be modified, either expressly or by implication, except as set forth in this Agreement. As set forth in above, it is not PAH's intention to make any legal representations or warranties about Paymentez, either expressly or by implication. The terms of this Agreement are intended to supersede anything other representations, now or in the future.

**Unauthorized Activities.** As a User of Virtual Credits You Agree to abide by all terms of this Agreement and understand that any unauthorized use of the Paymentez platform or PAH's website will result in immediate termination of Your account and of this Agreement.

**Modifications/Termination. In General.** Our employees are not authorized to vary the terms of this Agreement. This Agreement may be modified only by obtaining our express written consent.

**Term.** Unless we terminate your access privileges or you decide to terminate this Agreement, it shall remain in force so long as you are authorized to access to Paymentez and/or PAH's website. You agree that in the event you decide to terminate this Agreement or if your access privileges are suspended or terminated you shall continue to be bound by all obligations set forth in this Agreement for a period of five (5) years or until the expiration of all applicable statute of limitations periods, whichever is longer. Except as otherwise provided in this section, you will not be bound by any modifications to this Agreement which may take effect after such time as you or we terminate our contractual relationship.

**Indemnification.** End-user agrees, at its own expense, to defend PAH and indemnify us against any liability arising out of or relating in any way to alleged acts or omissions by You that, if true, would constitute a violation of one or more terms or provisions of this Agreement.

**Jurisdiction/Disputes.** This Agreement shall be governed in accordance with the laws of the State of Florida. All disputes under this Agreement shall be resolved by litigation in the courts of the State of Florida including the federal courts therein and venue shall lie in Miami-Dade County and the Parties all consent to the jurisdiction of such courts, agree to accept service of process by mail, and hereby waive any jurisdictional or venue defenses otherwise available to it.

In case of litigation arising from or related to this Agreement, the prevailing party shall be entitled to an award of attorneys' fees.

**Construction.** If any portion of this Agreement is ruled invalid or otherwise unenforceable, it shall be deemed amended in order to achieve as closely as possible the same effect as originally drafted. Any invalid or unenforceable portion should be construed as narrowly as possible in order to give effect to as much of the Agreement as possible.