

User Terms and Conditions • Version 1.2

PAYYAP.network facilitates real-time, KYC-compliant "e-signatures" and e-billing services and provides a real-time KYC-compliant e-billing facility, by which buyers can make payments to suppliers of goods or services to be purchased over telephone IVR or the internet.

PAYYAP.network is operated by PAYYAP LLC [EIN: 45-2502029]:
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These User Terms and Conditions are the terms and conditions of PAYYAP LLC [EIN: 45-2502029] (us or we) and they will apply to information about you collected by us and to any payment that you (as the User) make to a Participating Business or Person using the PAYYAP Service.

By clicking the 'Agree' box, you agree to be bound by these terms and conditions and a legally binding contract will come into being between you and us. You are also agreeing to our handling of information about you as described below and in our privacy policy at: [https://support.payyap.network/LEGAL.nsdb].

The definitions used in the document and the interpretation clauses are located at the end of these User Terms and Conditions.

We use and disclose information collected about you, including by recording and keeping records of your voice as described in clause 1.3 below, to confirm your identity and process and verify payments to Participating Businesses or Persons using the PAYYAP Service. We may disclose this information to other parties including other entities within our corporate group and our outsourced service providers for these purposes or as otherwise permitted by the Privacy Act 1988. If you would like to access this information, you can do so by contacting us at [support@PAYYAP.network]. If all of the information sought is not provided, we may not be able to provide services under this Agreement effectively or at all. Our full Privacy Policy is available on our website at [https://support.payyap.network/LEGAL.nsdb].

If you have any questions in relation to these User Terms and Conditions please contact us by sending an email to [support@PAYYAP.network].

1 PAYYAP Service

1.1 Payment options available to you

- (a) You may pay the Purchase Price in respect of a Purchase using the PAYYAP Service by either:
- (1) using a Credit Card; or
- (2) using a Debit Card.

These two means of payment are referred to below as the 'Payment Methods'. We will promptly process any payment made by you using one of the Payment Methods.

- (b) Under the PAYYAP Service there is a USD500 per transaction limit and a USD3,000 per month limit, per Business or Person being paid, where you pay using a Credit Card, or Debit card. However, you will not be able to authorize a payment that exceeds any credit limit attached to your Credit Card or Debit card that the card issuer has imposed on you.
- (c) As an example of how the Payment Methods operate, you (as a customer or client) can make a Purchase, from a Participating Business or Person using the PAYYAP Service, using a Credit Card or Debit card, with a Purchase Price of up to USD500. You can later that same calendar day, make another Purchase, from that same Participating Business or Person using the PAYYAP Service, using a Credit Card or Debit card, with a Purchase Price of up to USD500, and so forth. However, upon reaching the USD3,000 per month limit (placed upon each Participating Business or Person being paid) no further payments may be accepted by Credit Card or Debit Card from that Participating Business or Person using the PAYYAP Service, until the next calendar month.

1.2 PAYYAP authorization process

- (a) You acknowledge that we adopt and use a proprietary authorization process for transactions and this process involves the use of voice recognition technology to verify the authenticity of a transaction. We will retain in digital format a recording of your voice and we will use this for the purpose of ensuring identity, account and transaction integrity.

(b) You must comply with our guidelines for authorization processes as varied by us from time to time by notice in writing given to you.

2 Quality of the goods and/or service

(a) You acknowledge that we are not liable in any way in relation to the provision, quality or suitability of any goods or services that are or are to be provided by the Participating Business or Person, using the PAYYAP Service, to you and which are the subject of a payment made using the PAYYAP Service.

(b) If you have a Claim in connection with the provision, quality or suitability of any goods or services that are or are to be provided by the Participating Business or Person, you:

- (1) may make that Claim against the Participating Business or Person; and
- (2) must not make that Claim against us.

3 Representations and warranties

You represent and warrant to and for our benefit that:

- (a) liability for instructions: you will provide accurate payment information to us in respect of the Payment Methods;
- (b) disclosure: all information provided to us by you or on your behalf in relation to you or these User Terms and Conditions was correct and not misleading (by omission or otherwise) as at the time it was provided;
- (c) no failure to disclose: you have not withheld from us any information material to our decision to be bound by these User Terms and Conditions;
- (d) verification of information: we can verify the accuracy of any information provided by you at any time; and
- (e) representations true: each of your representations and warranties contained in these User Terms and Conditions is correct and not misleading when made or repeated.

4 Undertakings

You undertake to us that:

- (a) no adverse conduct: you will not engage in any conduct which is likely to materially damage our reputation;
- (b) current information: you will promptly notify us in writing if any information you provide to us is no longer accurate, complete or up to date;
- (c) compliance with laws: you will comply with all Laws and legal requirements, including each judgement, award, decision, finding or any other determination of a Government Agency, which applies to you or any of your assets; and
- (d) fraud detection: you will co-operate and work with us to investigate any suspected illegal or fraudulent activity in relation to the PAYYAP Service as reasonably required by us.

5 Limitation of liability

- (a) Any warranty or condition implied by statute in these User Terms and Conditions is excluded, unless that warranty or condition may not be excluded.
- (b) We will not be liable to you for any losses, costs, expenses, damages, liabilities or any Claims suffered or incurred by you as a direct or indirect result of any delay or failure by us to perform our obligations under these User Terms and Conditions where:
 - (1) the reason for the delay or failure is the failure of any hardware, software or transmission mechanism or service used by us to provide the PAYYAP Services;
 - (2) the delay or failure occurs because we determine, acting reasonably, that a transaction is fraudulent or unauthorized; or
 - (3) the delay or failure is caused by an event of Force Majeure, except in relation to a breach by us of a condition or warranty implied by statute.
- (c) We will not be liable to you for any losses, costs, expenses, damages, liabilities and other Claims suffered or incurred by you as a direct or indirect result of any error in the payment instructions provided by you or the Participating Business to us in respect of a Payment Method except in relation to a breach by us of a condition or warranty implied by statute.

(d) Our liability to you in contract, tort (including negligence) or otherwise in connection with the provision of the PAYYAP Service is limited to the amount that you transfer to us using a Payment Method except in relation to a breach by us of a condition or warranty implied by statute.

6 Indemnity

You indemnify us against all losses, costs, expenses, damages, liabilities and other Claims suffered or incurred by you as a result of:

- (a) any breach of Law arising out of any breach of these User Terms and Conditions by you;
- (b) any of your negligent or fraudulent acts or omissions;
- (c) any breach by you of any representation or warranty given under or obligation assumed by you under these User Terms and Conditions; and
- (d) any Claim by any third party against us, to the extent the Claim by the third party is referable to any act or omission by you that is a breach of these User Terms and Conditions on your part.

7 Force Majeure

7.1 Consequences

If we become unable wholly or in part by reason of Force Majeure to carry out any of our duties or obligations arising under or by virtue of these User Terms and Conditions other than the payment of any amount, then:

- (a) such duty or obligation so far as it is affected by the Force Majeure will be suspended during but no longer than the continuance of the Force Majeure; and
- (b) you must use all reasonable efforts to overcome or work around the Force Majeure.

7.2 Labour disputes

The requirement that any Force Majeure be overcome or remedied with reasonable diligence does not oblige us to settle any strike or other labour dispute on terms contrary to its wishes or to contest the validity or enforceability of any law, regulation or decree by way of legal proceedings.

8 Suspension of performance by us

- (a) At any time we may suspend or restrict performance of our obligations under these User Terms and Conditions if, and for so long as, we believe (acting reasonably) that:
- (1) you are in breach of any of your obligations under these User Terms and Conditions; or
- (2) any material warranty or representation given by you or on your behalf under these User Terms and Conditions was untrue or misleading when made or given.
- (b) In addition to our rights under clause 8(a), we can suspend the provision of the PAYYAP Service at any time and for any reason.

9 Changes to these User Terms and Conditions

We may change the terms of these User Terms and Conditions (including altering fees or charges or by imposing new fees or charges in connection with the provision of the PAYYAP Service) by giving you notice of the revised User Terms and Conditions on our website. These changes will become effective when you acknowledge them by clicking 'I agree'.

10 General

10.1 Governing law and jurisdiction

- (a) These User Terms and Conditions are governed by the law in force in the state of New South Wales.
- (b) Each party irrevocably submits to the non exclusive jurisdiction of courts exercising jurisdiction in the state of New South Wales and courts of appeal from them in respect of any proceedings arising out of or in connection with these User Terms and Conditions. Each party irrevocably waives any objection to the venue of any legal process in these courts on the basis that the process has been brought in an inconvenient forum.

10.2 Invalidity and enforceability

- (a) If any provision of these User Terms and Conditions is invalid under the law of any jurisdiction, the provision is enforceable in that jurisdiction to the extent that it is not invalid, whether it is in severable terms or not.

(b) Clause 10.2(a) does not apply where enforcement of the provision of these User Terms and Conditions in accordance with clause 10.2(a) would materially affect the nature or effect of the parties' obligations under these User Terms and Conditions.

10.3 Waiver

No party to these User Terms and Conditions may rely on the words or conduct of any other party as a waiver of any right unless the waiver is in writing and signed by the party granting the waiver.

The meanings of the terms used in this clause 10.3 are set out below.

Term Meaning

conduct includes delay in the exercise of a right.

right any right arising under or in connection with these User Terms and Conditions and includes the right to rely on this clause.

waiver includes an election between rights and remedies, and conduct which might otherwise give rise to an estoppel.

10.4 Assignment of rights

(a) We may assign our rights under these User Terms and Conditions without your consent.

(b) You may not assign any of your rights under these User Terms and Conditions without our prior written consent.

10.5 Further action to be taken at each party's own expense

Each party must, at its own expense, do all things and execute all documents necessary to give full effect to these User Terms and Conditions and the transactions contemplated by it.

10.6 Entire agreement

These User Terms and Conditions state all the express terms of the agreement between the parties in respect of its subject matter. They supersede any prior discussions, negotiations, understandings and agreements in respect of their subject matter.

10.7 No reliance

Neither party has relied on any statement by the other party not expressly included in these User Terms and Conditions.

10.8 Relationship of the parties

- (a) Nothing in these User Terms and Conditions gives a party authority to bind any other party in any way.
- (b) Nothing in these User Terms and Conditions imposes any fiduciary duties on a party in relation to any other party.

10.9 Exercise of rights

- (a) Unless expressly required by the terms of these User Terms and Conditions, a party is not required to act reasonably in giving or withholding any consent or approval or exercising any other right, power, authority, discretion or remedy, under or in connection with these User Terms and Conditions.
- (b) A party may (without any requirement to act reasonably) impose conditions on the grant by it of any consent or approval, or any waiver of any right, power, authority, discretion or remedy, under or in connection with these User Terms and Conditions. Any conditions must be complied with by the party relying on the consent, approval or waiver.

11 Definitions and interpretation

11.1 Definitions

The meanings of the terms used in these User Terms and Conditions are set out below.

Term Meaning

Business Agreement each agreement between us and an Participating Business under which the PAYYAP Services can be used as a payment option when a Purchase is made from the Participating Business.

Claim includes any allegation, debt, cause of action, liability, claim, proceeding, suit or demand of any nature howsoever arising and whether present or future, fixed or unascertained, actual or contingent, whether at law, in equity, under statute or otherwise.

Credit Card a credit card approved by us for use by a User to pay the Purchase Price in relation to Purchases using the PAYYAP Service.

Force Majeure an act, event or cause which is beyond a party's reasonable control, including:

- 1 an act of God;
- 2 war (whether declared or undeclared), act of public enemies or terrorism, sabotage, riot, insurrection, civil commotion;
- 3 national emergency (whether in fact or law);
- 4 fire, explosion, lightning, flood, cyclone, earthquake, landslide, storm or other adverse weather conditions;
- 5 power shortage;
- 6 strike or other labour difficulty (whether or not involving employees of the party concerned);
- 7 epidemic or quarantine;
- 8 action or inaction of a government or other competent authority (including a court of competent jurisdiction), including expropriation, restraint, prohibition, intervention, requisition, requirement, direction or embargo by legislation, regulation, decree or other legally enforceable order; and
- 9 breakdown of plant, machinery or equipment or shortages of labour, transportation, fuel, power or plant, machinery, equipment or material, but does not include any act, event or cause the occurrence of which is contemplated by or otherwise addressed in this agreement other than in this definition.

Government Agency any government or governmental, administrative, monetary, fiscal or judicial body, department, commission, authority, tribunal, agency or entity in any part of the world.

Law any relevant laws, statutes, regulations, official directives and industry codes of practice or guidelines, whether or not having the force of law, which are followed by those entities which meet industry best practice.

PAYYAP or PAYYAP LLC; 375 Park Avenue, Suite 2607; New York City, NY 10152.

PAYYAP Service the payment services provided by us to the User.

Participating Businessor Person a supplier or provider of goods and/or services to a User in respect of a Purchase and with whom we have entered into a Business Agreement.

Privacy Act the Privacy Act 1988 (Cth) as amended from time to time.

Purchase a purchase by the User of certain goods and/or services from a Participating Business.

Purchase Price the price in US dollars (including any applicable taxes) that the User contracts to pay to the Participating Business in relation to a particular Purchase.

you or User are a person aged over 18 who makes a Purchase of goods and/or services from the Participating Business and who elects to pay for those goods and/or services using the PAYYAP Service.

11.2 Interpretation

In these User Terms and Conditions:

- (a) Headings and bold type are for convenience only and do not affect the interpretation of these User Terms and Conditions.
- (b) The singular includes the plural and the plural includes the singular.
- (c) Words of any gender include all genders.
- (d) Other parts of speech and grammatical forms of a word or phrase defined in these User.

Terms and Conditions have a corresponding meaning.

- (e) An expression importing a person includes any company, partnership, joint venture, association, corporation or other body corporate and any Government Agency as well as an individual.
- (f) A reference to a clause, party, schedule, attachment or exhibit is a reference to a clause of, and a party, schedule, attachment or exhibit to, these User Terms and Conditions.
- (g) A reference to any legislation includes all delegated legislation made under it and amendments, consolidations, replacements or re enactments of any of them.

(h) A reference to a document includes all amendments or supplements to, or replacements or novations of, that document.

(i) A reference to a party to a document includes that party's successors and permitted assignees.

(j) A promise on the part of 2 or more persons binds them jointly and severally.

(k) A reference to an agreement other than these User Terms and Conditions includes a deed and any legally enforceable undertaking, agreement, arrangement or understanding, whether or not in writing.

(l) A reference to liquidation or insolvency includes appointment of an administrator, compromise, arrangement, merger, amalgamation, reconstruction, winding up, dissolution, deregistration, assignment for the benefit of creditors, scheme, composition or arrangement with creditors, insolvency, bankruptcy, or any similar procedure or, where applicable, changes in the constitution of any partnership or person, or death.

(m) No provision of these User Terms and Conditions will be construed adversely to a party because that party was responsible for the preparation of these User Terms and Conditions or that provision.

(n) A reference to a body, other than a party to these User Terms and Conditions (including an institute, association or authority), whether statutory or not:

(1) which ceases to exist; or

(2) whose powers or functions are transferred to another body, is a reference to the body which replaces it or which substantially succeeds to its powers or functions.

11.3 Interpretation of inclusive expressions

Specifying anything in these User Terms and Conditions after the words 'include' or 'for example' or similar expressions does not limit what else is included.