

## **Anypay Inc Software Terms of Service**

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Anypay Inc.

110 State St. #1

Portsmouth, NH 03801

**Effective Date: April 24, 2021**

### **Acceptance of the Terms of Use**

These Terms of Use and any terms expressly incorporated herein (“**Terms**”) apply to any access to, or use of, any services made available by Anypay Inc (“**Anypay Inc**” “**we**,” “**us**,” or “**our**”) using the website AnypayX.com (the “**Site**”) or our mobile applications, and to any other related services provided by Anypay Inc including the Anypay Enterprise Payment Platform (AEPP), Anypay Cash Register, Anypay WooCommerce Plugin, Anypay Button, and Anypay Inc.com Gift Cards (collectively, the “**Services**”).

Please read the Terms of Use carefully before you start to use the Services. By using the Services or by clicking to accept or agree to the Terms of Use when this option is made available to you, you accept and agree to be bound and abide by these Terms of Use and our privacy policy incorporated herein by reference. If you do not want to agree to these Terms of Use or the privacy policy, you must not access or use the Services.

### **Changes to the Terms of Use**

We may revise and update these Terms of Use from time to time at our sole discretion. All changes are effective immediately when we post them and apply to all access to and use of the Services thereafter. However, any changes to the dispute resolution provisions set out in Governing Law and Jurisdiction will not apply to any disputes for which the parties have actual notice before the change is posted by us. If we make changes, we will let you know by revising the date at the top of the Terms. Your continued use of the Sites after such posting shall be deemed to constitute acceptance by you of the changes.

## **1. ELIGIBILITY**

### **1.1. General Requirements**

The Services are intended solely for users who are 18 or older and who satisfy the criteria described in these Terms. You represent and warrant that you: (a) are of legal age to form a binding contract; (b) have not previously been suspended or removed from using our Services;

(c) are not identified as a “Specially Designated National” by the Office of Foreign Assets Control; and (d) have full power and authority to agree to these Terms.

In addition, if you are accessing or using the Sites on behalf of a corporate entity, you represent and warrant that you have the right, authority, and capacity to accept these Terms on such an entity's behalf. Anypay Inc reserves the right to modify, amend, or update these Terms at any time and for any reason.

## **1.2. Restricted Locations**

You may not use the Services if you are located in, or a citizen or resident of any state, country, territory or other jurisdiction where your use of the Services would be illegal or otherwise violate any applicable law. You represent and warrant that you are not a citizen or resident of any such jurisdiction. You also may not use the Services if you are located in, or a citizen or resident of, any other jurisdiction where Anypay Inc has determined, at its discretion, to prohibit use of the Services. Anypay Inc may implement controls to restrict access to the Services. You will comply with this Section even if Anypay Inc’s methods to prevent use of the Services are not effective or can be bypassed.

## **2. DESCRIPTION OF SERVICES**

### **The Software.**

Anypay provides a suite of software tools to facilitate instant, clear communication about payments between customers and merchants. All payments coordinated by Anypay are non-custodial, meaning Anypay never takes possession of a customer or user’s digital assets, not even for a moment.

Customers pay merchants directly, peer-to-peer, without going through a third party, and payments are settled instantaneously thanks to Anypay coordinating payments according to the Payment Protocol.

All Anypay accounts come with the ability to export relevant sales data via CSV. Anypay charges a small fee for this service.

- 1) **Anypay Enterprise Payment Platform (AEPP)** - Add bitcoin to any app. Open set of API tools that developers can use to add bitcoin payments to their app, website, or other software. No knowledge of digital assets is needed. Get your own API key by creating a free account at AnypayX.com, then use simple API calls in your app to coordinate perfect payments. *(Multi-currency Optional) Cost: 1% per transaction (BCH, DASH, BSV, LTC — no fee for BTC)*

- 2) **Anypay Cash Register (Point of Sale)** - Instantly know the moment you are paid. A professional app for coordinating perfect payments with bitcoin and other digital assets. Designed for retail and e-commerce businesses, the Anypay app is available on iOS, Android, and in your web browser. *Cost: 1% per transaction (BCH, DASH, BSV, LTC — no fee for BTC)*
- 3) **Anypay WooCommerce Plugin** - One-click plugin adds bitcoin payments to a WordPress. *Cost: \$0.01 per transaction (BCH, DASH, BSV, LTC — no fee for BTC)*
- 4) **Anypay Button** - Simple way to get paid on your website. Enter your bitcoin address (or other currency), configure the button with our easy button builder, then copy/paste the html code to your website anywhere that you want to add a payment button. The amount collected can be fixed or variable, customer email can be mandatory or optional, and the action at the end can include an optional automatic redirect, for example to an order confirmation screen. *Cost: \$0.01 per transaction (BCH, DASH, BSV, LTC — no fee for BTC)*
- 5) **Paypow.com Gift Cards** - Paypow is a website by Anypay that allows users to purchase digital gift cards for specific amounts to premium brands. There is no fee for the service. Gift cards are only valid in US. Limit \$2,000 per purchase, Daily Limit \$10,000 site-wide. *(BCH, DASH, BSV accepted)*

**Information we collect:** User IP address, email address, bitcoin addresses. For Paypow users using HandCash, Anypay collects their phone number and their email address, and their payroll address. We do not share this personal data with any third parties.

You agree that Anypay Inc will not be held responsible for any losses arising from using the Site or Services.

### 3. ACCOUNT

#### 3.1. Anypay Inc Account

In order to use any Services, you must create and maintain an account through the Services (“**Anypay Inc Account**”). You will: (a) create a unique password; (b) provide complete and accurate information; (c) promptly update any information you have provided so that the information is complete and accurate at all times; (d) maintain the security of your Anypay Inc Account by protecting your password from unauthorized access or use; (e) promptly notify Anypay Inc if you discover or suspect any unauthorized access or use of your Anypay Inc Account or any security breaches related to your Anypay Inc Account; and (f) be responsible for all advertisements that occur under your Anypay Inc Account, and accept all risks of any authorized or unauthorized access to your Anypay Inc Account.

You acknowledge that Anypay Inc is not responsible for the risks associated with cryptocurrency purchases, and you voluntarily assume and accept such risks in deciding to engage in cryptocurrency transactions with the software.

To access the Services or any of the resources we offer, you may be asked to provide certain registration details or other information. It is a condition of your use of the Services that all the information you provide to us is correct, current, and complete. You agree that all information you provide to register with the Services or otherwise, including but not limited to the use of any interactive features available as part of the Services, is governed by our privacy policy, and you consent to all actions we take with respect to your information consistent with our privacy policy.

If you choose, or are provided with, a username, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

We have the right to disable your use of our services in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Use.

#### **4. SERVICE DESCRIPTIONS**

Below is a description of the Services Anypay Inc provides. Services may be added or removed at any time.

##### **4.1 Anypay Enterprise Payment Platform (AEPP)**

An open set of API tools that developers can use to add bitcoin payments to their application, website, or other software. An API key is created with a free account at AnypayX.com, and then simple API calls can be used in the app to coordinate payments. (Multi-currency Optional) Cost: 1% per transaction (BCH, DASH, BSV, LTC — no fee for BTC)

##### **4.2 Anypay Cash Register (Point of Sale)**

A professional application for coordinating payments with bitcoin and other digital assets. Designed for retail and e-commerce businesses. The Anypay app is available on iOS, Android, and web browser. Cost: 1% per transaction (BCH, DASH, BSV, LTC — no fee for BTC)

##### **4.3 Anypay WooCommerce Plugin**

A one-click plugin adds bitcoin payments to a WordPress. Cost: \$0.01 per transaction (BCH, DASH, BSV, LTC — no fee for BTC)

##### **4.4 Anypay Button**

A website add-on in the form of a button that allows for payment. The button is created with Anypay Inc's button builder with an html code. A user must enter their bitcoin address, or other currency, to configure the button. Amounts collected with the button can be fixed or variable, customer email can be mandatory or optional, and the end action can include an optional automatic redirect for example to an order confirmation screen. *Cost: \$0.01 per transaction (BCH, DASH, BSV, LTC — no fee for BTC)*

#### **4.5 Paypow.com Gift Cards**

Paypow is an Anypay Inc website that allows users to purchase digital gift cards for specific amounts to premium brands. There is no fee for the service. Gift cards are only valid in the US. Limit \$2,000 per purchase, Daily Limit \$10,000 site-wide. *(BCH, DASH, BSV accepted)*

### **5. RISK DISCLOSURES; ASSUMPTION OF RISKS, RELEASE OF Anypay Inc**

When buying or selling cryptocurrency, you are voluntarily choosing to engage in a sophisticated and risky financial transaction. You acknowledge that you are aware of the many risks associated with using the software, including but not limited to, risks of financial loss, legal risk, or theft.

You hereby irrevocably waive, release and discharge any and all claims, whether known or unknown to you, against Anypay Inc, and its affiliates.

Anypay Inc disclaims any and all liability for the contents of the advertisements on its site. You represent and warrant that you have the knowledge, experience, understanding, professional advice and information to make your own evaluation of the merits and risks.

### **6. PRIVACY POLICY**

Please refer to our privacy policy for information on how Anypay Inc collects, uses, and shares your information.

### **7. GENERAL SERVICE TERMS**

#### **7.1. Dispute Resolution**

Anypay Inc reserves the right to resolve issues and disputes at its sole discretion. Some issues include infringement of others' rights, violation of laws and regulations, abnormal trades, and others not explicitly mentioned in the Terms. Users agree to bear the costs arising from the process of dispute resolution.

#### **7.2. Accuracy of Information**

Users must provide any information required by any screen displayed within the Services. You represent and warrant that all information you provide via the Services is accurate and complete in all respects.

### **7.3. Compliance with Law; Taxes**

You are responsible for complying with all applicable laws related to your trading activities and other use of the Services, including without limitation any reporting obligations and payment of all applicable taxes. You will determine what, if any, laws apply to you based on your country of residence. Anypay Inc takes no liability for any of its user's actions. Anypay Inc recommends you consult with a lawyer prior to engaging in any transactions. Taxes may apply to your purchases or sales completed using the software. It is your responsibility to report and remit the correct tax to the appropriate tax authority. Anypay Inc is not responsible for determining whether taxes apply to your use of our services.

### **7.4. Unacceptable Use or Conduct**

You will not:

- Violate any law, regulation, contract, intellectual property or other third-party right, or commit a tort while using the Services;
- Use the Services in any manner that could interfere with, disrupt, negatively affect, or inhibit other users from fully enjoying the Services, or that could damage, disable, overburden, or impair the functioning of the Services in any manner;
- Use any robot, spider, crawler, scraper, or other automated means or interface not provided by Anypay Inc to access the Services or to extract data;
- Use or attempt to use another user's account without authorization;
- Introduce any malware, viruses, or other harmful material to the site;
- Develop any third-party applications that interact with our Site without our prior written consent, or unless otherwise agreed;
- Provide false, inaccurate, or misleading information;
- Post content or communications that are libelous, defamatory, profane, obscene, pornographic, sexually explicit, indecent, lewd, vulgar, suggestive, harassing, hateful, threatening, offensive, discriminatory, bigoted, abusive, inflammatory, fraudulent, deceptive or otherwise objectionable; or
- Encourage or induce any third party to engage in any of the activities prohibited under this Section.

### **7.6. Service Fees**

Anypay Inc reserves the rights to charge service fees on users who use its services. The fees are included in the Section 2 of this Agreement. It is at the discretion of Anypay Inc to adjust the service fees charged to users using its services. Any tax is additional. Fees are non-refundable.

## **8. ELECTRONIC NOTICES**

### **8.1. Consent to Electronic Delivery**

You consent to receive electronically all communications, agreements, documents, receipts, notices, and disclosures (collectively, “Communications”) that Anypay Inc provides in connection with this Agreement, your Anypay Inc Account, or any Services. You agree that Anypay Inc may provide these Communications to you by posting them via the Terms of Services, by emailing them to you at the email address you provide, sending them using an app or other messaging service to your account on the app or messaging service, and/or by sending an SMS or text message to a mobile phone number that you provide. Your carrier’s normal, messaging data, and other rates and fees may apply to any mobile Communications. You should maintain copies of electronic Communications by printing a paper copy or saving an electronic copy. You may also contact Anypay Inc’s Support Team to request additional electronic copies of Communications or, for a fee, paper copies of Communications (as described below) by filing a support request at [support@anypayinc.com](mailto:support@anypayinc.com).

### **8.2. Withdrawal of Consent**

You may withdraw your consent to receive electronic Communications by sending a withdrawal notice to our Support Team by filing a support request at [support@anypayinc.com](mailto:support@anypayinc.com). If you decline or withdraw consent to receive electronic Communications, Anypay Inc may suspend or terminate your use of the Services.

### **8.3. Updating Contact Information**

It is your responsibility to keep your email address and/or mobile phone number on file with Anypay Inc up to date so that Anypay Inc can communicate with you electronically. If Anypay Inc sends you an electronic communication but you do not receive it because your email address or mobile phone number on file is incorrect, or you are otherwise unable to receive electronic Communications, Anypay Inc will be deemed to have provided the Communication to you. Please note that if you use a spam filter that blocks or re-routes emails from senders not listed in your email address book, you must add Anypay Inc to your email address book so that you will be able to receive the Communications Anypay Inc sends to you. You can update your email address, mobile phone number, or street address at any time by filing a support request at [support@anypayinc.com](mailto:support@anypayinc.com). If your email address or mobile phone number becomes invalid such that electronic Communications sent to you by Anypay Inc are returned, Anypay Inc may deem your account to be inactive, and you may not be able to complete any transaction via our

Services until Anypay Inc receives a valid, working email address or mobile phone number from you.

## **9. PROPRIETARY RIGHTS**

### **9.1. Ownership of Services**

The Services, Site and all technology, content, data and other materials used, displayed or provided or received by you in connection with the Services or Site (“**Anypay Inc Materials**”) together with all intellectual property rights in any of the foregoing are, as between you and Anypay Inc, owned by Anypay Inc.

### **9.2. Limitations**

You may use the Anypay Inc Materials solely as authorized by Anypay Inc in connection with your use of the Services for as long as Anypay Inc permits you to continue to access the Services. Without limiting the foregoing: you will not (a) modify or create derivative works of the Site, Services or Anypay Inc Materials, or any portion thereof, or any data or information received by you in connection therewith; (b) frame, display or incorporate the Site, Services or Anypay Inc Materials in any website or any other work of authorship; (c) decompile, disassemble, reverse engineer or attempt to discover the source code of the Site, Services or Anypay Inc Materials; or (d) otherwise use the Site, Services or Anypay Inc Materials for any commercial or noncommercial purpose other than their intended purposes determined at Anypay Inc’s discretion. “Anypay Inc”, any product or service names, logos, and other marks used on the Site or Anypay Inc Materials, or otherwise in connection with the Services, are trademarks owned by Anypay Inc or its licensors. You may not copy, imitate or use them without Anypay Inc’s prior written consent.

### **9.3. Feedback**

Anypay Inc will own any feedback, suggestions, ideas, or other information or materials that you provide, whether by email, posting through the Services or otherwise (“**Feedback**”). You hereby assign to Anypay Inc all right, title and interest to Feedback together with all associated intellectual property rights. You will not be entitled to, and hereby waive any claim for, acknowledgment or compensation based on any Feedback or any modifications made based on any Feedback.

### **9.4. User Content**



When you agree to these Terms of Service, Anypay Inc grants you a limited, revocable, non-exclusive, non-assignable license to use Anypay Inc in compliance with these Terms; unlicensed use is unauthorized.

## **10. DISCLAIMER OF WARRANTIES**

To the maximum extent permitted under applicable law, the site, the services, the Anypay Inc materials and any product, service or other item provided by or on behalf of Anypay Inc are provided on an “as is” and “as available” basis and Anypay Inc expressly disclaims, and you waive, any and all other warranties of any kind, whether express or implied, including, without limitation, implied warranties of merchantability, fitness for a particular purpose, title or non-infringement or warranties arising from course of performance, course of dealing or usage in trade. Without limiting the foregoing, Anypay Inc does not represent or warrant that the site, the services or Anypay Inc materials are accurate, complete, reliable, current, error-free, or free of viruses or other harmful components.

You acknowledge that your user data may become irretrievably lost or corrupted or temporarily unavailable due to a variety of causes, including software failures, viruses or other harmful materials, protocol changes by third party providers, internet outages, force majeure event or other disasters, scheduled or unscheduled maintenance, or other causes either within or outside our control. You are solely responsible for backing up and maintaining duplicate copies of any information you store or transfer through our services.

The disclaimer of implied warranties contained herein may not apply if and to the extent it is prohibited by applicable law of the jurisdiction where you reside.

## **11. INDEMNIFICATION**

You will defend, indemnify, and hold harmless Anypay Inc, its Affiliates, and their respective shareholders, members, directors, officers, employees, attorneys, agents, representatives, suppliers and contractors (collectively, “**Indemnified Parties**”) from any claim, demand, lawsuit, action, proceeding, investigation, liability, damage, loss, cost or expense, including without limitation reasonable attorneys’ fees, arising out or relating to (a) your use of, or conduct in connection with, the Services; (b) any User Content you provide; (c) your violation of these Terms; or (d) your violation of any applicable law or the rights of any other person or entity. If you are obligated to indemnify any Indemnified Party, Anypay Inc (or, at Anypay Inc’s discretion, the applicable Indemnified Party) will have the right, in its sole discretion, to control any action or proceeding and to determine whether Anypay Inc wishes to settle, and if so, on what terms.

## **12. DISCLAIMER OF DAMAGES**

In no event will Anypay Inc, its affiliates and their respective shareholders, members, directors, officers, employees, attorneys, agents, representatives, suppliers or contractors be liable for any incidental, indirect, special, punitive, consequential or similar damages or liabilities whatsoever (including, without limitation, damages for loss of data, information, revenue, profits or other business or financial benefit) arising out of or in connection with the site, the services, the Anypay Inc materials, any performance or non-performance of the services, or any other product, service or other item provided by or on behalf of Anypay Inc, whether under contract, statute, strict liability or other theory (including, for avoidance of doubt, any negligence of Anypay Inc), even if Anypay Inc has been advised of the possibility of such damages.

### **13. LIMITATION OF LIABILITY**

In no event will the liability of Anypay Inc, its affiliates and their respective shareholders, members, directors, officers, employees, attorneys, agents, representatives, suppliers or contractors arising out of or in connection with site, the services, the Anypay Inc materials, advertisements found on the site, any performance or non-performance of the services, or any other product, service or other item provided by or on behalf of Anypay Inc, whether under contract, statute, strict liability or other theory (including, for avoidance of doubt, any negligence of Anypay Inc) exceed the amount of the fees paid by you to Anypay Inc under this agreement in the twelve-month period immediately preceding the event giving rise to the claim for liability.

### **14. DISPUTE RESOLUTION; ARBITRATION; WAIVER OF CLASS ACTION**

All disputes, controversies or claims arising out of or relating to these Terms or the Services, will be resolved through confidential binding arbitration in the Court of Arbitration of the New Hampshire Chamber of Commerce and Industry.

Each of you and Anypay Inc disclaims the applicability of any and all of the Consumer Rules in your jurisdiction. By agreeing to these Terms of Service you are agreeing that (1) any rules, laws, or regulations governing “consumer” arbitrations are inapplicable, (2) arbitration of any dispute arising out of or relating to your use of the Services and (3) you specifically waive any right to arbitrate in any other location, including your hometown.

With respect to disputes subject to arbitration pursuant to this section 13, both you and Anypay Inc are giving up the right to litigate (or participate in as a party or class member) those disputes in court before a judge or jury.

### **15. GOVERNING LAW**

The interpretation and enforcement of these Terms, and any dispute related to these Terms or the Services, will be governed by and construed and enforced in accordance with the laws of New Hampshire without regard to conflict of law rules or that would cause the application of the laws of any other jurisdiction. You agree that Anypay Inc may initiate a proceeding related to the

enforcement or validity of Anypay Inc's intellectual property rights in any court having jurisdiction. You waive any objection to venue in any such courts.

These Terms of Use are governed by and construed in accordance with the internal laws of New Hampshire without giving effect to any choice or conflict of law provision or rule. Any legal suit, action, or proceeding arising out of or related to these Terms of Use or the Services shall be instituted exclusively in the federal courts of New Hampshire. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

## **16. MISCELLANEOUS**

### **16.1. Remedies**

If you violate any of these Terms, Anypay Inc may, as it determines reasonably necessary to suspend or cancel your account. Anypay Inc shall in no event be responsible or liable for any damage incurred by the user as a result of an action taken by Anypay Inc pursuant to this paragraph. Any right or remedy of Anypay Inc set forth in these Terms is in addition to, and not in lieu of, any other right or remedy whether described in these Terms, under statute, at law or in equity.

### **16.2. Anypay Inc Affiliates and Contractors**

An "Affiliate" is, with respect to a legal entity, another legal entity that controls, is under common control with, or is controlled by the first legal entity. The Site and any Services may be operated or provided by Anypay Inc, its Affiliates, or their respective contractors. To the extent that an Affiliate of Anypay Inc, or contractor of Anypay Inc or an Affiliate of Anypay Inc, is operating or providing any Services, the Affiliate or contractor's provision of such Services will be under terms identical to these Terms substituting the Affiliate or contractor's name wherever Anypay Inc's name occurs in these Terms.

### **16.3. Nonwaiver**

Anypay Inc's failure or delay in exercising any right, power, or privilege under these Terms shall not operate as a waiver thereof.

### **16.4. Severability**

The invalidity or unenforceability of any of these Terms shall not affect the validity or enforceability of any other of these Terms, all of which shall remain in full force and effect.

### **16.5. Force Majeure**

Anypay Inc will have no responsibility or liability for any failure or delay in performance of any Services, or any loss or damage that you may incur, due to any circumstance or event beyond the control of Anypay Inc, including without limitation any flood, extraordinary weather conditions, earthquake, or other act of God, fire, war, insurrection, riot, labor dispute, accident, action of government, communications, power failure, or equipment or software malfunction.

### **16.6 Assignment**

You may not assign or transfer any right to use the Services or any of your rights or obligations under these Terms without prior written consent from us, including by operation of law or in connection with any change of control. Anypay Inc may assign or transfer any or all of its rights or obligations under these Terms, in whole or in part, without notice or obtaining your consent or approval.

### **16.7. Headings**

Headings of sections are for convenience only and shall not be used to limit or construe such sections.

### **16.8. Statute of Limitations**

You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Sites, or these Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred.

### **16.9. Entire Agreement**

These Terms constitute the entire agreement between you and Anypay Inc regarding your use of the Sites, superseding any prior version of these Terms between you and Anypay Inc with respect to the Sites. You agree that, except as otherwise expressly provided in these Terms, there shall be no third-party beneficiaries to these Terms. The section titles in these Terms are for convenience only and have no legal or contractual effect.

### **Your Comments and Concerns**

The Services are operated by: Anypay Inc.

All other feedback, comments, requests for technical support and other communications relating to the Services should be directed to [support@anypayinc.com](mailto:support@anypayinc.com).