

1. Services we provide

We are a cryptocurrency payment processor. We enable you to accept cryptocurrency as payment for goods or services, and process cryptocurrency payments that you receive from your customer (Purchaser). We are not a crypto exchange, wallet, or a place to purchase or sell cryptocurrencies. Our Services are only available to businesses that sell a product or services or to registered charitable organizations that accept donations. By using our Services, you authorize us to act as your agent so we may receive, hold and withdraw funds on your behalf and to take any and all actions that we think are necessary to provide our Services and to comply with applicable law. Payment by Purchaser to dyos pay (from now referred to as dPay) will be considered the same as payment made directly to you and will extinguish the Purchaser's outstanding obligation, to the extent of the payment.

2. Registration

2.1 Generally

In order to use the Services, you must open a dPay account. When you open an account, we will ask you for contact information such as your name, phone number, email address, and information relating to the company to conduct the necessary compliance. We will also ask you for information on your business, including your business's legal name, address, IBAN, turnover, CEO and your company's website. The information that you provide at the time of account opening must be accurate and complete and you must inform us within fourteen business (14) days of any changes to such information. We may require additional information from you (including any person signing below or otherwise agreeing to the Terms on behalf of the merchant) to help verify your identity and assess your business risk, such as your date of birth, tax identification number, or government-issued identification. We may also obtain information about you from third parties, such as credit bureau, local institutions and KYC providers. We have the right to reject your account registration

or to later close your dPay account, if you do not provide us with accurate, complete, and satisfactory information.

dPay is a registered cryptocurrency company and does not require the approval of FINMA in Switzerland. Dyos AG holds a legal opinion for its business activities from Switzerland. KYC is conducted in accordance to the laws and regulations for CH, EU and EEA. As a regulated business, dPay is required to comply with the act for privacy policy and anti-money laundering law, which requires dPay to verify merchant identities, maintain records of currency transactions for up to five years and may report certain transactions. In the event that a merchant account is closed by dPay or at the request of the merchant, even without completing the onboarding process or performing a transaction, records must be held as prescribed by law.

1. Merchant models. dPay imposes processing limits on merchants. When you register for a dPay account, you will be required to select the limit that will apply to your dPay account, and to provide us with the documentation necessary to qualify for that model. A description of the model, as well as a list of the documentation required to qualify for each, is available on in the dashboard after registration. For certain industries, dPay may ask for additional verification documents. We will not begin to process payments on your behalf until we have reviewed the documentation that you provide, in accordance with applicable law. If you wish to change to a model with a higher limit, you must provide us with the additional required documentation. We will not approve your request to change models and permit you a greater processing volume unless and until we have reviewed your documentation to our satisfaction.

2.2 Guarding your Password

You will choose a password when registering your account. You are responsible for maintaining the confidentiality of your password and account information. You are fully responsible for all activities that occur with the use of your password or account. Please notify us immediately of any unauthorized use of your password or

account or any other breach of security. If you share your password with others we will not be liable for any loss that you may incur as a result of someone else using your password or account, either with or without your knowledge. You may not allow other merchants to use your account. You may not use anyone else's password at any time.

3. Sales

3.1 Daily Transaction Volume Limits

dPay imposes daily and annual transaction processing limits on merchants. When you register for a dPay account, you will be enabled to transact at the Basic Tier level. At dPay's discretion, and based on dPay's risk assessment of your business, transaction capabilities may not be enabled until additional documentation or information regarding you and your business is collected and verified. Requests to increase your processing limit will not be approved unless and until we have reviewed your documentation to our satisfaction and have confirmed the accuracy and authenticity of the information therein.

3.2 Invoices and Records

You must keep all records needed for fulfilling the goods or services sold to the Purchaser and providing any post-sale support to the Purchaser. If the sale of the item requires any government registration of the sale, you are responsible for such registration. dPay is required to maintain records of all documentation and information collected for your merchant account for the duration that your account is active, and up to 5 years thereafter.

3.3 Customer Verification

Consistent with your local laws and regulations, you are solely responsible for obtaining any information required of those who purchase your goods or services. For instance, if applicable law prohibits a sale to persons under the age of 18 years,

you must ensure that a Purchaser is at least 18 years of age. Similarly, if applicable law requires that a Purchaser's identity be verified, you must verify the Purchaser's identity. We will not be responsible for your failure to adequately verify your Purchasers' identities or qualifications.

3.4 Representation and Warranties

Use of the Services is subject to the laws and regulations of the European Union, EEA and CH regarding the prevention of terrorist financing and anti-money laundering.

You agree and acknowledge that your use of the Services would and will comport with such laws and regulations, including and without limitation.

Your use of our Services is also subject to the following important restrictions:

1. You are at least eighteen (18) years old or older and have the right, power and contractual capacity to agree to these Terms.
2. Your use of the Services will not contravene any applicable international, federal, state or local law or regulation, including applicable tax laws and regulations.
3. Your use of our Services will not relate to the following prohibited activities:
 1. Sales of narcotics, research chemicals or any controlled substances;
 2. Sales of cash or cash equivalents, including items used for speculation or hedging purposes (such as derivatives), and the sale or trade of cryptocurrencies;
 3. items that infringe or violate any intellectual property rights such as copyrights, trademarks, trade secrets, or patents;;
 4. ammunition, firearms, explosives (including fireworks), or weapons regulated under applicable law or as determined by us; or
 5. transactions that show the personal information of third parties in violation of applicable law;
 6. transactions that support pyramid, Ponzi, or other "get rich quick" schemes;
 7. transactions that are related to cloud-mining;

8. provide credit repair or debt settlement services;
 9. any services which compete with dPay;
 10. Explicit sexual content;
 11. Sales of Kratom or Nootropics
4. If your use of the Services relates to one of the following restricted activities, your activities are subject to internal review and you are only allowed to transact when expressly authorized by dPay in writing:
1. Engaged in Foreign Exchange, Money Service Business activities or E-wallets;
 2. Engaged in selling cryptocurrency mining hardware;
 3. Providing Currency exchange services;
 4. Transaction that are associated with purchases of annuities or lottery contracts, banking, offshore banking, transactions to finance, investing, investment related products or
 5. Transactions that involve gambling or any other activity with an entry fee and a prize, including, but not limited to casino games, sports betting, horse or greyhound racing, lottery tickets, other ventures that facilitate gambling, and sweepstakes, unless you have obtained our prior written approval and you and your customers are located exclusively in jurisdictions where such activities are permitted by law.

3.5 Our Right to Reject

We reserve the right to decline to process a sale if we reasonably believe that it violates these Terms or would expose you, other merchants, Purchasers, or other parties to harm. If we reasonably suspect that your dPay account has been used for an illegal purpose, you authorize us to share information about you, your dPay account, and your account activity with law enforcement.

3.6 Our Right to Inspect

We may ask for permission to inspect your business location in connection with your use of the Services, or documentation or evidence to support specific transactions. If you refuse our request, we may suspend or terminate your dPay account.

4. Third Parties

4.1 Your Use of Third-Party Services

In using the dPay website or the Services, you may be offered services, products and promotions provided by third parties. If you decide to use these third-party services, you do so at your own risk and are solely responsible for reviewing, understanding and complying with the associated terms and conditions. We expressly disclaim any liability for the third-party services and are not responsible for the performance of the third-party services or servicers.

4.2 Security

We have implemented security measures designed to secure your information from accidental loss and from unauthorized access, use, alteration or disclosure.

However, we cannot guarantee that unauthorized persons will never gain access to your information, and you acknowledge that you provide your information at your own risk, except as otherwise provided by applicable law.

5. How we Collect, Use and Share Information

In order to provide the Services, we may share information about you and your dPay account with third parties, including but not limited to your bank and Purchasers.

5.1 Verification of Your Identity

In order to verify the information you submit via the account registration process as detailed in Section 2.1 (Generally) we may request information from various third parties, including credit bureaus and identity verification services. By accepting these Terms you authorize us to retrieve information about you by using third parties and

acknowledge we may have to share the information you have previously submitted to do so.

From time to time dPay may engage third parties in order to assist in different aspects of the provision of our Services to you. You acknowledge and agree your use of the Services may require we share your information with these third parties who may need to review your eligibility to use the Services according to their own verification procedures.

6. Our Ownership of the Services and the dPay Website

You agree and acknowledge that we own all right, title and interest to and in the Services, the associated software, technology tools and content, the dPay website (dyos.io and dyospay.com), the content displayed on the website, and other materials produced by and related to dPay (collectively, the dPay IP). You are only permitted to use the Services and the dPay IP to accept and receive payments, according to these Terms. When you accept the Terms, we grant you a personal, limited, revocable and non-transferable license to use the dPay IP, without the right to sublicense. You shall not rent, lease, sublicense, distribute, transfer, copy, reproduce, download, display, modify or timeshare the dPay IP or any portion thereof, or use the dPay IP as a component of or a base for products or services prepared for commercial sale, sublicense, lease, access or distribution. You shall not prepare any derivative work based on the dPay IP, nor shall you translate, reverse engineer, decompile or disassemble the dPay IP.

7. Advertising

By written mutual consent, we may publish your corporate name, artwork, text and logo (Merchant Content) on the dPay website and promotional materials to acknowledge you as our customer. You represent and warrant to us that you have the right to provide the Merchant Content to us, and that the use, copying, modification and publication of the Merchant Content by us: (a) will not infringe,

violate or misappropriate any third party copyright, patent, trade secret or other proprietary rights, (b) will not infringe any rights of publicity or privacy, and (c) will not be defamatory or obscene or otherwise violate any law.

8. Invoices & Settlement

8.1 Invoice Generation and Exchange Rate Guarantee

dPay's hosted invoice UI shall be used. To create an invoice for your Purchaser, you may post a request to dPay to collect a specific amount in your local currency, such as Dollars or Euros, or in any of the supported cryptocurrencies. dPay will pull the exchange rate, where applicable, and provide the payment instructions to you for you to display to the Purchaser. For more information about how dPay calculates the exchange rates and factors in market depth, please refer to the exchange rate section in the dashboard. Invoice timeout information is clearly displayed on each dPay invoice. While we guarantee the exchange rate as long as the Purchaser pays within such time window, you agree that you assume the volatility risk of your local currency or the applicable cryptocurrency. For instance, if you ask us to collect \$100, and the Purchaser sends the cryptocurrency equivalent within the time window, we guarantee you will receive exactly \$100, minus our fee if applicable. We do not, however, guarantee the value of the U.S. dollar.

For any payments that are made using the blockchain, an invoice is considered complete by us after the payment has completed a certain amount of block confirmations. You can choose the number of block confirmations in the dashboard depending on the need for speed of your transactions. You have the option to inform your Purchaser earlier about the status of the invoice; please note that dPay is not liable for settling invoices with a payment that never receives the chosen number of confirmations. dPay employs techniques to detect payments that are at risk of never receiving the selected amount of block confirmations, however these measures do not completely eliminate the risk associated with unconfirmed payments.

8.2 Fees

8.2.1 Our merchant Fees

We charge service fees for merchants on our Basic plan who have processed up to hundred transactions in a month or who have selected our Advanced subscription plan ("Service Fees"). Merchants paying Service Fees will have these fees offset against their applicable balances.

If you issue a full or partial refund to your customers, the miner fee amount will be deducted from your merchant ledger balance. The deduction will be added as a separate entry in your dPay ledger after the refund is executed.

8.2.2 Purchaser Fees

Network Costs

dPay may incur a cost ("Network Cost") to sweep an incoming cryptocurrency payment. These Network Costs are included in the invoice total and are paid by the Purchaser. The Network Costs are not returned when a refund is executed. You can learn more about the reasons for these costs here: blog.dPay.com/network-costs. Purchaser has the discretion to decide to pay or not pay an invoice after it has been created.

Miner Fees

Cryptocurrency transactions may require a miner fee. These miner fees are automatically created by the Purchaser's wallet and sent to the miner. These miner fees are not dPay fees. The miner fees paid to the Network are not returned when a refund is executed.

If a Purchaser would like to learn more about the applicable fees, please view the fee details in the dashboard. We reserve the right to change our fee structure and pricing. Your continued use of our Services after we notify you of any changes in our fees constitutes your acceptance of such change. Current pricing information is provided on the dPay website after login.

8.3 Methods of Settlement

We will verify the Purchaser's payments over the cryptocurrency peer-to-peer payment network and post the balance to your accounting ledger, according to your preference settings. The debits and credits to your accounting ledger are funds temporarily held by dPay until settlement to your bank account can take place. You can receive a settlement in your local currency, in any of the supported cryptocurrencies, or in a mixture of both. You assume volatility risks of the currency in which you choose to settle. For example, if you choose to settle in ethereum, then you assume the volatility risk of the ethereum value. DISCLOSURE: While there are also material risks from accepting various forms of payment (such as cash, other fiat currencies, network card payments, other proprietary electronic payments and alternative virtual currency payments including Litecoin and Dash), dPay is disclosing the following material risks of virtual currency in accordance to applicable EU, EEA and CH law.

8.3.1 Settlements in Local Currencies

Direct deposit to a bank account in a local currency is available to merchants located in certain countries. Please refer to the list in the profile page of the dashboard. If you wish to receive direct deposit settlements, you must provide us with valid bank account information and keep such information current. If you are using the Basic or Advanced plan, we will send a direct deposit to your bank account to clear out your accumulated ledger balance in the chosen day or if recurring is chosen in the chosen period.

Minimum settlement amounts apply; please refer to the dashboard for information related to minimum settlement amounts and deposit frequency. We will charge you the applicable wire fees.

8.3.2 Your Bank Account

You must provide us with written notice at least five (5) business day prior to closing your bank account. If you wish to continue to receive direct deposits, you must

provide us with information for a substitute bank account. You are solely liable for all fees and costs associated with your bank account and for all overdrafts. You are also liable to us for any fees that we may incur based on your provision of inaccurate information or instructions. You authorize us to initiate electronic credits to your bank account at any time, as necessary to process your transactions. We will not be liable for any delays in receipt of funds or errors in bank account entries caused by third parties.

8.3.3 Settlements in a Supported Cryptocurrency

Any supported cryptocurrency accepted by dPay on your behalf must be settled to a cryptocurrency wallet that you provided. Payments in any of the supported cryptocurrencies are sent to your designated wallet address, at least once per calendar day. dPay is not liable for any losses incurred as a result of improperly reported or designated wallet addresses that you provide.

8.3.4 Refund Reserve

With your explicit consent, dPay can set a refund reserve. You can use the refund reserve to refund dPay invoices (e.g., when goods/services are not delivered) or to fund cryptocurrency payout requests. Once the refund reserve is set, dPay does not settle the refund reserve amount. Pending refunds are deducted from your refund reserve. If no refund reserve is set, pending refunds will be deducted from the settlement amount.

dPay does not own or control the underlying software protocols that govern the operation of cryptocurrencies supported on our platform. In general, the underlying protocols are open source, and anyone can use, copy, modify, and distribute them. Unless explicitly mentioned on our website or in our Terms, we do not support or process payments for unsupported payments, coins, tokens, or blockchain forks, collectively known as Unsupported Payments ("UP"). dPay assumes absolutely no responsibility whatsoever in respect to UP. dPay is only liable for the cryptocurrency ledger balance selected in your refund reserve or payout preference.

8.3.5 Settlement Minimum

dPay settles once the settlement amount is above the settlement minimum. The standard settlement minimums are found in the dashboard.

8.4 Payment Exceptions

In certain situations when an invoice is not fully paid or overpaid, it will result in a payment exception. You can resolve payment exceptions from the dPay merchant dashboard.

dPay incurs miner fees to refund a payment. If the Purchaser requests a refund for a Payment Exception, dPay will deduct the miner fees from the refund amount.

8.4.1 Underpayments

Underpayments occur when the Purchaser sends less than the full amount required to mark the invoice as fully paid. Since the invoice is not fully paid or complete, the funds do not get applied to the merchant ledger. dPay will send an email to the Purchaser allowing the Purchaser to request a refund for the partial payment. The Purchaser also has the ability to request a refund of the partial payment directly from the invoice. If you want to accept underpayments, you can enable this in your dPay merchant dashboard. In this case dPay will adjust the invoice price to the amount paid, instead of refunding the underpayment.

8.4.2 Overpayments

Overpayments occur when an invoice receives excess funds. In cases such as this, this invoice passes through the state of being paid in full and is marked as an overpayment. Once the invoice is status is "complete", the funds to mark the invoice as fully paid are applied to the merchant ledger. However, the excess funds are not applied. dPay will send an email to the Purchaser allowing the Purchaser to request a refund for the excess funds. The Purchaser also has the ability to request a refund of the excess funds directly from the invoice.

8.4.3 Orphan Payment

Orphan Payments occur when a transaction is received outside the time window referenced in Section 8.1 (Invoice Generation and Exchange Rate Guarantee). Any payments sent to the expired address will show up in dPay's system as an orphan payment. For more information or to resolve orphaned payments, either you or the Purchaser will need to our support team with the appropriate information.

8.4.4 Unsupported Payments

For an overview of the currently supported cryptocurrencies, please refer to the dashboard. Unless explicitly mentioned on our website or in our Terms, we do not support or process payments for UP. Purchasers should not pay any dPay invoice or send UPs to a dPay address. If a Purchaser transmits a UP, the Purchaser may lose any perceived value in the UP. Additionally, the Merchant and the Purchaser agree that dPay assumes no responsibility whatsoever in respect to that UP and the Merchant and the Purchaser will not be able to recover the UP from dPay. dPay assumes absolutely no responsibility whatsoever in respect to UPs.

8.5 Certain Deferrals

If we need to conduct an investigation or resolve any pending dispute related to your dPay account, we may delay settlement or restrict access to your funds while we do so. Additionally, we may delay settlement or restrict access to your funds if required to do so by law, court order or at the request of law enforcement.

8.6 Account Information

You will have access to account information detailing your ledger and transaction and settlement history through your merchant account. Should you identify an error, you must notify us within thirty (30) calendar days of the ledger entry posting.

9. Refunds and Adjustments

9.1 Refund Procedures

dPay can facilitate cryptocurrency refunds on your behalf. You can decide to issue a partial refund or refund the full amount of the initial purchase. You can also decide whether to issue the refund denominated in your local currency or in a supported cryptocurrency. If you do not have enough funds in your dPay account to cover the refund, dPay may require you to deposit a cryptocurrency or fiat to dPay to cover the refund to the Purchaser. Any required currency conversion during the refund process will be calculated at a spot rate determined by dPay.

9.1.1 Refund of Payment Exceptions

If a payment exception is not refunded by you within 30 days after the invoice creation date, you will only be able to refund (and not accept) the payment exception and dPay will lock the applicable cryptocurrency/USD exchange rate exactly 30 days after the date and time of invoice creation.

For any refunds of payment exceptions that occur after the 30-day window, the locked exchange rate is used to determine the amount of cryptocurrency that will be refunded. The cryptocurrency balance is converted to USD on the 30th day at midnight UTC. Additionally, because of the cryptocurrency price fluctuations, dPay will only refund the cryptocurrency amount sent to dPay or the USD value, whichever is less. Any refunds of payment exceptions that happen prior to this 30-day window will be refunded in the exact amount of cryptocurrency originally received.

***Example for BTC (same applies to other supported cryptocurrencies) if BTC price is lower after the 30th day:**

Day	BTC Paid	BTC Price to USD	BTC Refund Amount	USD Value of Refund
1	1	\$1000	1	\$1000
30	1	\$900	1	\$900
31	1	\$800	1	\$800

60	1	\$450	1	\$450
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***Example for BTC (same applies to other supported cryptocurrencies) if BTC price is higher after the 30th day:**

Day	BTC Paid	BTC Price to USD	BTC Refund Amount	USD Value of Refund
1	1	\$500	1	\$500
30	1	\$1,000	1	\$1,000
31	1	\$2,000	0.5	\$1,000
60	1	\$4,000	0.25	\$1,000

9.2 Disclosure of Your Refund Policy

dPay is not responsible for Merchant refund policies. We do suggest Merchants have a clear refund policy for their customers (including, if applicable, “no refunds are allowed as all sales are final”). For certain industries, a refund policy may not be applicable (e.g. where a service is provided). If refunds are permitted, we recommend you to refund the amount of the initial purchase in the currency in which the item was priced.

9.3 Purchaser Complaints

Purchasers filing complaints with dPay about a purchase will be forwarded to you for resolution. dPay reserves the right to terminate accounts which receive excessive complaints.

9.4 Merchant Complaints

Merchants filing complaints regarding our processing service should complaints via email, phone or mail at support@dyos.io, or our livechat

10. Account Termination

10.1 Your Right to Close Your Account

These Terms apply only for as long as you use the Services. Once you cease using the Services, these Terms no longer apply, subject to Section 14.11 (Survival). You may close your dPay account at any time. You will still be obligated to us for any fees incurred, if applicable, before the closure and we will remit to you funds not yet paid to you and associated with pre-closure sales. If your account balance is below our documented minimum transfer amount, you may be responsible for any applicable transactions fees that may be incurred in the funds transfer.

10.2 Our Right to Close or Suspend Your Account

We may terminate your account, at our discretion, upon notice to you via email or phone communication. We may also suspend your access to the Services if we suspect that you have failed to comply with these Terms, pose an unacceptable fraud risk to us, or if you provide any false, incomplete, inaccurate or misleading information. We will not be liable to you for any losses that you incur in connection with our closure or suspension of your account. Additionally, if your merchant account does not have a paid transaction for more than twelve consecutive months, dPay reserves the right to suspend your account, disabling processing capabilities.

10.3 Effect of Account Closure

If your dPay account is closed, you agree: (a) to continue to be bound by these Terms, as required by Section 14.11 (Survival) (b) to immediately stop using the Services, (c) that the license provided under these Terms shall end, (d) that we reserve the right (but have no obligation) to delete all of your information and account data stored on our servers, and (e) that we shall not be liable to you or any

third party for termination of access to the Services or for deletion of your information or account data.

11. Indemnification

You agree to indemnify dPay, its affiliated and related entities, and any of its officers, directors, employees and agents from and against any claims, costs, losses, liabilities, damages, expenses and judgments of any and every kind (including, without limitation, costs, expenses, and reasonable attorneys' fees) arising out of, relating to, or incurred in connection with any claim, complaint, action, audit, investigation, inquiry, or other proceeding instituted by a person or entity that arises or relates to: (a) any actual or alleged breach of your representations, warranties, or obligations set forth in these Terms; (b) your wrongful or improper use of the Services; (c) the products or services sold by you through our Services, including but not limited to any claims for false advertising, product defects, personal injury, death or property damage; or (d) any other party's access or use of our Services with your account information.

12. No Warranties

WE PROVIDE THE SERVICES ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND YOUR USE OF THE SERVICES IS AT YOUR OWN RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE PROVIDE THE SERVICES WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT). WITHOUT LIMITING THE FOREGOING, WE DO NOT WARRANT THAT THE SERVICES (AND OUR WEBSITE): WILL OPERATE ERROR-FREE OR THAT DEFECTS OR ERRORS WILL BE CORRECTED; WILL MEET YOUR REQUIREMENTS OR WILL BE AVAILABLE, UNINTERRUPTED OR SECURE AT ANY PARTICULAR TIME OR LOCATION; ARE FREE FROM VIRUSES OR OTHER HARMFUL CONTENT. WE DO NOT ENDORSE, WARRANT, GUARANTEE OR

ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE OFFERED OR ADVERTISED BY A THIRD PARTY THROUGH THE SERVICES OR THROUGH OUR WEBSITE, AND WE WILL NOT BE A PARTY TO NOR MONITOR ANY INTERACTIONS BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES.

13. Limitation of Liability

IN NO EVENT WILL WE BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES OR ANY LOSS, THEFT, DISAPPEARANCE, OR DAMAGES FOR LOST PROFITS, LOST REVENUES, LOST DATA OR OTHER INTANGIBLE LOSSES THAT RESULT FROM THE USE OF, INABILITY TO USE, OR UNAVAILABILITY OF THE SERVICES, REGARDLESS OF THE FORM OF ACTION AND WHETHER OR NOT WE KNEW THAT SUCH DAMAGE MAY HAVE BEEN INCURRED. IN NO EVENT WILL WE BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DAMAGE, LOSS OR INJURY RESULTING FROM HACKING, TAMPERING, VIRUS TRANSMISSION OR OTHER UNAUTHORIZED ACCESS OR USE OF THE SERVICES, YOUR dPay ACCOUNT, OR ANY INFORMATION CONTAINED THEREIN. IN NO EVENT WILL OUR LIABILITY FOR ANY DAMAGES ARISING IN CONNECTION WITH THE SERVICES EXCEED THE FEES EARNED BY US IN CONNECTION WITH YOUR USE OF THE SERVICES DURING THE 6 MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM FOR LIABILITY. THE FOREGOING LIMITATIONS OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

14. Miscellaneous

14.1 Taxes

You are responsible for determining any and all taxes assessed, incurred, or required to be collected, paid, or withheld for any reason in connection your use of our software and services ("Taxes"). You also are solely responsible for collecting, withholding, reporting, and remitting correct Taxes to the appropriate tax authority.

We are not obligated to, nor will we determine whether Taxes apply, or calculate, collect, report, or remit any Taxes to any tax authority arising from any transaction. dPay will report as required by law, your name, address, employer identification number, the total dollar/euro amount of the payments you receive in a calendar year and the total dollar amount of the payments you receive for each month in a calendar year as requested by law

14.2 Privacy Policy

Please see our privacy policy for information regarding how we collect and use information. The Privacy Policy is part of these Terms, so please make sure that you read it.

14.3 Assignment

You may not transfer or assign these Terms, or any rights granted by these Terms. You agree and acknowledge that we may assign or transfer these Terms.

14.4 Severability

Should any provision of these Terms be determined to be invalid or unenforceable under any law, rule, or regulation, such determination will not affect the validity or enforceability of any other provision of this Agreement.

14.5 Waivers

Our failure to assert any right or provision in these Terms shall not constitute a waiver of such right or provision, and no waiver of any term shall be deemed a further or continuing waiver of such or other term.

14.6 Entire Agreement

This Agreement including the Privacy Policy referenced herein, represent the entire understanding between us and you with respect to the matters discussed. Headings are included for convenience only, and shall not be considered in interpreting these Terms.

14.7 Notices

You agree to accept communications from us in an electronic format, and agree that all terms, conditions, agreements, notices, disclosures or other communications that we provide to you electronically will be considered to be “in writing”.

14.8 Governing Law; Arbitration

This Agreement will be governed by and construed in accordance with the laws of Canton Zug in Switzerland and applicable Swiss law without reference to conflict of law or choice of law provisions, and applicable federal law. If a disagreement or dispute in any way involves the Services or these Terms and cannot be resolved between you and us with reasonable effort, the disagreement or dispute shall be resolved exclusively by final and binding administration by the Court of Zug or Federal Swiss Court. You agree that the arbitration shall be held in Switzerland, or at any other location that is mutually agreed upon by you and us. You agree that, unless prohibited by law, there shall be no authority for any claims to be arbitrated on a class or representative basis, and arbitration will only decide a dispute between you and us. Arbitration proceedings must be initiated within one (1) year after the disagreement or dispute arises. If any part of this Arbitration clause is later deemed invalid as a matter of law, then the remaining portions of this section shall remain in effect, except that in no case shall there be a class arbitration.

14.9 Amendment

We may update or change these Terms from time to time by posting the amended Terms on our website. Such updates or changes shall be effective at the time of posting. If you continue to use the Services after we provide notice of such changes, your continued use constitutes an acceptance of the amended Terms and an agreement to be bound by them. If you do not agree to the amended Terms, you must close your dPay account per the termination section of this agreement and discontinue your use of the Services.

14.10 Force Majeure

Neither you nor we will be liable for delays in processing or other non-performance caused by such events as fires, telecommunications, utility, or power failures, equipment failures, labor strife, riots, war, nonperformance of our vendors or suppliers, acts of God, or other causes over which the respective party has no reasonable control; provided that the party has procedures reasonably suited to avoid the effects of such acts.

14.11 Survival

The provisions of Sections 3.4 (Representations and Warranties), 4.2 (Security), 6 (Our Ownership of the Services and the dPay Website), 7 (Advertising), 8.5 (Certain Deferrals), 11 (Indemnification), 12 (No Warranties), 13 (Limitation of Liability), and 14.8 (Governing Law; Arbitration) shall survive the termination of these Terms.