

TERMS OF SERVICE

Effective date: February 15, 2021

By using any of the Laterpay services (the "Service"), you agree to the following terms and conditions of use ("Terms of Service"). This is a contract (the "Agreement") in electronic form between you ("you," "your," and "yourself") and Laterpay Inc. and its successors, subsidiaries, and affiliates ("Laterpay," "we," "us," and "our"). All references to "Laterpay" shall include our directors, officers, employees, shareholders and affiliates, as well as all individuals and organizations providing services for Laterpay.

PLEASE READ THE TERMS OF THIS AGREEMENT CAREFULLY BEFORE USING THE SERVICE.

1. ACCEPTANCE OF TERMS OF SERVICE

By using the Service, you agree to be bound by these Terms of Service posted via the Laterpay website (www.laterpay.net, or the "Site").

If you do not agree with any of these Terms of Service, including our [Privacy Policy](#), please do not use the Service.

By using the Service you warrant that you are eighteen (18) years or older and have legal capacity to enter into the agreement set out in these Terms of Service.

2. USE OF THE SERVICE

You can commence using the Service without registering. However, once prompted by Laterpay, you must complete the registration process by providing us with complete and accurate information when requested. Any usernames and passwords used for the Service are for individual use only. You are solely responsible for maintaining the security and confidentiality of the password you use to access your account and will notify us of any unauthorized use of your password or account or any other breach of security. We are not liable for any loss that you may incur as a result of someone using your password or account, either with or without your knowledge.

We may use the information that you provide Laterpay for the purposes explicitly set forth in the Privacy Policy incorporated herein.

By using the Service, you may receive data, digital content or other goods or services ("Materials") from a third party website or merchant. The provision of the Materials may be subject to the terms and conditions of the third party website or the merchant. However, we shall have no responsibility to you with regard to any and all claims you may have related to such Materials. To the extent that you deactivate your account, your access to the Service and Materials will be terminated, and Laterpay, at its sole discretion, may charge you for any outstanding balances owed at the time of deactivation.

In the event of donations or contributions, Laterpay shall have (i) no responsibility to you for a recipient's qualification as a tax-exempt organization or any and all claims for tax-deductibility of your donation or contribution and (ii) no obligation to provide you with any tax documentation.

Your access to and use of the Services or any Materials are at your own risk.

THE SERVICES ARE PROVIDED TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS. LATERPAY MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WITH RESPECT TO THE SERVICES, INCLUDING ANY REPRESENTATION OR WARRANTY THAT THE USE OF THE SERVICES WILL (A) BE TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM, OR DATA, (B) MEET YOUR REQUIREMENTS OR EXPECTATIONS, (C) BE FREE FROM ERRORS OR THAT DEFECTS WILL BE CORRECTED, OR (D) BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. LATERPAY ALSO MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WITH RESPECT TO MATERIALS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM LATERPAY OR THROUGH THE SERVICES, WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

We will terminate the Laterpay Service for any individual listed on the U.S. Department of Commerce, Bureau of Industry and Security's Denied Persons List ("Denied Persons List") and/or that is located in a country on the U.S. Department of Commerce, Bureau of Industry and Security's specified Embargoed Countries ("Embargoed Countries").

3. TERMINATION



Laterpay reserves the right to refuse and/or terminate your access to the Service for any reason, at any time, without notice. Upon such termination, Laterpay, at its sole discretion, may charge you for any outstanding balances owed at the time of termination.

4. YOUR CONDUCT AND ACCEPTABLE USE

You should use the Service only for legitimate purposes. In particular, you will not (i) interfere with other users, (ii) gain unauthorized access to other computer systems or networks connected to the Service or Site or use the Service or Site, (iii) impersonate or misrepresent your professional or other affiliation to Laterpay, (iv) use the Service or the Site for any unlawful purpose, and you may not encourage conduct that would constitute a criminal offense or give rise to civil liability, or (v) breach these Terms of Service.

5. FOREIGN TRANSACTION FEES

If transactions are made in currencies other than the currency of the country of your billing address (the "Currency"), Laterpay will use a Currency conversion rate determined by an associated financial institution of Laterpay, to be reflected in your Laterpay invoice. Additionally, we may impose a surcharge of two and one-half percent (2.5%) ("Foreign Transaction Fee") of the purchase price for such Materials.

6. CHILDREN'S ONLINE PRIVACY PROTECTION ACT NOTIFICATION

Laterpay is not designed or intended for use by children under the age of 18. Pursuant to 47 U.S.C. Section 230(d) as amended, Laterpay hereby notifies you that parental control protections (such as computer hardware, software, or filtering services) are commercially available that may assist you in limiting access to material that is harmful to minors. Information identifying current providers of such protections is available at the Electronic Frontier Foundation website, <http://www.eff.org>.

7. DISPUTE RESOLUTION

These Terms of Service and Privacy Policy are governed by the laws of the State of New York, without respect to its conflict of laws principles. Jurisdiction for any claims, lawsuits, or other actions (collectively, "Claims") arising under this agreement shall lie exclusively with the state or federal courts within New York, New York. The U.N. Convention of Contracts for the International Sale of Goods is expressly excluded from any interpretation of this Agreement. If any provision of these Terms and Conditions and Privacy Policy are found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these terms and conditions, which shall remain in full force and effect. No waiver of any term of this Privacy Policy and these Terms of Service shall be deemed a further or continuing waiver of such term or any other term. You agree that neither you, nor your representatives, shall have the right or authority to bring any Claims on a class action basis or on bases involving Claims brought in a purported representative capacity on behalf of the general public, other subscribers, or other persons similarly situated.

8. MODIFICATION OF THESE TERMS OF SERVICE

Laterpay reserves the right, at its discretion, at any time, to change these Terms of Service and Privacy Policy. Your continued use of the Service constitutes your agreement to these Terms of Service and Privacy Policy as revised.

These Terms of Service and Privacy Policy constitute the entire agreement between you and Laterpay with respect to the use of the Service.

9. LINKS TO THIRD PARTY SITES

The Service may contain links to third party web sites ("Third-Party Websites").

LATERPAY IS NOT RESPONSIBLE FOR THIRD-PARTY WEBSITES AND THEIR CONTENT. LATERPAY MAKES NO WARRANTIES OR CONDITIONS REGARDING AND HAS NO RESPONSIBILITY FOR THE CONTENTS OF OR MATERIALS SOLD BY SUCH THIRD-PARTY WEBSITES. WE ARE NOT LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY YOUR USE OF OR RELIANCE ON SUCH THIRD-PARTY WEBSITES. YOUR USE OF THIRD-PARTY WEBSITES IS AT YOUR OWN RISK. WHEN YOU ACCESS OR PURCHASE MATERIALS FROM ANY OF THESE THIRD-PARTY SITES, YOUR RIGHTS AND OBLIGATIONS WHILE ACCESSING AND USING THOSE SITES WILL BE GOVERNED SOLELY BY THE AGREEMENTS AND POLICIES RELATING TO THE USE OF THOSE SITES.

10. USER SUBMISSIONS



Any suggestions, ideas, or concepts that are submitted to Laterpay by you ("Submitted Materials") shall become, and remain, the property of Laterpay. You agree that any Submitted Materials, in whole or in part, may be used by Laterpay or any of its affiliates for any purpose including modification, reproduction, transmission, publication, advertising, press, publicity, broadcast, and posting in any media. You additionally agree that Laterpay is free to use any ideas, concepts, techniques, or know-how contained in any Submitted Materials you send to Laterpay or via the Site **for any** purpose whatsoever including, but not limited to, developing, manufacturing, marketing, and selling products and services based upon such information without any obligation to compensate you or anyone else for them.

By submitting such Submitted Materials, you are assigning and transferring any and all right, title and interest in Submitted Materials to Laterpay, including any moral rights. You represent and warrant that Submitted Materials do not infringe any third-party intellectual property rights. You agree not to transmit any unlawful, threatening, harassing, libelous, defamatory, obscene, pornographic, or profane material, any material submitted without permission under another person's name, or other material that could constitute or encourage conduct that could be considered a criminal offense or violate any law. You shall not, without the express written approval of Laterpay submit any materials which contain advertising or any solicitation with respect to products or services.

11. LIABILITY DISCLAIMER

LATERPAY AND/OR ITS RESPECTIVE LICENSORS, AFFILIATES AND SUPPLIERS MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, FREEDOM FROM VIRUSES OR OTHER HARMFUL COMPONENTS AND ACCURACY OF THE INFORMATION, SOFTWARE, PRODUCTS, SERVICES, VIDEO, AUDIO, RELATED GRAPHICS AND OTHERWISE CONTAINED WITHIN THE MATERIALS FOR ANY PURPOSE. AS STATED ABOVE, LATERPAY HAS NO CONTROL OVER THE THIRD-PARTY WEBSITES AND NO RESPONSIBILITY FOR THE CONTENTS OF OR MATERIALS SOLD TO YOU BY SUCH THIRD-PARTY WEBSITES. ACCORDINGLY, LATERPAY AND/OR ITS RESPECTIVE LICENSORS, AFFILIATES AND SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THE MATERIALS, INCLUDING ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, WORKMANLIKE EFFORT, TITLE AND NON-INFRINGEMENT. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO NOT ALL OF THE ABOVE EXCLUSION MAY APPLY TO YOU.

YOU SPECIFICALLY AGREE THAT LATERPAY SHALL NOT BE RESPONSIBLE FOR UNAUTHORIZED ACCESS TO OR ALTERATION OR INTERCEPTION OF YOUR PERSONAL INFORMATION/DATA, TRANSMISSIONS OR OTHER DATA, ANY MATERIALS OR DATA SENT OR RECEIVED OR NOT SENT OR RECEIVED, OR ANY TRANSACTIONS ENTERED INTO THROUGH OR USING THE SERVICE. YOU ALSO SPECIFICALLY AGREE THAT LATERPAY IS NOT RESPONSIBLE FOR ANY CONTENT SENT USING AND/OR INCLUDED IN THE MATERIALS BY ANY THIRD PARTY. YOU FURTHER AGREE THAT LATERPAY AND/OR ITS RESPECTIVE LICENSORS, AFFILIATES AND SUPPLIERS MAY MAKE IMPROVEMENTS AND/OR CHANGES TO THE SERVICE AND/OR MAY DISCONTINUE ANY PART OF THE SERVICE AT ANY TIME.

IN NO EVENT SHALL LATERPAY AND/OR ITS RESPECTIVE LICENSORS, AFFILIATES AND SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR UNAUTHORIZED ACCESS TO OR ALTERATION OR INTERCEPTION OF YOUR PERSONAL INFORMATION/DATA, TRANSMISSIONS OR OTHER DATA, LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF THE SERVICE, OR FOR ANY MATERIALS OBTAINED FROM THIRD PARTIES THROUGH THE SERVICE, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF LATERPAY OR ANY OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. IF THIS LIMITATION OF LIABILITY OR THE EXCLUSION OF WARRANTY SET FORTH ABOVE IS HELD INAPPLICABLE OR UNENFORCEABLE FOR ANY REASON, THEN LATERPAY'S MAXIMUM LIABILITY FOR ANY TYPE OF DAMAGES SHALL BE LIMITED TO ONE-HUNDRED DOLLARS (\$100). IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SERVICE, OR WITH ANY OF THESE TERMS OF SERVICE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SERVICE AND/OR DEACTIVATE YOUR ACCOUNT.

You agree to indemnify and hold Laterpay harmless from all claims, liabilities, losses, damages, and expenses (including attorneys' fees and expenses) arising out of or relating to (a) your use of any part of the Service; (b) your use of any received Materials, products or services offered by third-parties in connection with the Service, including without limitation any damage to any software or hardware as a result of any viruses; (c) your alleged breach of this Agreement; or (d) the suspension or termination of you as a user of the Service as provided in this Agreement at the sole and exclusive discretion of Laterpay.

12. SERVICE CONTACT



You may e-mail your requests for customer service to support@laterpay.net.

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