

**Last Updated: March 23, 2018**

By using the LaterPay Service (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, where appropriate, its employees, officers, directors, investors, agents, consultants, assignees, affiliates, partners, contractors, attorneys, accountants, advertisers, and any and all other individuals and organizations providing services on behalf of LaterPay.

PLEASE READ THE TERMS OF THIS AGREEMENT CAREFULLY BEFORE USING THE SERVICE. BY ACCESSING THE SERVICE, YOU AGREE TO BE LEGALLY BOUND BY THIS AGREEMENT AND ALL MODIFICATIONS THEREOF. PLEASE DO NOT USE THE SERVICE IF YOU DO NOT AGREE WITH THIS AGREEMENT.

## 1. ACCEPTANCE OF TERMS OF SERVICE

As stated above, the first time and each subsequent time you use the Service, you agree to be bound by these Terms of Service and any additional terms that will apply prospectively to you. You agree to accept notice of posting the new terms via the LaterPay website ([www.laterpay.net](http://www.laterpay.net)) on which you accessed these terms (the "Site").

If you do not agree with any of these Terms of Service, including the [Privacy Policy](#) incorporated by reference herein, please do not use or agree to use the Service. By using or subscribing to the Service you will be deemed to have irrevocably agreed to these Terms of Service. Some features of the Service may be subject to additional terms and conditions, which you should read carefully before making any use of those features. Such additional terms will not change or replace these Terms regarding use of this Service, unless otherwise expressly stated.

LaterPay may modify these Terms of Service prospectively from time to time in its sole discretion. Your continued use of the Service following the posting of any changes to the Terms of Service constitutes your acceptance of such changes. You agree to be notified of changes to the Terms of Service via posting of updates on the Site, and, at LaterPay's sole discretion, by electronic mail to the email address you provide LaterPay, once you have registered with LaterPay.

This is a Service exclusively for persons eighteen (18) years or older. By using the Service you warrant that you have legal capacity to enter into the agreement set out in these Terms of Service (i.e., that you are of sufficient age and mental capacity and are otherwise entitled to be legally bound in contract), and that you are using LaterPay on your own behalf, or on behalf of an organization that you have the authority to represent.

## 2. USE OF THE SERVICE

In order to use the Service, you must complete the registration process by providing us with complete and accurate information when requested. By using the Service, you agree to provide true, accurate and current information in connection with that account. 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. You agree to immediately notify LaterPay 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.

You agree that LaterPay may use the information that you provide to LaterPay for the purposes explicitly set forth in the Privacy Policy incorporated herein.

By using the Service, you understand that LaterPay, in providing the Service, enables you to (i) purchase data, digital content or other goods or services ("Materials") from a third party website or merchant (the "Paid-For Service") (ii) make voluntary charitable donations to tax-exempt organizations ("Donations") and/or (iii) make voluntary monetary contributions to *non*-tax-exempt organizations that provide Materials via their websites at no charge ("Contributions"). However, LaterPay is not a merchant, and is not responsible for any Materials. LaterPay is not a charity or a tax-exempt organization. LaterPay shall have no responsibility to you with regard to any and all claims you may have related to the Materials or any materials, goods or services provided or performed by merchants, regardless of whether such merchants make use of LaterPay's Paid-For Service, Donations or Contributions. To the extent that you deactivate your account, your access to the Service and any Materials accessed through the Paid-For Service will be terminated, and LaterPay, at its sole discretion, may charge you for any outstanding balances owed at the time of deactivation.

Unless expressly stated otherwise by a third party website and/or merchant with which you interact using the Service, or in the LaterPay Mobile End User License Agreement, any Materials you access from the third party website owner and/or merchant using the Service are for your personal and non-commercial use only, including that you may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell the Materials.

Although Donations made to certain tax-exempt charitable organizations may be tax-deductible for you, LaterPay shall have no responsibility to you with regard to such merchant's qualification as a 501(c)(3) tax-exempt organization or any and all claims for tax-deductibility of your Donations ("Tax Claim"). You understand and agree that Donations merchants, not LaterPay, are solely responsible for their tax status and for providing you with any documentation you may need to claim any deductions. Under no circumstances will (i) a Contribution or (ii) a purchase made using LaterPay's Paid-For Service be deductible as contribution to a charitable organization.

LaterPay's determination to make its services available to merchants, including merchants receiving Donations and Contributions, should not be viewed as an endorsement of such merchants. Donations and Contributions are non-refundable.

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

**YOU UNDERSTAND AND AGREE THAT 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 THE MATERIALS, OR ANY MATERIALS, GOODS OR SERVICES PROVIDED OR PERFORMED BY MERCHANTS, REGARDLESS OF WHETHER SUCH MERCHANTS MAKE USE OF LATERPAY'S PAID-FOR SERVICE, DONATIONS OR CONTRIBUTIONS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM LATERPAY OR THROUGH THE SERVICES, WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.**

The LaterPay Service is not intended for or available to 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**"). LaterPay will endeavor to determine if a user is on the Denied Persons List or located in one of the Embargoed Countries, LaterPay will terminate any created account and deny further access to the Service by such user.

### 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

The following rules are a condition of your use of the Service.

- *No Interference*

You may not interfere with any other user's use or enjoyment of the Service. You may not use the Service, Site or the content to spread viruses, worms, Trojans, malware, infected

or corrupt files, hoaxes or other activities generally viewed as harmful or fraudulent.

- *No Unauthorized Access*

You may not attempt to gain unauthorized access to other computer systems or networks connected to the Service or Site or use the Service or Site, their content or any information contained therein for any unlawful purpose including, for example, using or modifying LaterPay's application programming interface(s) to disrupt, damage, or limit the functioning of the Service or our Site. LaterPay, in its sole and absolute discretion, shall determine whether any use by you of the Service violates this provision.

- *Be Yourself*

You may not impersonate or falsely state or otherwise misrepresent your professional or other affiliation to LaterPay or with any other person or entity.

- *No Criminal or Unlawful Conduct*

You may not use the Service, Site or the content contained therein for any unlawful purpose, and you may not encourage conduct that would constitute a criminal offense or give rise to civil liability.

- *No Offensive Activity*

You may not use the Service, Site or the content for purposes that are offensive or in violation of any person's right of privacy; racist, unethical, immoral or comparably objectionable; for purposes that are harmful to minors, in particular content that glorifies violence or pornographic content; for, or in connection with, any unsolicited or unauthorized advertising, junk mail or spam, chain letters or snowball systems, links to partners or other forms of customer advertising that are expressly prohibited in accordance with the respective applicable law or are viewed as anticompetitive.

- *Follow These Terms of Service and Conduct Rules*

You may not take any action in using the Service that violates any applicable law or these Terms of Service.

We may require, at any time, proof that you are following these rules. We reserve the right to take, or refrain from taking, any and all steps available to us, including suspending or terminating your access to the Service or seeking other legal or equitable remedies, once we become aware of any violation of these provisions.

### 5. FOREIGN TRANSACTION FEES; SERVICE FEES

If transactions are made in currencies other than the currency of the country of your billing address upon of your account once created (the "Currency"), LaterPay will use a currency conversion rate into such Currency determined by an associated financial institution of LaterPay. All conversion rates applied will be reflected in your LaterPay invoice. In addition to the currency conversion into the Currency, LaterPay may impose and you agree to pay a surcharge of two and one-half percent (2.5%)

("Foreign Transaction Fee") of the total value of your transaction with LaterPay. LaterPay reserves the right to change the Foreign Transaction Fee by providing notice on its Site and/or by providing written notice to you including, but not limited to, electronic mail notification.

You understand and agree that, when you use the LaterPay Service, including the Donations and Contributions features, LaterPay service fees will be subtracted from the amounts received by the relevant merchants.

## **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 USE**

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 and Conditions and Privacy Policy as revised.

These Terms of Service and Privacy Policy constitute the entire agreement between you and LaterPay with respect to your use of the Services and any Materials. No changes shall be made except by a revised posting on this page and may not be modified by any advertisements of LaterPay or oral or written

communications by LaterPay, except for a written and signed communication from an authorized officer of LaterPay.

## **9. LINKS TO THIRD PARTY SITES**

The Service may contain links to third party web sites, including those offered by merchants making use of LaterPay's Paid-For Service, Donations or Contributions ("Third-Party Websites").

LATERPAY IS NOT RESPONSIBLE FOR THIRD-PARTY WEBSITES AND THEIR CONTENT. THE THIRD-PARTY WEBSITES ARE NOT CONTROLLED BY LATERPAY. ACCORDINGLY, LATERPAY MAKES NO WARRANTIES OR CONDITIONS REGARDING SUCH THIRD-PARTY WEBSITES, HAS NO RESPONSIBILITY FOR THE CONTENTS OF OR MATERIALS MADE AVAILABLE TO YOU BY SUCH THIRD-PARTY WEBSITES, AND WILL NOT BE 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. THE INCLUSION ON THE SITE OR OTHER SERVICE OF A LINK TO A THIRD-PARTY WEBSITE DOES NOT IMPLY AN ENDORSEMENT BY LATERPAY. WHEN YOU INTERACT WITH ANY OF THESE THIRD-PARTY SITES, PLEASE UNDERSTAND THAT IF YOU VISIT THIRD-PARTY WEBSITES THEN YOUR RIGHTS AND OBLIGATIONS WHILE ACCESSING AND USING THOSE SITES WILL BE GOVERNED BY THE AGREEMENTS AND POLICIES RELATING TO THE USE OF THOSE SITES.

## **10. INTELLECTUAL PROPERTY**

The Materials and all related content including, but not limited to, articles, other text, logos, photographs, illustrations, graphics, product names, designs, logos, video material, and audio clips (collectively, "the Intellectual Property") are protected by copyright, trademark, and other laws of the United States, as well as international conventions and the laws of other countries. The Intellectual Property is owned by the party credited as the provider or owner of the Intellectual Property; the provider or owner reserves all rights other than those that are expressly granted to you in the LaterPay Mobile End User License Agreement or other mutually agreed terms of use.

## **11. 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.

## 12. 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 OR THE MERCHANTS THAT CONTROL SUCH WEBSITES AND NO RESPONSIBILITY FOR THE CONTENTS OF OR ANY MATERIALS OR OTHER GOODS OR SERVICES MADE AVAILABLE BY SUCH THIRD-PARTIES. ACCORDINGLY, LATERPAY AND/OR ITS RESPECTIVE LICENSORS, AFFILIATES AND SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THE MATERIALS OR OTHER SUCH GOODS OR SERVICES, 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 OR OTHER GOODS OR SERVICES OBTAINED FROM THIRD PARTIES IN CONNECTION WITH 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, its employees, officers, directors, investors, agents, consultants, assignees, affiliates, partners, contractors, attorneys, accountants, advertisers, and any and all other individuals and organizations providing services on behalf of 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 made available 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; (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; or (e) a Tax Claim .

## 13. SERVICE CONTACT:

You may e-mail your requests for customer service to [support@laterpay.net](mailto:support@laterpay.net).