

## **DOMUS PAYMENT SOLUTIONS LTD.: Terms of Use**

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### **Introduction**

The terms and conditions contained hereinafter (“Terms of Use”) shall apply to Your access to and to use the website <https://domuspay.io/> and any other linked pages, products, software(s), API keys, features, content or application services in connection therewith (collectively, “Website”), offered from time to time by Domus Payment Solutions LTD., its licensors, affiliates (“DPS” or “We” or “Our” or “Us”).

“Content” shall mean in this Terms of Use any trademarks, service marks and/or trade names used by us on the Website from time to time, and other content posted on the Website, including, but not limited to, images, pictures, graphics, photographs, animations, videos, music, audio and text, available through or posted on the Website.

Any natural or legal person ( hereinafter referred to as a “User”, “You”, “Your” ) logging on to or using the Website (even when such person does not avail of any services provided in the Website (“Service”) shall be presumed to have read this Terms of Use (which includes the Privacy Policy is available on the Website and is integral part of this Terms of Use) and unconditionally and irrevocably accepted the terms and conditions set out herein (this Terms of Use). This Terms of Use do not alter in any way the terms or conditions of any other written agreement You may have with DPS for other products, services or otherwise.

You are irrevocably agree that for some Services provided by DPS You shall be bound by another terms and conditions provided to You by Us, and such terms and conditions shall prevail for certain category of services for which it was provided.

By accessing or using the Website, You agree that You have read, understand and agree to be bound by this Terms of Use in all respects with respect to the Website; such agreement will be deemed for all legal purposes to be in writing and legally enforceable as a signed written agreement. If You are not willing to be bound by each and every term or provisions or if any representation made herein by You is not true, You shall not use, and must cease using the Website.

Please read the terms set out hereunder carefully before You agree to them. You can accept the Terms of Use by:

- Opt-in to accept or agree to the Terms of Use, where this option is made available to You by DPS on the Website, User interface for any particular Service; or
- Accessing, testing or actually using the Services. In this case, You understand and agree that DPS will treat Your use of the Services as acceptance of the Terms of Use from that point onwards.

For the purpose of this Terms of Use terms “User” and “You” shall mean any natural or legal person who agreed to this Terms of Use on behalf of itself or legal person, in this case You represent and warrant that You are authorized to accept this Terms of Use on such legal person behalf and that such legal person agrees to be responsible to Us if You or such person violate this Terms of Use.

For avoidance of doubt, if any provisions of the Terms of Use become void or unenforceable, the remaining provisions of this Terms of Use shall remain in force and effect.

### **Amendments of the Terms of Use**

We reserve the right to amend this Term of Use at any time without notice to You, but we will use reasonable efforts to publish new amendments before such amendments come into force. We will only amend this Terms of Use if the provisions in the Terms of Use are no longer appropriate or if they are incomplete, and only if the changes are reasonable. The latest, fully amended version of this Terms of Use shall be published on the Website. You are responsible for regularly reviewing the Website to obtain timely notice of such amendments. If You continue to use the Website after any amendments came into force, You shall be deemed deemed to have accepted such amended version of this Terms of Use without objections.

## **Eligibility. Allowing and restrictions to use of the Website.**

The Website is intended for Your personal use. You may use the Website only for lawful purpose and are not targeted towards, nor intended for use by anyone under the applicable age of majority or for any unlawful purposes. By using the Website, You represent and warrant that You have achieved Your legal age of majority or have not been previously suspended or blocked on the Website. We reserve, at our sole discretion, the right to refuse any request by You to purchase any Service offered on the Website.

In consideration of Your use of the Website, Content and Service, You agree to (a) provide accurate, current and complete information and permit DPS to correct that information where it is known to be incorrect or incomplete; (b) maintain and promptly update Your information; (c) maintain the security of Your access to Services and the information You provide to DPS; and (d) promptly notify DPS if You discover or otherwise suspect any security breaches related to the Website, Content and Service.

You may not harvest, collect, store or use information about the users of the Website, the Content or other information posted on the Website and also may not publish, refer or transmit through the Website any content, in whatever format, that is (i) defamatory, unlawful, harassing, abusive, obscene, threatening, hateful, sexist or racist; (ii) violates any person's privacy rights; (iii) violates any applicable law, statute, regulations or rules; or (iv) constitutes SPAM or other inappropriate network conduct.

Without limiting any of Our rights, We may suspend, restrict or terminate Your use of the Website effective at any time, without notice to You if the operation or efficiency of the Website is impaired by Your use of the Website; We have received a third party complaint which relates to Your use or misuse of the Website; You are in breach of any provision of this Terms of Use; We are required to do so for legal reasons;.

## **Proprietary Rights and License**

The Services, Content and all other therein, including, without limitation, the DPS logo, patent, designs, text, graphics, pictures, information, data, software, sound files, trade secrets, domain names, URL, other files and the selection and arrangement thereof are exclusively owned by DPS ("Proprietary Rights") and are protected by international copyright laws. You hereby acknowledge that by accessing and using the Website and/or Services You obtain no rights or interest in or to the Proprietary Rights other than those expressly granted to You by Us.

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## **Links to third-party websites**

Where the Website contains links to and integration with third-party websites and services (or any products or other services associated therewith) provided by third-parties, You acknowledge that Your access to or use of such websites and services is entirely at Your own discretion and at Your own risk and You will be solely responsible for any loss or damage that may result from such access or use.

Your use of such websites and services will be a subject to the terms applicable to each such website and service.

## **Disclaimers and Assumptions of Risk**

Other than as expressly set out in this Terms of Use, the Website, Content and Service are provided strictly on an "AS IS" and "AS AVAILABLE" basis without any warranties. To the maximum extent permitted by applicable law, the DPS disclaim all express, implied, and statutory warranties with respect to the same, including without limitation any implied warranties of merchantability, satisfactory quality, fitness for a particular purpose, accuracy, completeness, non-infringement, non-interference, error-free service, and uninterrupted service. DPS neither represents nor warrants that the Website, Content and Service provided

through the Websites, or software or information downloaded from the Website will be accurate, current, uninterrupted, error-free, omission-free, or free from viruses or other harmful components.

### **Limitation of Liability**

To the maximum extent permitted by applicable law, DPS disclaim all liability and shall not be liable for any direct, indirect, incidental, special, consequential or punitive losses or damages, including without limitation damages for lost profits or revenues, goodwill, work stoppage, security breaches, viruses, computer failure or malfunction, use, data or other intangible losses or commercial damages, even if any of such parties are advised of the possibility of such losses, arising under or in connection with this Terms of Use and Website.

The DPS shall not be responsible or liable to You or any other person for any errors or omissions in the Website, any information made available through Website, any decision made or action taken in reliance on the Website or the information made available through Website, or for any loss or damages that arise out of or in connection with Your use of the Website or any materials obtained by or in connection with the Website. The maximum aggregate liability of DPS for any liability arising under or in connection with this Terms of Use, to You or any other third party howsoever arising (including by way of negligence or any other theory of law) shall be limited to the aggregate amount paid by You for the purchase of the product or services directly giving rise to such liability.

You are solely responsible to determine whether the access and use of the Website and/or the Content by You, and the purchase of Services, are permitted under any applicable laws, rules or regulations and will fully indemnify, defend and hold Us and Our agents, affiliates, contractors and suppliers harmless on demand from and against any and all losses, costs, expenses, claims, demands, liabilities and damages (including legal fees), however caused, that may arise as a result of or in connection with (a) access and use of the Website and/or Service by You; or (b) breach by You of any of the terms and provisions of this Terms of Use or (c) breach by You any applicable laws and regulations.

### **Assignment**

You may not assign this Terms of Use without our prior, written consent. This Terms of Use will inure to the benefit of and bind You and Us and Our respective personal and legal representatives, successors and permitted assigns.

### **Applicable Law**

This Terms of Use and all disputes and claims arising out of or in connection with it are governed by Canada laws. You are irrevocably agree that the courts of Canda have exclusive jurisdiction to settle any dispute or claim (whether contractual or non-contractual) arising out of or in connection with this Terms of Use or the Services (including their subject matter or formation).

### **Contacting Us**

If You have any questions regarding this Terms of Use or DPS Services, please contact us using the information below:

#### **DOMUS PAYMENT SOLUTIONS LTD**

**Incorporation number:** BC1358487

**MSB registration number:** M22067268

**Main office or location of MSB:** 170 - 6660 GRAYBAR ROAD  
RICHMOND, BC, CANADA V6W1H9

**Telephone number:** +1 (778) 244-4074

**E-mail:** [info@domuspay.io](mailto:info@domuspay.io)