

Terms Of Use

I. General

1. The following describes the terms and conditions (“Terms of Use”) contained within this agreement upon which Pure Wallet Limited incorporated and registered in England & Wales with company number 12723153 whose registered office is at 130 Old Street, London, England, EC1V 9BD (“Payhub” “We”, “Our” “Us”) offers access to its Website www.thepayhub.com to the Users (“You”, “Your”) of Our Website and the use of Our Services.
2. Payhub provides online payment processing solutions worldwide and acts as a facilitator in order to assist You to accept and/or make online payments with respect to, but not limited to, credit cards, debit cards, local payments, merchant payments (the “Services”), subject to the Terms of Use (which should be read carefully by You in its entirety prior to Your use of the Services. You may use the Website and/or Services solely in accordance with these Terms of Use. Please note that these Terms of Use constitute a legally binding agreement between You and Payhub. In addition to these Terms of Use, please review Payhub’s Privacy Policy as well as other rules, policies and terms and conditions relating to the Services posted on the Website, which are incorporated herein by reference, together with such other policies of which You may be notified of by Us from time to time. If You do not agree to be bound by the Terms Use, do not use or access Our Website and/or Services, and inform Us in writing immediately. By using our Website and/or Services you hereby agree to the current Terms of Use as they may be altered from time to time.
3. Payhub’s Services shall be subject to and pursuant to any such binding documents by and between Us and You, and by and between any relevant financial institution and/or authority and You, as will be executed from time to time. Payhub makes no representations or warranties as to whether the relevant financial institutions will accept and approve You as their customer. Payhub does not make any assurances and/or warranties in regards to the credibility and/or liquidity and/or the status of the solution providers provided by Us and/or the credibility or service or products of the merchant that you will be paying.

II. Definitions

4. In these Terms of Use, the following words and phrases shall (unless the context otherwise requires) have the meanings set out beside them.

“Account” shall mean a personal account opened by You via the Website in connection with the use of the Services.

“Illegal Actions” shall mean illegal, unlawful, fraudulent or other improper activities (including, but not limited to, (i) collusion between Users, (ii) sale, transfer and/or acquiring Accounts from other Users, (iii) breaking into the Website and/or Services or attempting to do the same.

“Restricted Territories” shall mean jurisdictions blocked by Payhub at its sole discretion, from time to time.

“Merchant” shall mean the person and/or legal entity that you are sending the funds for services and/or products and who Merchant is not a related person or entity with Us.

“Solution Provider” shall mean any authorized payment institution or bank that bridges the relationship between Us and the Merchant for the purposes of enabling the transfer of the Merchant’s and Merchant’s client funds and /or the processing of the Transactions.

“User”, “You” or “Your” shall mean any individual who opens an Account with Payhub and uses the Website and/or Services.

“We”, “Our” or “Us” shall mean Payhub, and/or any of Payhub’s affiliated or associated companies, officers, directors, shareholders and employees.

“Website” shall mean www.thepayhub.com and/or any website owned, operated or hosted by Payhub, and any software or content that is used to access such website in order to use the Services.

III. Subordination to the Terms of Use and the Binding Effect Thereof

5. Anyone registered to the Website and/or Services, in accordance with the procedure specified hereafter, or uses the information published on the Website and/or Services, accepts upon himself/herself, in free will and consent, the Terms of Use’s authority, agrees to be bound by the Terms of Use, undertakes to act pursuant to the Terms of Use’s stipulations and to the rules specified therein, as they will be updated from time to time, without any reservation.
6. Payhub is entitled to amend these Terms of Use at any time, and to do so according to its absolute and exclusive discretion; such changes will be posted on the Website and will enter into effect upon such posting, or at a later date as notified by Payhub. Your only remedy in case in which You do not wish to be bound by such amendment is to stop using the Website and Services and to close Your Account; if You continue to use the Website and/or Services, You will be deemed to have agreed to such change and it will be binding upon You.

IV. User Eligibility

7. The Services are available to and may only be used by individuals or companies who can form legally binding contracts under the law applicable to their country of residence. Without limiting the foregoing, Our Services are not available to persons under the age of 18 or otherwise under legal age. If You are under the age of 18 or otherwise under legal age, You may not use this Website and/or Services. If You do not qualify, please do not use Our Website and/or Services For avoidance of doubt, We shall not be responsible for any unauthorized use by any User under legal age in any way or manner.
8. Without derogating from the above provision, We shall not be responsible for verifying and/or checking whether You possess such sufficient knowledge and/or experience to use Our Website and/or Services, nor shall We be responsible for any damage and/or loss incurred by You due to and/or related to the Website and/or the Services You shall bear sole responsibility for any decision made and/or to be made by You relying on the content of the Website. Without limiting the foregoing, Our Services are not available where they are illegal to use and We reserve the right to refuse and/or cancel Services to anyone at Our own discretion.

We do not make any warranties and/or assurances regarding the services and/or performance and/or execution of payments and/or withdrawals via the Solution Provider utilised for your service. In the event of any complications and/or issues and/or disputes with the Solution Provider and the Merchant who provides their services and products to you, this dispute is solely and exclusive between you and the Solution Provider and/or the Merchant and We will not have any liability for any loss and/or misuse of funds and/or no delivery of service or products and funds by the Solution Provider and/or the Merchant. We merely provide the platform and technology as payment facilitator that connects You, the Solution Provider and the Merchant and the legal relationship regarding the actual collection of funds will be with the Solution Provider. We do not make any warranties and/or assurances for any of the Solution Providers provided by Us and our Website. We do not make any warranties or assurances for any of the Merchants. In the event that the Merchant will not provide the services and/or deliver the products to you as chosen, We do not have any responsibility or liability and for that purpose any claim or dispute should be brought forward to the Merchant.

9. The Services are intended only for Users who are not prohibited by the laws of any applicable jurisdiction from using the Services. You represent, warrant and agree to ensure that Your use of the Services will comply with all applicable laws, statutes and regulations. You shall be solely responsible for determining whether Your use of the Services is legal in the place where You live and/or use the Services and to ensure that You comply with any and all laws applicable to You before registering or participating in any activity through this Website. If You reside or are present in any jurisdiction that prohibits using the Services (including without limitation any of the Restricted Territories) You shall not participate in the prohibited activity. You should consult with legal counsel in the applicable jurisdiction about the legality of Your use of the Services.
10. The availability of the Services shall not be deemed or interpreted as an invitation by Us to use the Services, if You reside in a place in which such use is currently forbidden by law (including without limitation any Restricted Territories), or where We, in Our sole discretion, elect not to offer Services. We do not intend to enable You to contravene applicable law. We make no representations or warranties, expressed or implied, concerning the legality of the Services and/or the lawfulness of any person's participation in any activity through the Website and/or Services.
11. Registration Requirements
12. You shall be fully and solely responsible to reserve in confidentiality Your Account and not to transfer Your Account details to another. The full responsibility for an unauthorized use of Your Account lies solely with You, and You will bear, alone, all responsibility derived of an unauthorized use of Your Account. If You misplace, forget or lose Your Account details, Payhub shall not be liable for any direct or indirect loss associated with such occurrence.
13. By opening an Account, You hereby represent, warrant, acknowledge and undertake, towards Payhub, that: (i) Your Account is for Your personal use only and not on behalf of any third party; (ii) You are an individual or company who can form legally binding contracts under the law applicable to Your country of residence, and You are at least 18 years old or at

- the age of legal consent as set by the law applying in the territory You are located in – whichever is higher; (iii) if You are registering as or for a business entity, You hereby declare that You have the authority to bind that entity to this Agreement; (iv) it is Your responsibility to read and comprehend the Services’ rules and procedures and You fully understand these rules and procedures; (v) You will cooperate with Payhub
14. and provide it with all requested documentation in a full, complete and truthful manner; (vi) You have verified and determined that Your use of the Services does not violate any laws or regulations of any jurisdiction that applies to You; (vii) You will use the Website and/or Services in good faith towards Payhub and others using the Website and/or Services; (viii) Payhub may at its sole discretion, open, maintain and/or close Your Account; (ix) You shall be solely responsible for maintaining the confidentiality of Your Account, and for any and all actions taken in connection with Your Account by anyone who enters Your Account while using Your Account, and all such actions shall be deemed as actions taken by You; (x) You will immediately inform Payhub of any suspected unauthorized use of Your Account; (xi) You shall indemnify Payhub and hold Payhub harmless from and against all claims, liabilities, damages, losses, costs and expenses, including legal fees, arising out of or in connection with any breach of these Terms of Use by You, (xii) and you will waive any claims of actions against Payhub for any losses suffered due to actions and/or omissions by the Merchant and/or the Solution Provider and any other liabilities arising out of: (a) Your access to or use of the Website and/or Services, or (b) Your violation of any of the terms of these Terms of Use, or (c) Your breach of any applicable laws or regulations, or (d) any unauthorized use of the Website and/or Services by any third party using Your Account.
15. You further represent, warrant, acknowledge and undertake, towards Payhub, that (i) You will not use Your Account and will not allow any third party to use Your Account for any Illegal Actions; (ii) in case You will perform any Illegal Action Payhub shall be entitled to disclose any and all of Your Account details and information to the relevant authorities, and to suspend and/or cancel Your Account; (iii) You shall be solely responsible for all losses, liabilities and damages incurred as a result of any Illegal Action performed by You and You shall indemnify Payhub for any such losses, damages and liabilities; and (iv) You have not had an Account in the past which was terminated or suspended by Payhub.
16. You may not damage, disable, overburden or impair the Website and/or Services. You may not: (i) upload any content to the Website and/or Services that is libelous, defamatory, offensive, threatening, abusive, hateful, objectionable, harassing, sexually explicit, obscene, illegal, or that infringes or violates any intellectual property rights of any person or otherwise violates the law; (ii) use any automated means to access or use the Website and/or Services or copy or scrape data from the Website and/or Services; (iii) bypass any measure Payhub may use to prevent or restrict access to the Website or any of the Services; (iv) fraudulently manipulate the Website and/or Services in any way. For avoidance of doubt, You shall be responsible and bound by any unauthorized use of the Website and/or Services, made in breach of this section.
17. Powers and Authorities of Payhub
18. Payhub shall make reasonable efforts to prevent malfunctioning in the Website and/or Services activity. However, in any event of a technical failure (or any other error) in the Website and/or Services systems for any reason whatsoever, Payhub will be entitled to cancel Your participation in any of the Services, concerning which the malfunctioning has occurred. Payhub shall not be held liable for any and all failures and errors, including but not

limited to, technical failures, malfunctions, viruses, bugs, errors, tampering or unauthorized intervention, fraud or any causes which are beyond the control of Payhub etc., which You encounter in connection with the Website or the Services.

19. Payhub reserves the right to cancel, terminate, modify or suspend the Services if for any reason, the Services cannot be conducted as planned, including, but not limited to, infection by computer virus, bugs, tampering or unauthorized intervention, fraud, technical failures or any other causes beyond the control of Payhub; Payhub is entitled to take any action it, at its sole discretion, decides to take in order to counter any such circumstances.
20. Payhub reserves the right to limit, refuse or cancel any act by You or through Your Account (regardless of whether such cancellation was due to actions on Your part or of any third party), where Payhub believes that any act of fraud or any other act of bad faith has been taken against Payhub or any third party.
21. Payhub shall be entitled, at its sole discretion, to amend, modify, or discontinue, from time to time, any of the Services and/or introduce new Services. Payhub shall not be liable for any loss suffered by You resulting from any changes made and You shall have no claims against Payhub in such regard.
22. Payhub reserves the right, but is under no duty and/or obligation, to monitor any content uploaded to the Website by You and/or any third party. Payhub, at its sole discretion, may remove any such content at its sole discretion.
23. Reservations Concerning the Responsibility of Payhub
24. Payhub is not responsible for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of data or information and any direct or indirect loss which arises from these occurrences. Payhub is not responsible for any problems or technical malfunction of any telephone network or lines, computer on-line, systems, servers or providers, computer equipment, software failure of email on account of technical problems or traffic congestion on the internet or at any website. Payhub shall not be responsible or liable to You in the event of systems or communications errors, bugs or viruses relating to the Website and/or the Services and/or Your Account or which will result in damage to Your hardware and/or software and/or data.
25. In no event shall Payhub be liable for any direct, indirect, incidental, special, punitive or consequential damages or damages for loss of deposits, funds, profits, revenue, data or use incurred by You or any third party, whether in an action for contract, tort or any other legal theory, arising from the access to, or use of, the Website, the Services or otherwise, regardless of whether Payhub has been informed of the possibility of such damages.
26. You are aware that the Website or Services could contain links provided by third parties which could link directly or indirectly to, inter alia, third party websites and/or advertisements and/or Services, none of which are affiliated with Payhub in any way. You acknowledge that Payhub shall not assume any responsibility with respect to any third party and/or third party post and/or links and/or advertisements of any sort on the Website or the

Services. Should any of Your actions or decisions be with regard to a third party, including but not limited to, Your decision to access any third party link, You understand that Your decisions are at Your own risk and that Payhub will not bear any liability with regard to any of Your actions.

27. We make no representations about the suitability, reliability, availability, timeliness and accuracy of the information, software, products and Services contained and/or offered on the Website and/or the Services for any purpose. All information, software, products and Services are provided "as is" without warranty of any kind. We hereby disclaim all warranties with respect to information, software and Services contained or offered on the Website and/or Services, whether express or implied.
28. In any event, We shall have no liability with respect to any damage or loss that was caused due to reliance, of any type, on the information or any other publication or content appearing on the Website and/or Services, and You and anyone using the Website and/or Services are invited to verify the information published on the Website and/or Services.
29. IN NO EVENT SHALL PAYHUB OR ANY OF ITS AFFILIATED OR ASSOCIATED COMPANIES, OFFICERS, DIRECTORS, SHAREHOLDERS AND EMPLOYEES BE LIABLE TO YOU FOR ANY DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR INCURRED BY YOU OR ANY THIRD PARTY, WHETHER IN ACTION FOR CONTRACT, TORT OR ANY OTHER LEGAL THEORY, IN CONNECTION WITH YOUR ACCESS TO, OR USE OF, THE WEBSITE, THE SERVICES OR OTHERWISE REGARDLESS OF WHETHER THE DAMAGES ARE FORESEEABLE AND WHETHER PAYHUB HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
30. Payhub shall not be responsible or hold any liability for any actions or omissions of internet service providers or any other third party which provides You with access to the Website or Services. You undertake not to hold Payhub liable for any of Your actions or the actions of anyone associated with You.
31. You will use the Website and Services at Your own risk, and Payhub shall not be responsible for any damage or loss You shall incur as a result of modifications, enhancement, termination, suspension or discontinuation of the Website or any of the Services. Payhub will not be responsible for any damage or loss You shall incur as a result of Your use or reliance on the content of any website or application to which links appear on the Website and/or Services.
32. It is hereby agreed that any claim and/or cause of action pertaining to the Services and/or the Website must be filed by You or any other third party within one (1) year after such claim and/or cause of action ariose or be forever barred.
33. THE WEBSITE, SERVICES, THE WEBSITE AND/OR SERVICES CONTENT USED IN CONNECTION THEREWITH ARE PROVIDED "AS IS", AND PAYHUB MAKES NO WARRANTY OR REPRESENTATION, WHETHER EXPRESS OR IMPLIED (WHETHER BY LAW, STATUTE, OR OTHERWISE), INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, COMPLETENESS OR ACCURACY, NON INFRINGEMENT OF THIRD PARTIES' RIGHTS OR OF APPLICABLE LAWS AND REGULATION, OR THAT THE WEBSITE, SERVICES, THE WEBSITE AND/OR SERVICES CONTENT USED IN CONNECTION THEREWITH WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED, OR WILL BE FREE

OF VIRUSES OR BUGS OR AS TO RESULTS OR THE ACCURACY OF ANY INFORMATION THROUGH THE WEBSITE AND/OR SERVICES.

34. Intellectual Property

35. All the rights, including the intellectual property rights (i.e., patents, copyright, trademarks, service marks, logos, trade names, know-how or any other intellectual property rights) concerning the Website and the Services, and all of its content, including, but not limited to, programs, files, video, audio, pictures, graphics, pictures, text and software (collectively the "IP Rights"), are and shall remain the sole and exclusive property of Payhub. You may not use any of the IP Rights without the express prior written approval of Payhub, except pursuant to these Terms of Use, and You shall not, by using the Website and/or Services or otherwise, acquire any rights in any of the IP Rights. Without derogating from the above, You are strictly prohibited from: (i) copying, redistributing, publishing, reverse engineering, decompiling, disassembling, modifying, translating or making any attempt to access the source code of the IP Services to create derivate works of the source code; (ii) selling, assigning, licensing, sublicensing, transferring, distributing the Services, and (iii) making the Services or the Website available to any third party.

36. You may not use any data and/or content and/or any part whatsoever of the Website and/or Services in order to build a product or service or anything in that matter which might compete with and/or competes with the Website and/or the Services, nor will You use the Website and/or the Services to provide services to any third parties, except with the express permission in writing by Payhub. In this respect You recognize and acknowledge that this shall constitute as a breach of agreement and shall entitle Payhub to terminate this agreement effective immediately without any prior warning.

37. Customer Support

38. You may contact Us in connection with anything related to the Website and/or the Services at any time via Our customer support or via Email at support@thepayhub.com

39. Any communication with Our customer support will be handled with the utmost care and without any delay. For such purpose, We will contact You via the contact details provided to Us, and You hereby provide Your consent for such contact.

40. Miscellaneous

41. These Terms of Use and the relationship between You and Payhub shall be governed by, and construed and interpreted in accordance with, the laws of the United Kingdom, excluding its conflict of law rules, and You irrevocably submit to the exclusive jurisdiction of the competent courts of the United Kingdom with respect to any dispute regarding the validity, breach, interpretation, performance or otherwise arising out of or in connection with these Terms of Use, the Website and/or the Services.

42. Payhub may transfer or assign any and all of its rights and obligations hereunder to any third party; without derogating from the above, the Website and/or any of the Services may be

operated by third parties. You may not transfer, assign or pledge in any manner whatsoever any of Your rights or obligations under this Agreement.

43. Unless explicitly stated in this Agreement, nothing in this Agreement shall: (i) be construed as creating any agency, arrangement, trust or fiduciary relationships or any similar relationship between You and Payhub; (ii) create or confer any rights or benefits to any third party; and/or (iii) grant You any security interest in any asset of Payhub.
44. These Terms of Use and the other terms and conditions referred to herein or incorporated by reference hereto, constitute the entire agreement between You and Us with respect to the subject matter hereof and supersede any and all prior agreement between Us and You in relation to the same. You confirm that, in agreeing to accept this Agreement, You have not relied on any representation for any express representation made by Us.
45. We may provide You with notices with respect to or in connection with this Agreement in an Email and/or through the Website and/or Services.
46. No failure or delay on Our part in exercising any right, power or remedy thereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy.
47. If any provision of these Terms of Use is held by a court of competent jurisdiction to be unenforceable under applicable law, then such provision shall be excluded from these Terms of Use and the remainder of these Terms of Use shall be interpreted as if such provision was so excluded and shall be enforceable in accordance with its terms; provided, however, that in such event these Terms of Use shall be interpreted so as to give effect, to the greatest extent consistent with and permitted by applicable law, to the meaning and intention of the excluded provision as determined by such court of competent jurisdiction.
48. These Terms of Use have been drafted in the English language. In the event of any discrepancy between the meanings of any translated versions of these Terms of Use and the English language version, the meaning of the English language version shall prevail.
49. These Terms are governed in accordance to English law and for any dispute the forum will be Arbitration in the United Kingdom.