

SpankPay
Merchant Terms-of-Service Agreement

Last Updated: December 31, 2019

This merchant terms-of-service agreement is between Computer Systems Worldwide LLC d/b/a SpankPay, a Nevada limited liability company (“**SpankPay**” or the “**Company**”), and you the person or entity signing up for the SpankPay cryptocurrency payment processing platform (the “**Platform**”).

By registering as a merchant on the Platform, you acknowledge that you have read this agreement and accept it wholly and without reservation.

The parties agree as follows:

1. General

1.1 Definitions. In this agreement, the following definitions apply:

- (a) “**Blockchain**” means digitized, decentralized, public ledger of all cryptocurrency transactions that allows market participants to keep track of digital currency transactions without central record keeping.
- (b) “**Cryptocurrency**” means the medium of exchange, created and stored electronically in the blockchain, using encryption techniques to control the creation of monetary units and to verify the transfer of funds. Bitcoin is an example of a cryptocurrency.
- (c) “**Fiat currency**” means currency that local governments have declared to be legal tender.
- (d) “**Merchant**” means you, being a natural or legal person using the Services in the course of your company activity, craft, or professional activity, to accept cryptocurrency as a method of payment for the sale of goods or services you provide. If you are a natural person, you state that you are at least 18-years old and legally competent to enter into binding agreements and that you do not in any way qualify as a consumer when using the Services. If you represent a legal person, you state that you have the necessary legal competence and powers of representation to accept this agreement on behalf of your organization.
- (e) “**Plugin**” means a small piece of software provided by SpankPay as part of the Services that you can integrate into your own website or platform, which allows your customers to make payments in cryptocurrency directly to your Wallet.
- (f) “**Services**” means the software, tools, and services provided by SpankPay that allow you, the merchant, to accept cryptocurrency as a method of payment for the goods or services you sell or provide and to store, track, transfer, and manage cryptocurrency through your SpankPay Account.
- (g) “**SpankPay Account**” means your personalized space on the Platform, to which

you gain access by using your personal username and password, and through which you can manage your use of the Services, including modifying your personal or corporate information and managing your Wallet.

(h) **“Transaction”** means the transfer of a certain amount of cryptocurrency from the customer’s address (wallet) to the Merchant’s electronic address (wallet) that is confirmed by the cryptocurrency nodes.

(i) **“Wallet”** means a specific piece of software provided by SpankPay as part of the Services that stores the information necessary to keep track of your cryptocurrency holdings and transactions, which is accessible through your SpankPay Account.

1.2 By accepting this agreement, you acknowledge that SpankPay has provided you with all information necessary to correctly gauge the scope and content of the Services and of your and SpankPay’s commitments under the agreement for the provision of the Services.

1.3 SpankPay may amend or modify this agreement at any time by posting a revised agreement on the SpankPay Site and those changes or modifications will be effective at that time. By continuing to access or use the SpankPay Services after SpankPay has posted a revised agreement, you agree to be bound by the modified agreement. If you do not agree to be bound by the modified agreement, you must cancel your SpankPay account in the manner described in this agreement and otherwise stop accessing or using the SpankPay Services.

1.4 You acknowledge that all electronic data regarding transactions and Wallet status as well as all electronic documents and information gathered through system loggings will have the same probative value as paper documents and that those can be used as evidence in court or other judicial or arbitral proceedings.

2. **SpankPay Services**

2.1 The Services provided by SpankPay qualify as the storage of digital content and the provision of software services only, and do not qualify as payment services in the sense of EU Directive 2015/2366 or as e-money issuance in the sense of EU Directive 2009/110. SpankPay is not a financial intermediary and does not perform any operation subject to licensing requirements. SpankPay relies on the services of third parties for the exchange of cryptocurrency into fiat currencies.

2.2 SpankPay will use its best efforts to provide the Services in accordance with this agreement. SpankPay reserves the right, however, to modify, update, amend, or make unavailable in whole or in part the Services without incurring any charge or obligation to pay compensation to handle changes in the global blockchain system, comply with (changing) legal obligations, or to prevent or stop any illegal or unauthorized activity.

2.3 By using the Services, you acknowledge that SpankPay may provide you with any notices or other communications about your SpankPay Account and the Services electronically: (a) via email (in each case to the address that you provide), SMS message, or telephone call (in each case to the phone number that you provide); or (b) by posting to the

SpankPay Site. For notices made by email, the date of receipt will be deemed the date on which that notice is transmitted. If you do not wish to receive notices or other communications electronically, SpankPay will be unable to support your SpankPay Account and your SpankPay Account will be cancelled in accordance with section 13.

- 2.4 For each conversion, i.e., the withdrawal of cryptocurrency into fiat currency, you accept that you are selling digital content the value of which is subject to market fluctuations. The conversion rate of the cryptocurrencies that the Company supports at a particular moment of a transaction is based on the CoinbasePro (formerly GDAX) price and will be clearly indicated on the Platform.

3. Registration and SpankPay Account

- 3.1 To use the Services, you must first register on the Platform by creating a SpankPay Account. You will be asked to provide certain personal information during the registration process. Through your personal account you have access to an overview of your transactions and you can withdraw your cryptocurrency funds. As a Merchant, you can also integrate certain aspects of the Services into your own online sales platform by making use of the Plugins and application programming interface (API), thereby allowing your customers to pay with cryptocurrency—BTC, ETH, LTC, ZCash, Monero, and more cryptocurrencies to come. Cryptocurrency payments received can be automatically or manually exchanged for fiat currencies. You may find all information related to the Services on the SpankPay website located at <https://spankchain.com/products/> (the “SpankPay Site”).
- 3.2 To use the Services, you may be required to provide SpankPay with certain personal information, including your full name, your business’s name and address, telephone number, company website, and email address. SpankPay may also require you to answer certain questions or take actions to verify your identity, provide the SpankPay Services to you, or comply with applicable law. In submitting this or any other personal information as may be required, you state that the information is accurate, and you will update SpankPay if any information changes. **You hereby authorize SpankPay to, directly or through third parties, (a) make any inquiries it considers necessary to verify your identity or account information or both, and (b) request and obtain any consumer report or similar information relating to you and to take action SpankPay reasonably deems necessary based on the results of those inquiries and reports, and hereby authorize all third parties to which those inquiries or requests may be directed to fully respond to those inquiries or requests.**
- 3.3 Your login credentials to gain access to your SpankPay Account are strictly personal. You will not divulge them to a third party. Any violation of the confidentiality of your login credentials will be considered a material breach of this agreement, and SpankPay may block access to or terminate your SpankPay Account.
- 3.4 All communications between you and SpankPay will take place using the email address you provide during the registration process. If for any reason you change your email address, you will update it by contacting SpankPay customer support.

4. **Plugin Integration**

- 4.1 The Plugins are provided to you “as is” and as a “best efforts”-commitment only. Providing any of the Services subject to service levels will require a separate agreement with SpankPay.
- 4.2 The necessary technical documentation to integrate the Plugins will be made available on the SpankPay Site. SpankPay cannot be held to effectuate compatibility between the Plugin and your own website or platform. If you are in need of more support or special modifications to the Plugins, you are required to contact SpankPay. You will not alter or adapt the Plugins in any way other than what is needed for normal use as outlined in the technical documentation made available by SpankPay.
- 4.3 SpankPay does not guarantee the permanent availability of the Services, its Plugins, or software, nor the permanent accessibility to its systems and software via its API. SpankPay may decide, at its own discretion and without your prior approval, to make its systems and software unavailable for performing maintenance, upgrades, the addition or removal of new features, or for the temporary or permanent cancellation of the whole or part of the Services. If the cause for the unavailability or inaccessibility is unexpected or generally beyond the control of SpankPay, SpankPay is not required to inform you of the unavailability or inaccessibility in advance. If the unavailability or inaccessibility is scheduled, SpankPay will inform you before in a timely manner, and no later than three days before the day when the unavailability or inaccessibility occurs.
- 4.4 You state that you have all the necessary skills, knowhow, qualifications, and experience to (a) establish a connection and ensure compatibility with the SpankPay API and (b) use this access to SpankPay’s software and systems in a prudent manner in accordance with industry best practice. You will minimally ensure that you have adequate security measures and safety procedures in place to guarantee the integrity, continuity, confidentiality, and safety of the Services. You state that you will report immediately any security incident relating to the Services, try and mitigate any adverse effects, and collaborate in good faith with SpankPay to ensure the continuity of the Services.
- 4.5 You acknowledge that SpankPay may prevent you from accessing its systems if that access can reasonably be considered a threat in any way to the security or proper functioning of SpankPay’s systems, software, or Services. SpankPay will notify you immediately that access has been blocked and will inform you of the reasons for blocking. You will then have ten days to remedy the situation that gave rise to the blocking and inform SpankPay of the measures taken. If SpankPay considers the measures adequate, access will be restored promptly. If no adequate remedy has been provided after ten days, SpankPay will send a second notification reminding you of the blocking and the need for an adequate remedy. You will then have another ten days to remedy the situation and inform SpankPay of the measures taken. If after this second period no adequate remedy has been provided, SpankPay may terminate your SpankPay Account.

5. **Use of SpankPay Site**

- 5.1 Although SpankPay intends to provide accurate and timely information on the SpankPay Site, the SpankPay Site (including the content) will not always be accurate and may also

include technical inaccuracies or typographical errors. In an effort to continue to provide you with as accurate information as possible, information may be changed or updated from time to time without notice, including information regarding SpankPay's policies, products, and services. Accordingly, you should verify all information before relying on it, and all decisions based on information contained on the SpankPay Site are your sole responsibility, and SpankPay will have no liability for those decisions.

- 5.2 From time to time, the SpankPay Site may contain references or links to third-party materials (including third-party websites) not controlled by SpankPay. SpankPay provides that information and those links as a convenience to you. Those links should not be considered endorsements of those third-party sites or any content, products, or information offered on those third-party sites and that reference does not imply SpankPay's recommendation, approval, affiliation, or sponsorship of that respective property, product, service, or process. You acknowledge that SpankPay is not responsible for any aspect of the information or content contained in any third-party materials or on any third-party sites accessible or linked to the SpankPay Site, including content, property, goods, or services available on the linked sites.
- 5.3 SpankPay will not bear any liability for any damage or interruptions caused by any computer viruses, spyware, scareware, Trojan horses, worms, or other malware that may affect your computer or other equipment, or any phishing, spoofing, or other attack. SpankPay recommends the regular use of a reputable and readily available virus screening and prevention software. You should also be aware that SMS and email services are vulnerable to spoofing and phishing attacks and should use care in reviewing messages purporting to originate from SpankPay. Always log into your SpankPay Account through the SpankPay Site to review any transactions or required actions if you have any uncertainty regarding the authenticity of any communication or notice.
- 5.4 You can use your SpankPay Account to establish a customizable payment page ("**Payment Page**") that will allow others to easily send cryptocurrency payments to your Wallet. You may establish and customize your Payment Page through your SpankPay Account settings, which will allow you to establish a user handle and associated Payment Page URL, upload a photo, and provide a short description. In establishing your Payment Page and uploading or adding any text, photo, or other material, you will not (a) post misleading materials or misappropriate the identity of another person or entity; (b) post any copyrighted material that you are not authorized to post; or (c) post any profane, unlawful, or offensive materials. SpankPay, in its sole discretion, may disable your Payment Page and take other action in accordance with this agreement if it believes you are in violation of the foregoing or abusing this service. SpankPay may reclaim user handles associated with dormant SpankPay Accounts.

6. **Accepting Cryptocurrency Payments**

- 6.1 As a Merchant you are responsible for indicating to your customers the price of your goods or services in the applicable cryptocurrency of your choice, including any fees, costs, taxes, charges, and other expenses to be borne by your customers. You will bear all responsibility for the taxes, levies, customs charges, costs, and other expenses associated with the sale of your goods or services. SpankPay will never be responsible for informing

you of the applicability of those taxes, levies, charges, costs, and expenses, and SpankPay cannot be held to compensate or indemnify you for them.

- 6.2 You will inform your customers that all payments made in cryptocurrency are final and cannot be reversed. All your customers' claims regarding unauthorized debit of their cryptocurrency wallet, material errors (e.g., double payments or wrong amount), wrongful delivery, defective goods or services, volatility in the price of the cryptocurrency, or fraud will be your responsibility, unless that debit, error, or fraud was a direct result of a serious fault or gross negligence on SpankPay's part.
- 6.3 By accepting cryptocurrency payments through use of SpankPay's Plugins and API, you accept that your customers can wholly and finally fulfill their debts to you for the goods or services you provide by transferring the correct amount of cryptocurrency to your Wallet.
- 6.4 You understand that no contractual relationship will arise between SpankPay and your customers out of your use of the Services. In addition, SpankPay does not assume any liability for disputes between you and your customers concerning the delivery and return of goods or services. You will therefore be solely responsible for all consumer protection regulations that may apply in your relationship with your customers.
- 6.5 You acknowledge that SpankPay cannot be held responsible for any surge or fall in the value of any cryptocurrency. **You will bear all risk of any volatility of the value of the cryptocurrency.**
- 6.6 SpankPay is not required to identify the customer making payments to you as Merchant; nor is it required to verify any identity offered. But SpankPay may request that you collect from your customers, in an electronic format, certain identity information as well as the necessary documents and materials allowing for the verification of that identity, so that SpankPay may fulfill any current and future compliance obligations (e.g., under anti-money laundering and counter-terrorism financing legislation) it may be confronted with. You state that you will fulfill that request in good faith and within the timeframe indicated by SpankPay. You acknowledge that SpankPay may request additional information regarding certain individuals if governmental authorities require that information. In that event you will refrain from notifying the respective individual that such a request was made. Any violation of this provision will be considered a material breach of this agreement.
- 6.7 If offered on the Platform, you can choose to convert your cryptocurrency automatically in one of the currencies indicated on the Platform. The conversion will take place at the then applicable exchange rates of CoinbasePro (formerly GDAX). SpankPay may disable the automatic conversion option at its own discretion and revert it back to manual conversion and withdrawal. You will be notified of that reversal via the Platform.

7. Pricing

- 7.1 SpankPay will charge a fee for the Services equal to 0.5% of the value of each payment in cryptocurrency made by your customers to your Wallet. SpankPay may collect the fee immediately on execution of the transaction. You acknowledge that third-party payment

providers may also charge you fees when you sell cryptocurrency for the local currency of your choice.

- 7.2 For models creating a tippable SpankPay ME profile (which incurs age verification costs), SpankPay will charge a fee equal to 1% of the value of each payment in cryptocurrency made by your customers to your Wallet. SpankPay may collect the fee immediately on execution of the transaction. You acknowledge that third-party payment providers may also charge you fees when you sell cryptocurrency for the local currency of your choice.

8. **Intellectual Property**

- 8.1 SpankPay hereby grants you a nonexclusive, nontransferable, nonsublicensable license to use the API, Plugins, technical documentation, and other assets encumbered with SpankPay's intellectual-property rights as needed for the provision of the Services and for the duration of the agreement only.
- 8.2 You will not copy, analyze, decompile, make public, distribute, transfer to third parties, or change any content encumbered with SpankPay's intellectual-property rights unless expressly permitted by SpankPay.
- 8.3 Each use made by you of any material protected by intellectual-property rights or other rights of third parties, happens on your own full and sole responsibility, and you will indemnify and hold SpankPay harmless against any possible legal action of third parties with regard to violation of its rights. You acknowledge that SpankPay exercises no power of control nor any advisory powers with regard to any rights held by third parties.
- 8.4 SpankPay must approve in advance, and in writing, any use of its trademarks, service marks, logos, products, or imagery. Nevertheless, you and SpankPay hereby grant each other a license, for the duration of the agreement only, to use each other's service marks, trademarks, trade names, and logos in commercial communications and on their websites to make public the collaboration between you and SpankPay. Any such usage must ensure that it is clear that you and SpankPay are two separate entities. SpankPay will equally have the right to publish a description of the main characteristics of your activities or services or both on the SpankPay Site.

9. **Protection of Personal Data**

- 9.1 You as Merchant are solely responsible for all personal data of your customers (if any) that is being transferred and processed by SpankPay as part of the Services. For any request made under the aforementioned clause, you will process the information only insofar as needed to strictly comply with the instructions given by SpankPay and not to transfer the information to any other person nor any other country without SpankPay's express written permission.
- 9.2 You and SpankPay will comply with all applicable laws and regulations pertaining to the processing of personal data. You and SpankPay will take all necessary technical and organizational measures to ensure the security of all personal data processed (if any). SpankPay states that all personal data processing for which it is responsible will comply with the Privacy Policy document made available on the SpankPay Site.

- 9.3 Where SpankPay processes personal data on your behalf, it will only process personal data (a) on your explicit instructions, i.e., only as needed to provide the Services; (b) with respect for the confidentiality of the data; and (c) in a manner in which SpankPay can assist you to accommodate all legitimate requests from your customers with regard to the processing of their personal data.
- 9.4 SpankPay will return all personal data processed on your behalf back to you on termination of the agreement or destroy the personal data, according to your written instructions.

10. Confidentiality

- 10.1 SpankPay will keep confidential any information marked as confidential by you or considered to be confidential by its nature (e.g., the personal and transactional information listed in your SpankPay Account). The marking of information as confidential must always have a written deposition. Both you and SpankPay will keep confidential all information that pertains to the technical, organizational, or procedural aspects of the other's systems and business processes, unless: (a) the party to whom the information belongs expressly stipulates otherwise; or (b) that information needs to be communicated to subcontractors or third parties for the performance of the commitments under this agreement and the party to whom the information belongs has been duly informed in advance of this need to communicate.
- 10.2 If a governmental or judicial authority requires confidential information, then you and SpankPay will first confer with one another before any disclosure, which in any case will be limited to the minimal divulcation of information to comply with the governmental or judicial order.
- 10.3 Any violation of sections 10.1 and 10.2 will be considered a material breach.

11. Legal Compliance

- 11.1 Under economic sanctions programs, SpankPay is prohibited from providing services or entering into relationships with certain individuals, entities, and countries. If SpankPay is required to block assets associated with your SpankPay Account in accordance with a government sanctions program, SpankPay may (a) deactivate or cancel your SpankPay Wallet or block your activity, (b) transfer cryptocurrency from your SpankPay Wallet to an originating source or to an account specified by authorities, or (c) require you to transfer your cryptocurrency out of your SpankPay Wallet within a certain period. **SpankPay is not responsible for any losses, whether direct or indirect, that you may incur as a result of its complying with applicable law, the guidance or direction of any regulatory authority or government agency, or any writ of attachment, lien, levy, subpoena, warrant, or other legal order.**
- 11.2 SpankPay complies with strict KYC and AML policies.

12. Restricted Activities

- 12.1 In connection with your use of the SpankPay Services and your interactions with third

parties, you will not:

- (a) Violate or assist any party in violating any law, statute, ordinance, regulation, or any rule of any self-regulatory or similar organization of which you are or are required to be a member (for example, those laws, rules, or regulations governing financial services, controlled substances, unlawful gambling, endangered animals, or consumer protections);
- (b) Partake in a transaction that involves the proceeds of any unlawful activity;
- (c) Defraud or attempt to defraud SpankPay or other persons;
- (d) Infringe on SpankPay's or any third party's copyright, patent, trademark, or intellectual-property rights;
- (e) Provide false, inaccurate, or misleading information;
- (f) Take any action that imposes an unreasonable or disproportionately large load on SpankPay's infrastructure or detrimentally interfere with, intercept, or expropriate any system, data, or information;
- (g) Interfere with another individual's or entity's access to or use of any of the SpankPay Services;
- (h) Defame, abuse, harass, stalk, threaten, or otherwise violate or infringe the legal rights (such as rights of privacy, publicity, and intellectual property) of others;
- (i) Publish, distribute, or disseminate any unlawful material or information;
- (j) Transmit or upload any material to the SpankPay Site that contains viruses, Trojan horses, worms, or any other harmful or deleterious programs;
- (k) Harvest or otherwise collect information from the SpankPay Site about others, including email addresses, without proper consent;
- (l) Act as a payment intermediary or aggregator or otherwise resell any of the SpankPay Services, unless expressly authorized by SpankPay in writing;
- (m) Transfer any rights granted to you under this agreement;
- (n) Use the SpankPay Account information of another person to access or use the SpankPay Site, except in the case of specific Merchants or applications that are specifically authorized by a user to access that user's SpankPay Account and information;
- (o) Otherwise attempt to gain unauthorized access to the SpankPay Site, or SpankPay Accounts, computer systems, or networks connected to the SpankPay Site, through password mining or any other means; or

(p) Engage in transactions involving items that infringe or violate any copyright, trademark, right of publicity or privacy, or any other proprietary right under the law.

12.2 SpankPay reserves the right at all times to monitor, review, retain, or disclose any information as necessary to satisfy any applicable law, regulation, legal process, or governmental request.

13. **Term, Suspension, and Termination**

13.1 The agreement starts when you register on the Platform as a Merchant and will be of indefinite duration.

13.2 You and SpankPay may both terminate this agreement at any time without notice or prior recourse to a judge or incurring a charge, by sending an email or by visiting the Account Settings page on the SpankPay Site. If any transaction is in a pending state at the time your SpankPay Account is cancelled or suspended, that transaction may be cancelled or refunded as appropriate. You will not cancel your SpankPay Account to evade an investigation or avoid paying any amounts otherwise due to SpankPay. On cancellation of your SpankPay Account, you authorize SpankPay to cancel or suspend pending transactions and hold the funds associated with those transactions until SpankPay is certain that funding reversal windows are complete. If you or SpankPay terminates this agreement or your access to the Services, or deactivates or cancels your SpankPay Account, you will remain liable for all amounts due under this agreement. If a technical problem causes system outage or Account errors, SpankPay may temporarily suspend access to your SpankPay Account until the problem is resolved.

13.3 SpankPay may: (a) suspend or terminate your access to the SpankPay Services or any part of them; or (b) deactivate or cancel your SpankPay Account if (i) required by a valid subpoena or court order, (ii) if SpankPay reasonably suspects you of using your SpankPay Account in furtherance of illegal activity, or (iii) if you take any action that SpankPay considers as circumventing SpankPay controls, including opening multiple SpankPay Accounts or abusing promotions that SpankPay may offer from time to time. You will be permitted to transfer cryptocurrency associated with your SpankPay Wallet for 90 days after SpankPay Account deactivation or cancellation unless that transfer is otherwise prohibited (a) under the law or (b) by a valid subpoena or court order.

13.4 On termination of the agreement for any reason, you and SpankPay will stop using each other's intellectual property and will return or destroy all confidential information and personal data of the other. On termination, you will be asked to provide an address where any remaining cryptocurrency in your Wallet may be transferred to. If no such address is provided within 30 days, the control of your Wallet as well as the ownership of the remaining cryptocurrency will automatically transfer to SpankPay.

13.5 On termination of the agreement, SpankPay may retain certain information pertaining to your SpankPay Account and your use of the Services. This is a regulatory and legal obligation detailed in the SpankPay Privacy Policy, which is posted on the SpankPay Site.

14. **Limited Liability; Warranty Disclaimer; Dispute Resolution**

- 14.1 You must notify SpankPay as soon as possible and at the latest within five days after the occurrence of damages that are a direct result of your use of the Services, and you must take all necessary steps to limit the impact of these damages. In your notice, you must give SpankPay information sufficient to identify you, your SpankPay Account, and the transaction on which you believe an error occurred. Damages communicated late are not eligible for compensation.
- 14.2 SpankPay can only be held liable for its own fraud, serious fault, or gross negligence in the execution of its commitments under this agreement where it causes direct, proven damages to you, and to the maximum amount paid by you during the three months preceding the discovery of the damages, and in any case limited to the insurance coverage available at the moment a settlement has been reached or the moment a judgment takes effect.
- 14.3 SpankPay will never be liable, not even in cases of serious fault or gross negligence, for indirect damages, including consequential damages, financial or commercial damages, loss of profit or income, lost opportunities, lost savings, damage due to business discontinuity, reputational damage, and damage from legal proceedings initiated by third parties against you.
- 14.4 **In no event will SpankPay, its affiliates, and service providers, or any of their respective officers, directors, agents, joint venturers, employees, or representatives, be liable for lost profits or any special, incidental, or consequential damages arising out of or in connection with the SpankPay Site, the SpankPay Services, or this agreement (however arising, including negligence).** Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages so the above limitations or exclusions may not apply to you. **The liability of SpankPay, its affiliates, and service providers, or any of their respective officers, directors, agents, joint venturers, employees, or representatives, to you or any third parties in any circumstance is limited to the lower of (a) the actual amount of director damages and (b) fees paid to SpankPay by you in the preceding three months.**
- 14.5 **The SpankPay Services are provided “as is” and “as available” without any warranty, whether express, implied, or statutory. SpankPay is not making any implied warranties of title, merchantability, fitness for a particular purpose, and noninfringement. SpankPay does not guarantee continuous, uninterrupted, or secure access to any part of the SpankPay Services and operation of the SpankPay Site may be interfered with by numerous factors outside of SpankPay’s control. SpankPay will make reasonable efforts to ensure that requests for electronic debits and credits involving the banking system are processed timely but SpankPay is not making any warranties regarding the amount of time needed to complete processing because the SpankPay Services are dependent on many factors outside of its control, such as delays in the banking system.** Some jurisdictions do not allow the disclaimer of implied warranties, so the foregoing disclaimers may not apply to you. This paragraph gives you specific legal rights and you may also have other legal rights that vary from jurisdiction to jurisdiction.

- 14.6 You will undertake all reasonable measures to try and solve any dispute regarding this agreement through negotiations. The claiming party will send a message with its claim to the authorized email address of the other party. The responding party will reply to the claiming party within 15 business days on the receipt of the message. If negotiations fail, **except for claims for injunctive or equitable relief or claims regarding intellectual-property rights (which may be brought in any competent court without the posting of a bond), any dispute arising out of or relating to this agreement, or the breach of it, including disputes concerning the validity, interpretation, enforcement, performance, and termination of this agreement, will be determined by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. You and SpankPay hereby expressly waive trial by jury. The arbitration will take place in Los Angeles, California, and the arbitral decision may be enforced in any court of competent jurisdiction. At your request, hearings may be conducted in person or by telephone and the arbitrator may provide for submitting and determining motions on briefs, without oral hearings. The prevailing party in any action or proceeding to enforce this agreement will be entitled to costs and attorneys' fees. Additionally, you hereby waive your right to participate in a class action lawsuit or class-wide arbitration.**
- 14.7 You will indemnify and hold SpankPay, its affiliates, trade partners, and subcontractors as well as their officers, directors, employees, and representatives harmless from any claim or demand arising out of or related to (i) your material breach of this agreement, (ii) your use of the Services, (iii) your noncompliance with any applicable legal or regulatory obligation, and (iv) your violation of any third party's rights.

15. **General**

- 15.1 **Entire Agreement.** This agreement constitutes the entire agreement between you and SpankPay regarding the subject matter of this agreement and governs your use of the Platform, SpankPay Services, and the SpankPay Site. This agreement supersedes all earlier written or oral discussions, negotiations, proposals, undertakings, understandings, and agreements between the parties regarding the subject matter of this agreement.
- 15.2 **Amendment.** SpankPay may change this agreement on one or more occasions, on condition that changes will not apply to ongoing disputes or to disputes arising out of events occurring before the posted changes. SpankPay will notify you through the SpankPay Site or by email of any changes to this agreement. Changes will become effective when posted on this page. It is your responsibility to check this page periodically for changes to this agreement. If you continue to use the SpankPay Services or the SpankPay Site after any change, SpankPay will consider your continued use as acceptance of the change unless you notify SpankPay in writing of your disagreement and the reasons for your disagreement no later than 15 days after the change. SpankPay will contact you no later than 15 days after receiving the notice to address your disagreement and try to reach a mutually amicable resolution. If SpankPay is unable to resolve your disagreement, your sole remedy is to terminate your SpankPay Account and stop using the SpankPay Services and the SpankPay Site.
- 15.3 **Assignment and Delegation.** You will not assign any of your rights under this agreement without the Company's advance written consent. You will not delegate any performance

under this agreement without SpankPay's advance written consent. Any purported assignment of rights or delegation of performance in breach of this section 15.3 is void.

15.4 **Waivers.** The parties may waive any provision in this agreement only by a writing signed by the party or parties against whom the waiver is sought to be enforced. No failure or delay in exercising any right or remedy, or in requiring the satisfaction of any condition, under this agreement, and no act, omission, or course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition. A waiver made in writing on one occasion is effective only in that instance and only for the purpose stated. A waiver once given is not to be construed as a waiver on any future occasion or against any other person.

15.5 **Severability.** The parties intend as follows:

- (a) that if any provision of this agreement is held to be unenforceable, then that provision will be modified to the minimum extent necessary to make it enforceable, unless that modification is not permitted by law, in which case that provision will be disregarded;
- (b) that if modifying or disregarding the unenforceable provision would result in failure of an essential purpose of this agreement, the entire agreement will be held unenforceable;
- (c) that if an unenforceable provision is modified or disregarded in accordance with this section 15.5, then the rest of the agreement will remain in effect as written; and
- (d) that any unenforceable provision will remain as written in any circumstances other than those in which the provision is held to be unenforceable.

15.6 **Notice**

- (a) **To You.** SpankPay may provide any notice to you under this agreement by: (i) posting a notice on the SpankPay Site; or (ii) sending a message to the email address then associated with your SpankPay Account. Notices SpankPay provides by posting on the SpankPay Site will be effective on posting, and notices SpankPay provides by email will be effective when SpankPay sends the email. It is your responsibility to keep your email address current. You will be deemed to have received any email sent to the email address then associated with your account when SpankPay sends the email, whether or not you actually receive the email.
- (b) **To the Company.** To give the Company notice under this agreement, you may send an email to support@spankchain.com unless a specific email address is listed on the SpankPay Site for giving notice. SpankPay may change its contact information for notifying SpankPay by posting a notice on the SpankPay Site. Please check the SpankPay Site for the most current information for sending notice to SpankPay. SpankPay will consider an email notice received by it only when its server sends a return message to you acknowledging receipt.

- 15.7 **Governing Law.** Nevada law, without giving effect to conflict of law rules, governs this agreement and any dispute of any sort that might arise between you and SpankPay. The United Nations Convention for the International Sale of Goods does not apply to this agreement.
- 15.8 **Force Majeure**
- (a) If a Force Majeure Event prevents a party from complying with any one or more obligations under this agreement, that inability will not constitute a breach if (1) that party uses reasonable efforts to perform those obligations, (2) that party's inability to perform those obligations is not due to its failure to (A) take reasonable measures to protect itself against events or circumstances of the same type as that Force Majeure Event or (B) develop and keep a reasonable contingency plan to respond to events or circumstances of the same type as that Force Majeure Event, and (3) that party complies with its obligations under section 15.8(c).
 - (b) For purposes of this agreement, "**Force Majeure Event**" means, for any party, any event or circumstance, whether or not foreseeable, that was not caused by that party (other than a strike or other labor unrest that affects only that party, an increase in prices or other change in general economic conditions, a change in law, or an event or circumstances that results in that party's not having sufficient funds to comply with an obligation to pay money) and any consequences of that event or circumstance.
 - (c) If a Force Majeure Event occurs, the noncomplying party will promptly notify the other party of occurrence of that Force Majeure Event, its effect on performance, and how long the noncomplying party expects it to last. From then on, the noncomplying party will update that information as reasonably necessary. During a Force Majeure Event, the noncomplying party will use reasonable efforts to limit damages to the other party and to resume its performance under this agreement.
- 15.9 **No Third-Party Beneficiaries.** Except as set out in section 14, this agreement does not, and the parties do not intend it to, confer any rights or remedies on any person other than the parties to this agreement.
- 15.10 **Relationship of the Parties.** The parties intend that their relationship will be that of independent contractors and not business partners. This agreement does not, and the parties do not intend it to, create a partnership, joint venture, agency, franchise, or employment relationship between the parties and the parties expressly disclaim the existence of any of these relationships between them. Neither of the parties is the agent for the other, and neither party has the right to bind the other on any agreement with a third party.
- 15.11 **Successors and Assigns.** This agreement binds and inures to the benefit of the parties and their respective successors and assigns. This section 15.11 does not address, directly or indirectly, whether a party may assign its rights or delegate its obligations under this agreement. Section 15.3 addresses these matters.

- 15.12 **Electronic Signature.** You acknowledge that any affirmation, assent, or agreement you send through the SpankPay Site in response to a prompt binds you. You further acknowledge that when you click on an “I agree,” “I consent,” or other similarly worded “button” or entry field using a mouse, keystroke, or other computer device, this action is the legal equivalent of your handwritten signature and binds you in the same way.
- 15.13 **Voluntary Agreement.** The parties are entering into this agreement voluntarily and for valid reasons. The parties acknowledge that they (1) have carefully read this agreement, (2) discussed it with their attorneys or other advisors, (3) understand all the terms, and (4) will comply with it. The parties have relied on the advice of their attorneys or other advisors about the terms of this agreement and waive any claim that the terms should be construed against the drafter.
- 15.14 **Survival.** All provisions of this agreement, which by their nature extend beyond the termination of this agreement, will survive the termination of this agreement.
- 15.15 **No Reliance.** Each party acknowledges that in entering this agreement, that party does not rely and has not relied on any statement by the other party or its agents, except those statements contained in this agreement.
- 15.16 **Feedback.** SpankPay encourages you to give feedback about SpankPay, the SpankPay Services, or the SpankPay Site. But SpankPay will not treat as confidential any suggestion or idea you give, and nothing in this agreement will restrict SpankPay’s right to use, profit from, disclose, publish, or otherwise exploit any feedback, without payment to you.
- 15.17 **English Language.** SpankPay has drafted this agreement in the English language. No translation into any other language will be used to interpret or construe this agreement. All services, support, notices, designations, specifications, and communications will be provided in English.