

## BitPayID Terms of Use

**Effective Date: July 01, 2019**

These BitPayID Terms of Use (“Terms”) govern your use of our “BitPayID” site(s) (the “Site”) and related products, services and applications, including any content or information provided as part of the Site or such related products, services or applications (collectively with the Site, the “Services”), which are owned or operated by BitPay, Inc. (“BitPay”, “we”, “our” or “us”). For clarity, these Terms do not govern BitPay merchant activity or BitPay’s wallet or gift card services, all of which are governed by separate terms.

Our Privacy Policy, available at <https://bitpay.com/about/privacy>, is incorporated by reference into these Terms. Please read these Terms and the Privacy Policy carefully before you access the Services, as these Terms form a binding legal agreement between you and BitPay.

These Terms may apply to you individually, the business or other legal entity user you represent, or both. If you are using the Services on behalf of a company or other legal entity, you hereby represent and warrant that you have the authority to enter into these Terms on behalf of such entity. BitPay provides the Services solely on the terms and conditions set forth in these Terms and on the condition that you accept and comply with them. By accessing, using or registering for the Services, you (a) accept these Terms and agree that you are legally bound by its terms; and (b) represent and warrant that: (i) you are of legal age to enter into a binding agreement; and (ii) if you are entering into these Terms on behalf of a corporation, governmental organization or other legal entity, You have the right, power and authority to enter into these Terms on behalf of the corporation, governmental organization or other legal entity and bind them to these terms.

IF YOU DO NOT AGREE TO ALL OF THESE TERMS, DO NOT USE THE SERVICES. YOUR USE OF OUR SERVICES REQUIRES YOUR ACCEPTANCE OF THESE TERMS AS THEY MAY BE AMENDED FROM TIME TO TIME, INCLUDING THE POLICIES INCORPORATED BY REFERENCE HEREIN, WHICH INCLUDES THE BITPAY PRIVACY POLICY.

### **1. Overview of Services; Changes.**

1.1. Overview of Services. BitPayID provides access to a personal BitPay dashboard, allowing users to access their transaction history and navigate other BitPay products and services, together with other services that may be provided in connection with, or as part of, BitPayID from time to time.

1.2. Changes. We may update or change these Terms from time to time by posting the amended Terms on the Site. Such updates or changes shall be effective at the time of posting. If you continue to use the Services after we provide notice of such changes, your continued use constitutes an acceptance of the amended Terms and an agreement to be bound by them.

If you do not agree to the amended Terms, you must close your account and discontinue your use of the Services.

## **2. Your Eligibility; Your Responsibility**

To be eligible to use the Services, you represent and warrant that you: (i) are at least 18 years of age, or otherwise over the age of majority in the jurisdiction in which you reside; (ii) are not currently restricted from the Services and are not otherwise prohibited from having an account related thereto; (iii) will only maintain one account at any given time; (iv) will only provide accurate information to BitPay; (v) have full power and authority to enter into these Terms and doing so will not violate any other agreement to which you are a party; and (vi) will not violate any rights of BitPay or a third party.

You assume all responsibility for your use of, and access to, the Services. Accounts are for a single user, company or other legal entity, as applicable. Any multiple-party use, other than individual use on behalf of a company or other legal entity, is prohibited. For example, sharing a login between non-entity individual users is prohibited.

## **3. Registration; Your Content**

3.1. Registration; Verification of Your Identity. In order to use the Services, you must register an account. When you open an account, we may ask you for contact information such as your name, phone number, email address, and other information relating to you or your organization. If applicable, we may also ask you for information on your business, including your business's legal name or DBA, physical address of the business, and your company's website. The information that you provide at the time of account opening must be accurate and complete and you must inform us within ten business (10) days of any changes to such information. We may require additional information from you to help verify your identity and assess risk, such as your date of birth, tax identification number, or government-issued identification. We may also obtain information about you from third parties, such as credit bureaus and identity verification services. We have the right to reject your account registration or to later close your account, if you do not provide us with accurate, complete, and satisfactory information. In order to verify the information you submit via the account registration process, we may request information from various third parties, including credit bureaus and identity verification services. By accepting these Terms you authorize us to retrieve information about you by using third parties and acknowledge we may have to share the information you have previously submitted to do so. From time to time BitPay may engage third parties in order to assist in different aspects of the provision of our Services to you. You acknowledge and agree your use of the Services may require we share your information with these third parties who may need to review your eligibility to use the Services according to their own verification procedures.

3.2. Accuracy. By registering for our Services, you represent and warrant that all information you submit to us is true, accurate, current and complete and that you will promptly notify us in writing if your information changes. It is your responsibility to keep your account and profile information accurate and updated. We are not responsible for any disputes or claims related to any inaccurate, incomplete, or untimely information provided by you to us.

3.3. Privacy. To use our Services, you must register with us and submit certain personally identifiable information. You expressly agree that we may collect, disclose, store and otherwise use your information in accordance with the terms of the BitPay Privacy Policy, available at <https://bitpay.com/about/privacy>.

3.4. Your Content. As between you and BitPay, you own the information, materials, photos, or other content (the "Content") you provide BitPay under this Agreement. Any Content that you upload or otherwise provide to BitPay in connection with the Services may be used by BitPay in order to provide and promote the Services or BitPay's business. Accordingly, you grant to BitPay, and all of its subsidiaries, affiliates, successors, and assigns, a worldwide, perpetual, royalty-free, fully paid, sublicensable, non-exclusive, and transferable right to use, publish, reproduce, distribute, modify, prepare derivative works of, adapt, publicly display and otherwise use the Content. Such right to use such Content shall survive the termination of these Terms and termination of the Services. You authorize us to use, forward, or post your profile or related information on other sites and services. Additionally, you authorize us to use your corporate logo and corporate name, if applicable, for any promotional purposes (to opt-out, email us at [marketing@bitpay.com](mailto:marketing@bitpay.com)). Notwithstanding the foregoing, you retain all rights to the Content, except as otherwise provided herein or as otherwise provided in any other agreement between you and BitPay. Any Content you submit to us is provided at your own risk of loss. You are solely responsible for all Content you share, provide, display, publish, or disseminate to others, whether such action was taken by us or you. By providing Content to us, you represent and warrant that you are entitled to submit it and that it is not confidential and not in violation of any law, contractual restrictions or other third party rights (including any intellectual property rights). BitPay may also remove or delete your Content from the Services at any time in its sole discretion.

3.5. Your Account. Except for your Content licensed to us as set forth above, the account you create and any related profile is owned by us. With regard to your account, you agree to: (i) keep your password secure and confidential; (ii) not permit others to use your account; (iii) not use the accounts of others; (iv) not transfer your account to another party; and (v) notify us of any actual or suspected unauthorized use of your account. You are responsible for any activity occurring under your account.

3.6. Feedback. You may from time to time identify problems, solutions to identified problems, provide suggestions, comments or other feedback related to our Services or otherwise relating to BitPay ("Feedback") to BitPay. You acknowledge and agree that all Feedback is and shall be given entirely voluntarily and BitPay shall be free to use or disclose

such Feedback for any purpose. You further acknowledge and agree that your Feedback does not contain confidential or proprietary information and you are not entitled to any compensation or reimbursement of any kind from BitPay under any circumstances relating to such Feedback.

#### **4. Personal Use; Limited License; Ownership**

Subject to the terms and conditions herein, BitPay grants you a limited, revocable, non-transferable, non-sublicensable, non-exclusive license and right to access the Services through a generally available mobile device, web browser or BitPay authorized Site to view content and information and otherwise use the Services to the extent intended and permitted by the functionality thereof. This license is personal to you, and you may not resell our Services, permit other users access to our Services through your account, or use the Services to host content for others. You may not copy or download any content from the Services except with the prior written approval of BitPay. You acknowledge that, except as otherwise expressly provided, these Terms are solely between you and BitPay.

Furthermore, without the prior written approval of BitPay, you may not distribute, publicly perform or display, lease, sell, transmit, transfer, publish, edit, copy, create derivative works from, rent, sub-license, distribute, decompile, disassemble, reverse engineer or otherwise make unauthorized use of the Services. Any commercial use not expressly authorized is prohibited. You agree not to remove, obscure, or alter copyright, patent, trademark, or other proprietary rights notices affixed to the Services. Your rights are subject to your compliance with these Terms as well as any other agreements applicable to the Services you are using. The Services provided by BitPay are licensed, not sold. The Services, and all copies of the Services, are owned by BitPay or its third party licensors and are protected by various intellectual property laws, including, without limitation, copyright and trade secret laws. BitPay reserves all rights not expressly granted to you herein. You agree that you have no right to any BitPay trademark or service mark and may not use any such mark in any way unless expressly authorized by BitPay.

Making unauthorized copies or distribution of Site content or otherwise violating these Terms may result in the termination of your BitPay account, prohibition on use of the Services, and further legal action. BitPay reserves the right to limit your use of or access to the Services, in its sole discretion in order to maintain the performance and availability of the Services and to enforce these Terms.

BitPay is not liable for the loss, corruption, alteration or removal of any content transmitted using our Services. By using our Services, you expressly waive the right to seek damages and agree to hold BitPay harmless for any such loss, alteration, corruption or removal. You acknowledge and agree that you are solely responsible for retaining all records and reconciling all transaction information relating to your use of the Services.

## 5. Fees; Payment Terms; Credits

If you purchase any Services that we offer for a fee (“Paid Services”), you agree to pay the applicable fees for the Paid Services when due plus all related taxes. All applicable taxes are calculated based on the billing information you provide us at the time of purchase. Unless otherwise denoted, all fees are assessed in U.S. dollars. You also agree that BitPay and its third-party service providers providing payment processing services may store your payment information. We may charge your payment information for subsequent charges you authorize, such as account upgrades or other special charges authorized by you. If the payment method you use with us reaches its expiration date and you do not edit the applicable information or cancel such Paid Service, you authorize us to continue billing that payment method and you remain responsible for any uncollected amounts. If you purchase a subscription to a Paid Service, you will be billed for your first month immediately upon purchasing or upgrading to a subscription account. Unless otherwise set forth on an applicable ordering document incorporating these Terms, the Services are billed in advance on a monthly basis and are non-refundable. For any upgrade or downgrade in plan level, your payment information will automatically be charged the new rate on your next billing cycle in addition to the prorated change in the amount of your subscription for the remainder of the current billing cycle (downgrading your plan level may cause the loss of features or capacity of your account; BitPay does not accept any liability for such loss). Your subscription account shall automatically renew, provided that you may cancel the subscription any time before the end of the current billing period and the cancellation will take effect on the next billing period. You shall retain access to such Paid Services from the time you cancel until the start of the next billing period, but you will not receive a refund or credit for any days remaining in your current billing period. You agree to reimburse us for all collection costs and interest for any overdue amounts.

BitPay may offer certain customers free trials to Paid Services. If you purchase a subscription to a Paid Service that includes a free trial, you will receive free access to such Paid Service for the duration of the free trial period. At the end of the applicable free trial period, you will be charged the price of the subscription for such Paid Service and may continue to be charged until you cancel your subscription. To avoid charges, you must cancel before the end of the free trial period.

Failure to pay may result in the termination of your subscription. You may cancel or suspend your Paid Services by contacting BitPay at [support@bitpay.com](mailto:support@bitpay.com). Unless expressly stated to the contrary, we do not guarantee refunds for lack of usage, dissatisfaction or any other reason.

Paid Services may be subject to additional terms, in addition to these Terms, related to the provision of the Paid Service.

## 6. Acceptable Use Policy

You agree to comply with all applicable laws and regulations in connection with your use of the Services. You may not use our Services to post or transmit any illegal material, including without limitation any transmissions that would constitute a criminal offense, give rise to civil liability, or otherwise violate any local, state, national or international law or regulation. In particular, the following is a representative, non-exhaustive list of acts that are prohibited:

- Using the Services while operating a motor vehicle;
- The transmission or posting of chain letters or pyramid schemes, or other acts that involve deceptive online marketing practices or fraud;
- Acts that may materially and adversely affect the quality of other users' experience;
- Actual or attempted unauthorized use or sabotage of any computers, machines or networks;
- Introducing malicious programs into BitPay's Services, network or servers (e.g. viruses, worms, Trojan horses, etc.);
- Engaging in any monitoring or interception of data not intended for you without authorization;
- Attempting to circumvent authentication or security of any host, network, or account without authorization;
- Reverse engineer, decompile, disassemble, decipher or otherwise attempt to derive the source code for any underlying intellectual property used to provide the Services, or any part thereof;
- Adapt, modify or create derivative works based on the Services, technology underlying the Services, or other users' content, in whole or part;
- Duplicate, license, sublicense, publish, broadcast, transmit, distribute, perform, display, sell, rebrand, or otherwise transfer information found on the Services (excluding content posted by you) except as permitted in these Terms, or as expressly authorized by BitPay in writing;
- Using any method, software or program designed to collect identity information, authentication credentials, or other information;
- Transmitting or receiving, uploading, using or reusing material that is abusive, indecent, defamatory, harassing, obscene or menacing, or a breach of confidence, privacy or similar third party rights;
- Transmitting or receiving, uploading, using or reusing material that violates any intellectual property rights of a third party, including, without limitation, patents, trademarks, trade secrets or copyrights;
- Transmitting, receiving, uploading, using or reusing material that you do not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- Falsifying user identification information;

- Using the Services for anything other than lawful purposes including, but not limited to, intentionally or unintentionally violating any applicable local, state, national or international law; or
- Impersonating any person or entity, including, but not limited to, an BitPay representative, or falsely stating or otherwise misrepresenting your affiliation with a person or entity.

You agree not to use the Services for the purpose of recruiting for another website or service that offers competing functionality to the Services.

## **7. Right to Restrict or Terminate Access**

BitPay may deny or restrict your access to all or part of the Services without notice in its reasonable discretion if it deems that you have engaged in any conduct or activities that BitPay in its reasonable discretion believes violates the letter or spirit of any of these Terms. If BitPay denies or restricts your access to the Services because of such a violation, you shall have no right to obtain any refund or credit for the subscriptions fees you have paid.

In the event that these Terms or the Services are terminated for any reason or no reason, you acknowledge and agree that you will continue to be bound by these Terms. Following termination, you shall immediately cease use of the Services and any license granted to you under any agreement related to your use of the Services shall immediately terminate. Upon termination, BitPay reserves the right to delete all of your Content, data, and other information stored on BitPay's servers. BitPay will not be liable to you or any third party as a result of the termination of these Terms or the Services or for any actions taken by BitPay pursuant to these Terms as a result of such termination. Without limiting the generality of the foregoing, BitPay will not be liable to you or any third party for damages, compensation, or reimbursement relating to your use of the Services, or the termination thereof.

You may terminate these Terms by terminating your use of the Services and any related account. Any sections or terms which by their nature should survive or are otherwise necessary to enforce the purpose of these Terms, will survive the termination of these Terms and termination of the Services. Termination of these Terms or the Services does not relieve you from your obligation to pay BitPay any amounts owed to BitPay.

## **8. Security**

We have implemented security measures designed to secure your information from accidental loss and from unauthorized access, use, alteration or disclosure. However, we cannot guarantee that unauthorized persons will never gain access to your information, and you acknowledge that you provide your information at your own risk, except as otherwise provided by applicable law. You acknowledge and agree that you are solely responsible for protecting your password and other personal information and for the consequences of not protecting

such data. Access to our Services and to certain online transactions may involve the use of identification numbers, passwords, payment accounts or other individualized nonpublic information (“Private Documentation”). You shall use your best efforts to prevent unauthorized use of our Services, your account, or of any Private Documentation, and shall promptly report to BitPay any suspected unauthorized use or other breach of security. You shall be responsible for any unauthorized use of your account, identification numbers or passwords until we receive written notice of a breach of security and a request to block further access for such numbers and passwords. BitPay shall not be liable for any unauthorized use of payment accounts.

## **9. Indemnity**

You agree to indemnify BitPay, its affiliated and related entities, and any of its officers, directors, employees and agents from and against any claims, costs, losses, liabilities, damages, expenses and judgments of any and every kind (including, without limitation, costs, expenses, and reasonable attorneys’ fees) arising out of, relating to, or incurred in connection with any claim, complaint, action, audit, investigation, inquiry, or other proceeding instituted by a person or entity that arises or relates to: (a) any actual or alleged breach of your representations, warranties, or obligations set forth in these Terms; (b) your wrongful or improper use of the Services; (c) your Content or any other content or material you submit or otherwise transmit through our Services; (d) any other party’s access or use of the Services with your account information, or (e) your use of the Services. BitPay reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to defense by you.

## **10. Disclaimer of Warranty**

WE PROVIDE THE SERVICES ON AN “AS IS” AND “AS AVAILABLE” BASIS, AND YOUR USE OF THE SERVICES IS AT YOUR OWN RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE PROVIDE THE SERVICES WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT). WITHOUT LIMITING THE FOREGOING, WE DO NOT WARRANT THAT THE SERVICES (AND OUR WEBSITE): WILL OPERATE ERROR-FREE OR THAT DEFECTS OR ERRORS WILL BE CORRECTED; WILL MEET YOUR REQUIREMENTS OR WILL BE AVAILABLE, UNINTERRUPTED OR SECURE AT ANY PARTICULAR TIME OR LOCATION; ARE FREE FROM VIRUSES OR OTHER HARMFUL CONTENT. WE DO NOT ENDORSE, WARRANT, GUARANTEE OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE OFFERED OR ADVERTISED BY A THIRD PARTY THROUGH THE SERVICES OR THROUGH OUR WEBSITE, AND WE WILL NOT BE A PARTY TO NOR MONITOR ANY INTERACTIONS BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES.

SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OR LIMITATION OF IMPLIED WARRANTIES OR CONDITIONS, OR ALLOW LIMITATIONS ON HOW LONG AN IMPLIED



WARRANTY LASTS, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. IN SUCH EVENT, BITPAY'S WARRANTIES AND CONDITIONS WITH RESPECT TO THE SERVICES WILL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW IN SUCH JURISDICTION.

## **11. Limitation of Liability**

IN NO EVENT WILL WE BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES OR ANY LOSS, THEFT, DISAPPEARANCE, OR DAMAGES FOR LOST PROFITS, LOST REVENUES, LOST DATA OR OTHER INTANGIBLE LOSSES THAT RESULT FROM THE USE OF, INABILITY TO USE, OR UNAVAILABILITY OF THE SERVICES, REGARDLESS OF THE FORM OF ACTION AND WHETHER OR NOT WE KNEW THAT SUCH DAMAGE MAY HAVE BEEN INCURRED. IN NO EVENT WILL WE BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DAMAGE, LOSS OR INJURY RESULTING FROM HACKING, TAMPERING, VIRUS TRANSMISSION OR OTHER UNAUTHORIZED ACCESS OR USE OF THE SERVICES, YOUR BITPAY ACCOUNT, OR ANY INFORMATION CONTAINED THEREIN. IN NO EVENT WILL OUR LIABILITY FOR ANY DAMAGES ARISING IN CONNECTION WITH THE SERVICES EXCEED THE GREATER OF: (A) THE AMOUNT YOU PAID BITPAY FOR YOUR USE OF THE SERVICES IN THE PRIOR SIX (6) MONTHS; AND (B) THE SUM OF ONE HUNDRED (100) US DOLLARS. THE FOREGOING LIMITATIONS OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

EACH PROVISION OF THESE TERMS THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THIS AGREEMENT BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE PRICING OFFERED BY BITPAY TO YOU AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THESE TERMS. THE LIMITATIONS IN THIS SECTION AND THE PRIOR SECTION WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY IN THIS AGREEMENT.

## **12. Copyright Protected Materials**

BitPay respects the intellectual property rights of others and expects that you do the same. It is our policy to terminate, in appropriate circumstances, the accounts of subscribers who infringe the copyrights of others. You may not upload, download, post, publish, transmit, reproduce, or distribute in any way, files, material, information, software or other material obtained through the Services that is protected by copyright or other proprietary right or derivative works with respect thereto, without obtaining permission of the copyright owner or other right holder. BitPay has the right, but not the obligation, to remove from the Services any files, material, information, software or other material BitPay believes is or may be, in its sole discretion, infringing or otherwise in violation of the rights of others.

If you believe in good faith that your copyright has been infringed, please provide a written communication regarding such belief to: [marketing@bitpay.com](mailto:marketing@bitpay.com).

### **13. Third-Party Terms & Content**

We do not control, and we are not responsible for, any data, content, services, or products (including software) that you access, download, receive or buy while using the Services. We may, but do not have any obligation to, block information, transmissions or access to certain information, services, products or domains to protect the Services, our network, the public or our users. We are not a publisher of third-party content accessed through the Services and are not responsible for the content, accuracy, timeliness or delivery of any opinions, advice, statements, messages, services, graphics, data or any other information provided to or by third parties as accessible through the Service.

From time to time, the Services may contain references or links to third-party materials not controlled by BitPay or its suppliers or licensors. BitPay provides such information and links as a convenience to you and should not be considered endorsements of such sites or any content, products or information offered on such sites. You acknowledge and agree that BitPay 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 Services. You are responsible for evaluating whether you want to access or use a third party sites. Accordingly, if you decide to use third party sites, you do so at your own risk and agree that this Agreement does not apply to your use of any third party sites. You should review any applicable terms or privacy policy of a third party sites before using it or sharing any information.

If you are accessing the Services through an application from the Apple App Store, you and BitPay agree to the following additional terms:

- BitPay and you acknowledge that these Terms are concluded between you and BitPay only, and not with Apple, and BitPay, not Apple, is solely responsible for the Services and the content thereof. BitPay and you agree to be bound by the App Store Terms of Service as of the Effective Date (which you acknowledge you have had the opportunity to review), including without limitation the Usage Rules (as defined in the App Store Terms of Service) (capitalized terms below have the definitions given to them in the App Store Terms of Service unless otherwise defined herein).
- You may only access the Services on an iOS product that you own or control and only as permitted by the Usage Rules set forth in the App Store Terms of Service.
- To the extent set forth herein or required by applicable law, BitPay is solely responsible for providing any maintenance and support services with respect to the Services. You

acknowledge and agree that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Services.

- BitPay, not Apple, is solely responsible for any product warranties set forth in these Terms, whether express or implied by law, to the extent not effectively disclaimed. In the event of any failure of the application to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the application to you; provided that, to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Services, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty, if any, will be BitPay' sole responsibility, to the extent not disclaimer herein.
- BitPay and you acknowledge that BitPay, not Apple, is responsible for addressing any claims by you or any third party relating to the Services or your possession and/or use of the Services, including, but not limited to: (i) product liability claims; (ii) any claim that the Services fail to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.
- Apple shall in no way be responsible for any claim (including any related investigation, defense, settlement or discharge thereof) that the Services or your possession and use of the Services infringe any third party's intellectual property rights.
- If you send SMS messages through Services, you acknowledge that standard text messaging rates or other carrier charges may apply to such use.
- If you authorize BitPay to access your Address Book on your iOS product, you acknowledge and agree that BitPay may access and use such data to invite share job with your contacts.

#### **14. Governing Law; Dispute Resolution**

These Terms will be governed by and construed in accordance with the laws of the State of Georgia without reference to conflict of law or choice of law provisions, and applicable federal law (including the Federal Arbitration Act). If a disagreement or dispute in any way involves the Services or these Terms and cannot be resolved between you and us with reasonable effort, the disagreement or dispute shall be resolved exclusively by final and binding administration by the American Arbitration Association ("AAA"), and will be conducted before a single arbiter pursuant to the applicable Rules and Procedures established by the AAA. You agree that the arbitration shall be held in Atlanta, Georgia, or at any other location that is mutually agreed upon by you and us. You agree that the arbiter will apply the laws of the State of Georgia consistent with the Federal Arbitration Act, and will honor and agree to all applicable statutes of limitation. You agree that, unless prohibited by law, there shall be no authority for any claims to be arbitrated on a class or representative basis, and arbitration will only decide a dispute

between you and us. Arbitration proceedings must be initiated within one (1) year after the disagreement or dispute arises. If any part of this Arbitration clause is later deemed invalid as a matter of law, then the remaining portions of this section shall remain in effect, except that in no case shall there be a class arbitration.

## **15. Electronic Notices and Disclosures**

You agree to accept communications from us in an electronic format, and agree that all terms, conditions, agreements, notices, disclosures or other communications that we provide to you electronically will be considered to be “in writing”.

## **16. Miscellaneous**

These Terms, along with any rules, guidelines, or policies published on the BitPay homepage constitute the entire agreement between BitPay and you with respect to your use of our Services. If there is any conflict between the Terms and any other rules or instructions posted on the Services, the Terms shall control. No amendment to these Terms by you shall be effective unless acknowledged in writing by BitPay. Notwithstanding the foregoing, BitPay reserves the right, in its sole discretion, to modify these Terms or the policies referenced herein at any time as set forth above. Subject to the arbitration provisions above, exclusive venue for any action arising out of or in connection with this agreement shall be in Atlanta, Georgia. The parties each hereby consent to the jurisdiction and venue in Atlanta, Georgia and waive any objections to such jurisdiction and venue. Notwithstanding the foregoing, you agree that BitPay shall be entitled to apply for injunctive remedies or other equitable relief in any jurisdiction. Subject to any applicable law to the contrary, you agree that any cause of action arising out of or related to the use of our Services must be commenced within one (1) year after the cause of action accrues, or such action will be permanently barred. If any portion of these Terms is found to be unenforceable or invalid for any reason, that provision will be limited or eliminated to the minimum extent necessary so that the rest of these Terms will otherwise remain in full force and effect. You may not assign your rights or obligations under these Terms without the prior written consent of BitPay. BitPay's failure to insist upon or enforce any provision of these Terms shall not be construed as a waiver of any provision or right. Any sections or terms which by their nature should survive or are otherwise necessary to enforce the purpose of these Terms, will survive the termination of these Terms and termination of the Services. All headings included in these Terms are included for convenience only, and shall not be considered in interpreting these Terms. These Terms do not limit any rights that BitPay may have pursuant to any intellectual property laws or any other laws. All rights and remedies available to BitPay, pursuant to this Agreement or otherwise, at law or in equity, are cumulative and not exclusive of any other rights or remedies that may be available to BitPay. In no event shall you seek or be entitled to rescission, injunctive or other equitable relief, or to enjoin or restrain the operation of the Services, or any other materials issued in connection therewith, or exploitation of the Services or any content or other material used or displayed through the Services. Except as otherwise expressly set forth herein, there shall exist no right of any person, other than you and

BitPay, to claim a beneficial interest in these Terms or any rights occurring by virtue of these Terms. No independent contractor relationship, partnership, joint venture, employer-employee or franchise relationship is created by this Agreement.

If you have any questions, complaints, or claims, you may contact BitPay at 8000 Avalon Blvd, Suite 300, Alpharetta, GA 30009, [support@bitpay.com](mailto:support@bitpay.com).