



TERMS AND CONDITIONS

LAST UPDATED: ON FEBRUARY 2023

PLEASE READ THESE TERMS OF USE OF LOCALPAYMENT SERVICES AND WEBSITE CAREFULLY BEFORE USING THE WEBSITE.

<https://localpayment.com/>, is a site operated by the LOCALPAYMENT Group (“we” or “us”).

By using our site you accept these terms

By using our site, you confirm that you accept these terms of use and that you agree to comply with them.

If you do not agree to these terms, you must not use our site.

We recommend that you print a copy of these terms for future reference.

This site is for business use only. To the maximum extent permitted by law, any statutory consumer guarantees or legislation intended to protect non-business consumers in any jurisdiction does not apply.

There are other terms that may apply to you

These terms of use refer to the following additional terms, which also apply to your use of our site:

- Our Privacy Policy - <https://docs.v3.localpayment.com/compliance/compliance-documents>

We may make changes to these terms

We amend these terms from time to time. Every time you wish to use our site, please check these terms to ensure you understand the terms that apply at that time.

We may make changes to our site

We may update and change our site from time to time to reflect changes to our products, our users' needs and our business priorities. We will try to give you reasonable notice of any major changes.

We may suspend or withdraw our site

Our site is made available free of charge. We do not guarantee that our site, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our site for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.

You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

You must keep your account details safe

If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.

We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of use.

If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at security@localpayment.com

How you may use material on our site

We are the owner or the licensee of all intellectual property rights in our site, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved. We shall maintain all rights, title and interest in and to all our respective patents, inventions, trademarks, domain names, trade secrets, know-how and any other intellectual property and/or proprietary rights. Localpayment, Locapayment Payins, Localpaymet Payouts and our other product and service names and logos used or displayed in connection with the site are our registered or unregistered trademarks.

You may print off one copy, and may download extracts, of any page(s) from our site for your personal use and you may draw the attention of others within your organization to content posted on our site.

You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

Our status (and that of any identified contributors) as the authors of content on our site must always be acknowledged.

You must not use any part of the content on our site for commercial purposes without obtaining a license to do so from us or our licensors.

If you print off, copy or download any part of our site in breach of these terms of use, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

If you are unsure of the legality of your use of the material on this website, you should contact legal@localpayment.com

Do not rely on information on this site

The content on our site is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our site.

Although we make reasonable efforts to update the information on our site, we make no representations, warranties or guarantees, whether express or implied, that the content on our site is accurate, complete or up to date.

We welcome any information regarding inaccuracies or faults on the site; such information should be e-mailed at marketing@localpayment.com. We will attempt to correct any inaccuracies or faults notified to us as soon as we reasonably can.

We are not responsible for websites we link to

Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them.

We have no control over the contents of those sites or resources.

Our responsibility for loss or damage suffered by you

We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.

Exclusions:

- This site, content and services are supplied to you on an 'as is' basis. We exclude all implied conditions, warranties, representations or other terms that may apply to our site or any content on it including, without limitation, regarding their satisfactory quality, fitness for a particular purpose, reliability, timeliness, accuracy, completeness, security or that they are free from error.
- We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:
 - use of, or inability to use, our site; or
 - use of or reliance on any content displayed on our site.
 - In particular, we will not be liable for:
 - loss of profits, sales, business, or revenue;
 - business interruption;
 - loss of anticipated savings;
 - loss of business opportunity, goodwill or reputation; or
 - any indirect or consequential loss or damage.

How we may use your personal information

We will only use your personal information as set out in our Privacy Policy.

We are not responsible for viruses and you must not introduce them

We do not guarantee that our site will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programmes and platform to access our site. You should use your own virus protection software.

You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement

authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.

Rules about linking to our site

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.

You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

You must not establish a link to our site in any website that is not owned by you.

Our site must not be framed on any other site, nor may you create a link to any part of our site other than the home page.

We reserve the right to withdraw linking permission without notice.

If you wish to link to or make any use of content on our site other than that set out above, please contact marketing@localpayment.com

Acceptable use

You may use our site only for lawful purposes. You may not use our site:

- In any way that breaches any applicable local, national or international law or regulation.
- In any way that is unlawful or fraudulent or has any unlawful or fraudulent purpose or effect.
- For the purpose of harming or attempting to harm minors in any way.
- To bully, insult, intimidate or humiliate any person.
- To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).
- To knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

You also agree:

- Not to reproduce, duplicate, copy or re-sell any part of our site in contravention of our provisions of regarding terms of website use and Content Standards.
- Not to access without authority, interfere with, damage or disrupt:
 - any part of our site;
 - any equipment or network on which our site is stored;
 - any software used in the provision of our site; or
 - any equipment or network or software owned or used by any third party.

Breach of acceptable use

When we consider that a breach of this Acceptable Use has occurred, we may take such action as we deem appropriate.

We exclude our liability for all action we may take in response to breaches of this acceptable use policy. The actions we may take are not limited to those described above, and we may take any other action we reasonably deem appropriate.

Our trademarks are registered

You are not permitted to use any of our trademarks without our prior written approval, unless they are part of material you are using as permitted under How You May Use Material On Our Site above.

Restricted Activities

- In connection with your use of Localpayment Services, you will not:
- Breach this Agreement, or any other Policy that you have agreed to with Localpayment;
- Violate any law, statute, ordinance, or regulation;
- Infringe Localpayment's or any third party's copyright, patent, trademark, trade secret or other intellectual property rights, or rights of publicity or privacy;
- violate the list of restricted and prohibited activities attached here as Annex 1;
- Sell counterfeit goods;
- Act in a manner that is defamatory, trade libelous, threatening or harassing to our employees, agents or other Users;
- Provide false, inaccurate or misleading Information;
- Engage in potentially fraudulent or suspicious activity and/or transactions;
- Refuse to cooperate in an investigation or provide confirmation of your identity or any Information you provide to us;
- Facilitate any viruses, trojan horses, worms or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or Information;
- Use an anonymizing proxy; use any robot, spider, other automatic device, or manual process to monitor or copy our website without our prior written permission;
- Use any device, software or routine to bypass our robot exclusion headers, or interfere or attempt to interfere with our website;
- Take any action that may cause us to lose any of the services from our Internet service providers, payment processors, or other suppliers;
- seek to copy, data-mine, cache, reverse engineer, decompile, disassemble or otherwise extract data from Localpayment except as otherwise agreed in this Agreement;
- obtain or claim any ownership in any software (or in any derivation or improvement) connected to Localpayment or the Payment Processing Services;
- sub-license the use of Localpayment to any person (other than its Customers); and/or
- create, write or develop any derivative software or any other software based on Localpayment or the Payment Processing Services utilising the proprietary and Confidential Information of the Processor or a third-party licensor of the Processor.
- betting, including lottery tickets, casino gaming chips, off-track betting, memberships on gambling-related internet sites and wagers at races that service Territories residents or persons
- items that encourage, promote, facilitate or instruct others to engage in illegal activity to include, without limitation, drug trafficking, sex and human trafficking, arms trafficking, or laundering money;
- infringing or encouraging infringement of any intellectual property or any other proprietary right under the Applicable Legislation including, but not limited to: offering, providing, selling, furnishing making, having made any designer handbags, clothing and accessories, and consumer electronics;
- promoting hate, violence, racial intolerance, or the financial exploitation of a crime in any manner whether directly or indirectly;
- promoting, supporting or glorifying acts of violence or harm towards self or others.

Our right to vary these terms

We may revise these Terms from time to time. Every time you use Localpayment Services, the Terms in force at that time will apply to the provision of the Localpayment Services to you.

We reserve the right to make changes to the website and the Localpayment Services from time to time without any prior notice to you provided that such changes have no material adverse effect on you.

Governing law and jurisdiction

These Terms are governed by and construed in accordance with the laws of Panamá.

You and we both agree that the courts of Panamá have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with these Terms (including non-contractual disputes or claims).

Annex 1 - Prohibited Activities

- Adoption agencies;
- Adult content, pornography and sexual related products or services (i.e.: live porn, sex chat, etc.);
- Alcohol, tobacco, nicotine or related products;
- Biological material of human origin (i.e.: hormones, human hair, etc.);
- Body parts enlargement products or services (i.e. penis and breast enlargement);
- Mobile recharge and Unlocking of cellphones;
- Controlled substances and/or other products that offer risk to consumer safety;
- Corrosive and explosive materials, compressed gases and aerosol, inflammable liquid, oxidizing materials, flammable solids;
- Drugs or any kind of illegal substances, including products that simulate the effects of any illegal drug; just as any substances for the manufacture of drugs and any equipment used to produce, compounding, converting, processing, preparing, conceal and consume illicit drugs;
- Gambling services, lotteries, or related services (i.e.: poker course, cash out games, etc.);
- Gift card;
- Invasive medical devices or equipment for invasive beauty treatments (i.e.: botox, peeling, hyaluronic acid, etc.);
- Medicines (exclusively sold by prescription or not) or any substances that are related with miraculous cure of any disease or health condition, including any hospital equipment;
- Military weapons and ammunition, simulacros and controlled equipment (archery, sportive weapons, hunting equipment, weapon's replica, etc.);
- Multilevel marketing companies, pyramid schemes, Ponzi schemes or any program that promises profit or cashback with any deadline;
- Pawnshop;
- Plants, natural flowers, seeds, herbage, grass and living plant species; straw and forage; fresh food;
- Poisons: liquid, solid or gas;
- Political parties (i.e.: campaign finance, donations and subscriptions for politicians, political causes);

- Precious metals, jewels or any other manufactured product made from these materials - Buying or trade;
- Products and services with unauthorized use of a celebrity's name, image, likeness, or other aspects of identity;
- Products prohibited by local Public Health Agency, Sanitary Authority or equivalent (i.e. Anvisa, Cofepris, ISPCH, etc.);
- Products related to pedophilia, child pornography, nudity of minors, as well as articles in any way involving the illegal participation of minors;
- Products that injuries trademarks, patents, copyrights, and other intellectual property rights (i.e.: counterfeit products);
- Prostitution agencies;
- Radioactive material;
- Sports forecasting, odds making, fantasy games and/or any kind of game that promises earning profits or bonus in any currency;
- State owned companies;
- Stolen products, subtracted anyway, smuggled, counterfeit, adulterated or replicated;
- And any other product, services, or activity in jurisdictions where it is considered illegal.

A handwritten signature in black ink, appearing to be a stylized name or set of initials, located in the lower-left quadrant of the page.