

# kiezelpay

THE LEGAL AGREEMENTS SET OUT BELOW GOVERN YOUR USE OF KIEZELPAY ("SERVICES"). BY CONTINUING WITH THE PURCHASE YOU AGREE TO THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT USE THE SERVICES.

## A. TERMS OF SALE

### PAYMENTS, TAXES, AND REFUND POLICY

You agree that you will pay for all products you purchase through the Services, and that Kiezelpay may charge your payment method for any products purchased and for any additional amounts (including any taxes and late fees, as applicable) that may be accrued by or in connection with your Account. YOU ARE RESPONSIBLE FOR THE TIMELY PAYMENT OF ALL FEES AND FOR PROVIDING KIEZELPAY WITH A VALID PAYMENT METHOD FOR PAYMENT OF ALL FEES.

Your total price will include the price of the product plus any applicable tax; such tax is based on the bill-to address and the tax rate in effect at the time you purchase the product.

All sales of products are final.

Prices for products offered via the Services may change at any time, and the Services do not provide price protection or refunds in the event of a price reduction or promotional offering.

If technical problems prevent or unreasonably delay delivery of your product, your exclusive and sole remedy is either replacement or refund of the price paid, as determined by Kiezelpay.

Refunds are allowed up to 30 days after the initial payment.

### ELECTRONIC CONTRACTING

Your use of the Services includes the ability to enter into agreements and/or to make transactions electronically. YOU ACKNOWLEDGE THAT YOUR ELECTRONIC SUBMISSIONS CONSTITUTE YOUR AGREEMENT AND INTENT TO BE BOUND BY AND TO PAY FOR SUCH AGREEMENTS AND TRANSACTIONS. YOUR AGREEMENT AND INTENT TO BE BOUND BY ELECTRONIC SUBMISSIONS APPLIES TO ALL RECORDS RELATING TO ALL TRANSACTIONS YOU ENTER INTO ON THIS SITE, INCLUDING NOTICES OF CANCELLATION, POLICIES, CONTRACTS, AND APPLICATIONS. In order to access and retain your electronic records, you may be required to have certain hardware and software, which are your sole responsibility.

Kiezelpay is not responsible for typographic errors.

## B. KIEZELPAY TERMS AND CONDITIONS

THIS LEGAL AGREEMENT BETWEEN YOU AND KIEZELPAY, LLC ("KiezelPay") GOVERNS YOUR USE OF KIEZELPAY SERVICE (THE "KIEZELPAY SERVICE").

### THE KIEZELPAY SERVICE

KiezelPay is the provider of the KiezelPay Service, which permits you to access or purchase content ("Products") for end user use only under the terms and conditions set forth in this Agreement.

### REQUIREMENTS FOR USE OF THE KIEZELPAY SERVICE

Only persons age 13 years or older can create accounts. Accounts for persons under 13 years old can be created by a parent or legal guardian using Family Sharing or by an approved educational institution. Children under the age of majority should review this Agreement with their parent or guardian to ensure that the child and parent or legal guardian understand it.

Use of the KiezelPay Service requires compatible devices, Internet access, and certain software (fees may apply); may require periodic updates; and may be affected by the performance of these factors. You agree that meeting these requirements, which may change from time to time, is your responsibility. The KiezelPay Service is not part of any other product or offering, and no purchase or obtaining of any other product shall be construed to represent or guarantee you access to the KiezelPay Service.

### YOUR ACCOUNT

As a registered user of the KiezelPay Service, you may establish an account ("Account"). Don't reveal your Account information to anyone else. You are solely responsible for maintaining the confidentiality and security of your Account and for all activities that occur on or through your Account, and you agree to immediately notify KiezelPay of any security breach of your Account. KiezelPay shall not be responsible for any losses arising out of the unauthorized use of your Account.

In order to purchase and download products from the KiezelPay Service, you must enter your KiezelPay ID (e-mail address) to authenticate your Account for transactions.

You agree to provide accurate and complete information when you register with, and as you use, the KiezelPay Service ("KiezelPay Registration Data"), and you agree to update your KiezelPay Registration Data to keep it accurate and complete. You agree that KiezelPay may store and use the KiezelPay Registration Data you provide for use in maintaining and billing fees to your Account.

### USE OF CONTENT

You shall not access or attempt to access an Account that you are not authorized to access. You agree not to modify the software in any manner or form, or to use modified versions of the software, for any purposes including obtaining unauthorized access to the KiezelPay Service. Violations of system or network security may result in civil or criminal liability.

## USAGE RULES

You shall be authorized to use KiezelPay only for personal, noncommercial use.

The delivery of a product through KiezelPay does not transfer to you any commercial or promotional use rights in the product. Any burning or exporting capabilities are solely an accommodation to you and shall not constitute a grant, waiver, or other limitation of any rights of the copyright owners in any content embodied in any product through KiezelPay.

## THIRD-PARTY MATERIALS

Certain products available via the KiezelPay Service may include materials from third parties. You agree that you will not use any third-party materials in a manner that would infringe or violate the rights of any other party and that KiezelPay is not in any way responsible for any such use by you.

## INTELLECTUAL PROPERTY

You agree that the KiezelPay Service, including but not limited to scripts and software used to implement the KiezelPay Service, contains proprietary information and material that is owned by KiezelPay and/or its licensors, and is protected by applicable intellectual property and other laws, including but not limited to copyright. You agree that you will not use such proprietary information or materials in any way whatsoever except for use of the KiezelPay Service in compliance with this Agreement. No portion of the KiezelPay Service may be reproduced in any form or by any means, except as expressly permitted in these terms. You agree not to modify, rent, lease, loan, sell, distribute, or create derivative works based on the KiezelPay Service in any manner, and you shall not exploit the KiezelPay Service in any unauthorized way whatsoever, including, but not limited to, by trespass or burdening network capacity.

Notwithstanding any other provision of this Agreement, KiezelPay and its licensors reserve the right to change, suspend, remove, or disable access to any KiezelPay, products, or other materials comprising a part of the KiezelPay Service at any time without notice. In no event will KiezelPay be liable for making these changes. KiezelPay may also impose limits on the use of or access to certain features or portions of the KiezelPay Service, in any case and without notice or liability.

All copyrights in and to the KiezelPay Service (including the compilation of content, postings, links to other Internet resources, and descriptions of those resources) and related software are owned by KiezelPay and/or its licensors, who reserve all their rights in law and equity. **THE USE OF THE SOFTWARE OR ANY PART OF THE KIEZELPAY SERVICE, EXCEPT FOR**

USE OF THE KIEZELPAY SERVICE AS PERMITTED IN THIS AGREEMENT, IS STRICTLY PROHIBITED AND INFRINGES ON THE INTELLECTUAL PROPERTY RIGHTS OF OTHERS AND MAY SUBJECT YOU TO CIVIL AND CRIMINAL PENALTIES, INCLUDING POSSIBLE MONETARY DAMAGES, FOR COPYRIGHT INFRINGEMENT.

KiezelPay and the KiezelPay logo, and other KiezelPay trademarks, service marks, graphics, and logos used in connection with the KiezelPay Service are trademarks or registered trademarks of KiezelPay, LLC in the U.S. and/or other countries. Other trademarks, service marks, graphics, and logos used in connection with the KiezelPay Service may be the trademarks of their respective owners. You are granted no right or license with respect to any of the aforesaid trademarks and any use of such trademarks.

#### TERMINATION

If you fail, or KiezelPay suspects that you have failed, to comply with any of the provisions of this Agreement, KiezelPay, at its sole discretion, without notice to you may: (i) terminate this Agreement and/or your Account, and you will remain liable for all amounts due under your Account up to and including the date of termination; and/or (ii) terminate the license to the software; and/or (iii) preclude access to the KiezelPay Service (or any part thereof).

KiezelPay reserves the right to modify, suspend, or discontinue the KiezelPay Service (or any part or content thereof) at any time with or without notice to you, and KiezelPay will not be liable to you or to any third party should it exercise such rights.

#### DISCLAIMER OF WARRANTIES; LIABILITY LIMITATION

KIEZELPAY DOES NOT GUARANTEE, REPRESENT, OR WARRANT THAT YOUR USE OF THE KIEZELPAY SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, AND YOU AGREE THAT FROM TIME TO TIME KIEZELPAY MAY REMOVE THE KIEZELPAY SERVICE FOR INDEFINITE PERIODS OF TIME, OR CANCEL THE SERVICE AT ANY TIME, WITHOUT NOTICE TO YOU.

YOU EXPRESSLY AGREE THAT YOUR USE OF, OR INABILITY TO USE, THE KIEZELPAY SERVICE IS AT YOUR SOLE RISK. THE KIEZELPAY SERVICE AND ALL PRODUCTS AND SERVICES DELIVERED TO YOU THROUGH THE KIEZELPAY SERVICE ARE (EXCEPT AS EXPRESSLY STATED BY KIEZELPAY) PROVIDED "AS IS" AND "AS AVAILABLE" FOR YOUR USE, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, THE ABOVE EXCLUSION OF IMPLIED WARRANTIES MAY NOT APPLY TO YOU.

IN NO CASE SHALL KIEZELPAY, ITS DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, CONTRACTORS, OR LICENSORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING FROM YOUR USE OF ANY OF THE KIEZELPAY SERVICE OR FOR ANY OTHER CLAIM RELATED IN ANY WAY TO YOUR USE OF THE KIEZELPAY SERVICE, INCLUDING, BUT NOT LIMITED TO, ANY ERRORS OR OMISSIONS IN ANY CONTENT, OR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT (OR PRODUCT) POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE KIEZELPAY SERVICE, EVEN IF ADVISED OF THEIR POSSIBILITY. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES OR JURISDICTIONS, KIEZELPAY'S LIABILITY SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW.

KIEZELPAY SHALL USE REASONABLE EFFORTS TO PROTECT INFORMATION SUBMITTED BY YOU IN CONNECTION WITH THE KIEZELPAY SERVICE, BUT YOU AGREE THAT YOUR SUBMISSION OF SUCH INFORMATION IS AT YOUR SOLE RISK, AND KIEZELPAY HEREBY DISCLAIMS ANY AND ALL LIABILITY TO YOU FOR ANY LOSS OR LIABILITY RELATING TO SUCH INFORMATION IN ANY WAY.

KIEZELPAY DOES NOT REPRESENT OR GUARANTEE THAT THE KIEZELPAY SERVICE WILL BE FREE FROM LOSS, CORRUPTION, ATTACK, VIRUSES, INTERFERENCE, HACKING, OR OTHER SECURITY INTRUSION, AND KIEZELPAY DISCLAIMS ANY LIABILITY RELATING THERETO. SOME PRODUCTS CAN BE DOWNLOADED ONLY ONCE; AFTER BEING DOWNLOADED, THEY CANNOT BE REPLACED IF LOST FOR ANY REASON. YOU SHALL BE RESPONSIBLE FOR BACKING UP YOUR OWN SYSTEM, INCLUDING ANY PRODUCTS ACQUIRED FROM THE KIEZELPAY STORE.

#### WAIVER AND INDEMNITY

BY USING THE KIEZELPAY SERVICE, YOU AGREE, TO THE EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD KIEZELPAY, ITS DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, CONTRACTORS, AND LICENSORS HARMLESS WITH RESPECT TO ANY CLAIMS ARISING OUT OF YOUR BREACH OF THIS AGREEMENT, YOUR USE OF THE KIEZELPAY SERVICE, OR ANY ACTION TAKEN BY KIEZELPAY AS PART OF ITS INVESTIGATION OF A SUSPECTED VIOLATION OF THIS AGREEMENT OR AS A RESULT OF ITS FINDING OR DECISION THAT A VIOLATION OF THIS AGREEMENT HAS OCCURRED. THIS MEANS THAT YOU CANNOT SUE OR RECOVER ANY DAMAGES FROM KIEZELPAY, ITS DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, CONTRACTORS, AND LICENSORS AS A RESULT OF ITS DECISION TO REMOVE OR REFUSE TO PROCESS ANY INFORMATION OR CONTENT, TO WARN YOU, TO SUSPEND OR TERMINATE YOUR ACCESS TO THE KIEZELPAY SERVICE, OR TO TAKE ANY OTHER ACTION DURING

THE INVESTIGATION OF A SUSPECTED VIOLATION OR AS A RESULT OF KIEZELPAY'S CONCLUSION THAT A VIOLATION OF THIS AGREEMENT HAS OCCURRED. THIS WAIVER AND INDEMNITY PROVISION APPLIES TO ALL VIOLATIONS DESCRIBED IN OR CONTEMPLATED BY THIS AGREEMENT.

## CHANGES

KiezelPay reserves the right at any time to modify this Agreement and to impose new or additional terms or conditions on your use of the KiezelPay Service. Such modifications and additional terms and conditions will be effective immediately and incorporated into this Agreement. Your continued use of the KiezelPay Service will be deemed acceptance thereof.

## MISCELLANEOUS

This Agreement constitutes the entire agreement between you and KiezelPay and governs your use of the KiezelPay Service, superseding any prior agreements between you and KiezelPay. You also may be subject to additional terms and conditions that may apply when you use affiliate services, third-party content, or third-party software. If any part of this Agreement is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect. KiezelPay's failure to enforce any right or provisions in this Agreement will not constitute a waiver of such or any other provision. KiezelPay will not be responsible for failures to fulfill any obligations due to causes beyond its control.

The KiezelPay Service is operated by KiezelPay from its offices in the United States. You agree to comply with all local, state, federal, and national laws, statutes, ordinances, and regulations that apply to your use of the KiezelPay Service. All transactions on the KiezelPay Service are governed by Utah law, without giving effect to its conflict of law provisions. Your use of the KiezelPay Service may also be subject to other laws. You expressly agree that exclusive jurisdiction for any claim or dispute with KiezelPay or relating in any way to your use of the KiezelPay Service resides in the courts in the State of Utah. Risk of loss and title for all electronically delivered transactions pass to the purchaser in Utah upon electronic transmission to the recipient. No KiezelPay employee or agent has the authority to vary this Agreement.

KiezelPay may notify you with respect to the KiezelPay Service by sending an email message to your Account email address or a letter via postal mail to your Account mailing address, or by a posting on the KiezelPay Service. Notices shall become effective immediately.

KiezelPay reserves the right to take steps KiezelPay believes are reasonably necessary or appropriate to enforce and/or verify compliance with any part of this Agreement. You agree that KiezelPay has the right, without liability to you, to disclose any data and/or Account information to law enforcement authorities, government officials, and/or a third party, as KiezelPay believes is reasonably necessary or appropriate to enforce and/or verify compliance with any part of this Agreement (including but not limited to KiezelPay's right to cooperate with any legal process relating to your use of the KiezelPay Service and/or KiezelPay Products, and/or a third-party

claim that your use of the KiezelPay Service is unlawful and/or infringes such third party's rights).