

**IMPORTANT – PLEASE CAREFULLY READ AND UNDERSTAND THESE TERMS AND CONDITIONS (THESE “TERMS”) BEFORE ACCESSING, USING, OR SUBSCRIBING OR PLACING AN ORDER OVER [WWW.PAYMENTS.AI](http://WWW.PAYMENTS.AI) OR OTHER OF OUR SITES WHICH LINK TO THESE TERMS.**

**THESE TERMS CONTAIN DISCLAIMERS OF WARRANTIES AND LIMITATIONS OF LIABILITIES INCLUDING ARBITRATION AND CLASS ACTION WAIVER PROVISIONS THAT WAIVE YOUR RIGHT TO A COURT HEARING, RIGHT TO A JURY TRIAL, AND RIGHT TO PARTICIPATE IN A CLASS ACTION (SEE SECTIONS 5, 6, AND 7). ARBITRATION IS MANDATORY AND IS THE EXCLUSIVE REMEDY FOR ANY AND ALL DISPUTES UNLESS SPECIFIED BELOW IN SECTION 7. THESE TERMS FORM AN ESSENTIAL BASIS OF OUR AGREEMENT.**

The use of [www.payments.ai](http://www.payments.ai) or other sites to which these Terms are linked, including the services provided therein (each, a “Website”), owned and maintained by Payments.Ai LLC, a Delaware limited liability company (“Payments.Ai,” “we,” “our,” “us”), are governed by these Terms. We offer the Website, including all information, tools, and services available from the Website to you, the user, conditioned upon your acceptance of all terms and conditions stated herein. By accessing, using, subscribing, or placing an order over the Website, you and your business (including any sub users you may have) agree to the terms and conditions set forth herein. **If you do not agree to these Terms in their entirety, you are not authorized to use the Website in any manner or form whatsoever.**

THIS IS A BINDING AGREEMENT. THESE TERMS TOGETHER WITH OUR [PRIVACY STATEMENT](#) FORM A LEGALLY BINDING AGREEMENT (THE “AGREEMENT”) BETWEEN YOU AND YOUR BUSINESS (“YOU”) AND PAYMENTS.AI. THIS AGREEMENT GOVERNS YOUR ACCESS TO AND USE OF THE WEBSITE AND THE SERVICES PROVIDED BY PAYMENTS.AI, ANY ORDER YOU PLACE THROUGH THE WEBSITE, BY TELEPHONE, OR OTHER ACCEPTED METHOD OF PURCHASE AND, AS APPLICABLE, YOUR USE OR ATTEMPTED USE OF THE PRODUCTS OR SERVICES OFFERED ON OR AVAILABLE THROUGH THE WEBSITE. PLEASE PRINT AND RETAIN A COPY OF THIS AGREEMENT FOR YOUR RECORDS.

## **NAVIGATING THROUGH THESE TERMS**

You can use the links below to navigate to areas of these Terms that apply specifically to you, or which may otherwise be of interest:

1. [WEBSITE USE](#)
2. [AVAILABILITY](#)
3. [OUR PRIVACY STATEMENT AND REGISTRATION](#)
4. [TESTIMONIALS, REVIEWS, AND PICTURES/VIDEOS](#)
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## **SECTION 1 – WEBSITE USE**

The Website is intended for businesses operated by adults. If you use the Website, you are affirming that you are at least eighteen (18) years old or the legal age of majority in your state or province of residence (whichever is greater), have the legal capacity to enter into a binding contract with us, and have read this Agreement and understand and agree to its terms.

If you are entering into this Agreement on behalf of a business entity, you represent and warrant that you have the legal authority to bind such business entity to the terms and conditions contained in this Agreement. If Payments.Ai finds that you do not have the legal authority to bind such business entity, in addition to other remedies available, you will be personally responsible for obligations and legal liabilities contained herein or related hereto, including, but not limited to, any payment obligations. Payments.Ai shall not be liable for any loss or claims resulting from Payments.Ai's reliance on any information, notice, document, or communication believed by Payments.Ai to be genuine and originating from an authorized representative of such business entity. If Payments.Ai has reasonable doubts as to the authority of any notice, document, or communication, Payments.Ai reserves the right to require additional authentication from you.

Third parties that sell products using our site give Payments.ai a worldwide non-exclusive (unless otherwise agreed upon), royalty-free and non-transferable license to market and be the merchant of record for their products and, where appropriate, effect delivery of digital titles and/or relevant license keys and/or product activation codes to you through the Internet and/or other networks. With respect to shoppers making such purchases, the Payments.ai Privacy Policy shall apply to all transactions and should be reviewed before making any purchase.

Payments.Ai may use other third party payment processors to facilitate transactions. One such third party processor is Adyen, whose terms and conditions must be agreed to as part of these Terms. Adyen's terms and conditions can be found [here](#).

## **SECTION 2 – AVAILABILITY**

Payments.ai will make every effort to keep the Website and the services available at all times. However, unforeseen events or circumstances, maintenance issues, or updates may limit or even deny access to the Website and services for periods of time. For planned outages, Payments.ai will make its best efforts to notify all users in advance, but may not notify users where impractical or not feasible. Accordingly, Payments.ai makes no guarantee whatsoever as to the availability of its Website or services.

You agree not to use or attempt to use the Website or any services provided by Payments.Ai, whether alone, or in conjunction with other software or hardware, in any unlawful manner or a manner harmful to Payments.Ai or any other third party. You further agree not to commit any harmful or unlawful act or attempt to commit any harmful or unlawful act on or through the Website or through use of any software or hardware.

## **SECTION 3 – OUR PRIVACY STATEMENT; REGISTRATION**

We respect your privacy and the use and protection of your non-public, personal information. Your submission of personal information through the Website is governed by our [PRIVACY STATEMENT](#) and, if you and/or your end users are located in the European Union, United Kingdom, Brazil, or California (USA). Our Privacy Statement may be viewed at <https://www.payments.ai/pai-tos-privacy>. Payments.Ai reserves the right to modify its Privacy Statement in its reasonable discretion from time-to-time. Our Privacy Statement is incorporated into this Agreement by reference.

You may need to register on the Website in order to use the services. During registration, you will be required to provide contact information, consisting of an email address, physical address, last four digits of your social security number, your full name, username and password and other details. If prompted to select a username, you can select any username as you like, except that your username cannot be an impersonation of another person, a term that is the same or confusingly similar to a famous trademark, or a term that is offensive in any way. If you do use your own name on the Website, you consent to it being passed to others by use of certain of the functions of Payments.ai and the Website. Payments.ai reserves the right to reject or remove any username or name.

For certain functions, such as the sale or purchase of products and services, you are required to provide your name, address and billing and credit card information. For other functions such as shopper support or merchant support you may be required to give details of your name, address, email, account or product order in order to obtain assistance. In all such cases you are required to provide accurate and complete information.

You are responsible for maintaining the confidentiality of your account information, including your password, and for all activity that occurs under your account. You agree to inform Payments.ai immediately in writing of any unauthorized use of your account or password, or any other related security breach. You may be held liable for losses incurred by Payments.ai or any other user of the Website due to someone else using your password or customer account.

#### **SECTION 4 – TESTIMONIALS, REVIEWS, AND PICTURES/VIDEOS**

Payments.ai is pleased to hear from users and welcomes your comments regarding our services and products. Payments.ai may use testimonials and/or product reviews in whole or in part together with the name, city, and state of the person submitting it. Testimonials may be used for any form of activity relating to Payments.ai's services or products, in printed and online media, as Payments.ai determines in its sole and exclusive discretion. Testimonials represent the unique experience of the participants and customers submitting the testimonial, and do not necessarily reflect the experience that you and your business may have using our services or products. Note that testimonials, photographs, and other information that you provide to us will be treated as non-confidential and nonproprietary, and, by providing them, you grant Payments.ai a royalty-free, worldwide, perpetual, non-exclusive and irrevocable license to use them.

Additionally, Payments.ai reserves the right to correct grammatical and typing errors, to shorten testimonials prior to publication or use, and to review all testimonials prior to publication or use. Payments.ai shall be under no obligation to use any, or any part of, any testimonial or product review submitted.

#### **SECTION 5 – DISCLAIMERS OF OTHER WARRANTIES**

EXCEPT WHERE OTHERWISE INAPPLICABLE OR PROHIBITED BY LAW:

THE WEBSITE AND ALL CONTENT ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WE MAKE NO, AND EXPRESSLY DISCLAIM ANY AND ALL, REPRESENTATIONS AND WARRANTIES AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, AVAILABILITY, ACCURACY, AND/OR COMPLETENESS OF ANY INFORMATION ON THIS WEBSITE. WE DO NOT REPRESENT OR WARRANT, AND EXPRESSLY DISCLAIM THAT: (A) THE USE OF THE WEBSITE OR ANY SOFTWARE WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE, OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, (B) THE WEBSITE, SOFTWARE, OR SERVICES WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (C) ANY STORED DATA WILL BE ACCURATE OR RELIABLE, (D) THE QUALITY OF ANY PRODUCTS, SERVICES, SOFTWARE, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE WEBSITE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (E) ERRORS OR DEFECTS IN THE WEBSITE

WILL BE CORRECTED, OR (F) THE WEBSITE OR THE SERVER(S) THAT MAKE THE WEBSITE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON INFRINGEMENT OF THIRD PARTY RIGHTS, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

## **SECTION 6 – LIMITATIONS OF LIABILITIES**

EXCEPT WHERE OTHERWISE INAPPLICABLE OR PROHIBITED BY LAW, IN NO EVENT SHALL PAYMENTS.AI OR ANY OF ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, INDEPENDENT CONTRACTORS, TELECOMMUNICATIONS PROVIDERS, AND/OR AGENTS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL, PUNITIVE, OR ANY OTHER DAMAGES, FEES, COSTS OR CLAIMS ARISING FROM OR RELATED TO THIS AGREEMENT INCLUDING THE PRIVACY STATEMENT, THE SERVICES OR PRODUCTS, YOUR OR A THIRD PARTY'S USE OR ATTEMPTED USE OF THE WEBSITE OR ANY SOFTWARE, SERVICE, OR PRODUCT, REGARDLESS OF WHETHER PAYMENTS.AI HAS HAD NOTICE OF THE POSSIBILITY OF SUCH DAMAGES, FEES, COSTS, OR CLAIMS. THIS INCLUDES, WITHOUT LIMITATION, ANY LOSS OF USE, LOSS OF PROFITS, LOSS OF DATA, LOSS OF GOODWILL, COST OF PROCUREMENT OF SUBSTITUTE SERVICES OR PRODUCTS, OR ANY OTHER INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, CONSEQUENTIAL, OR OTHER DAMAGES. THIS APPLIES REGARDLESS OF THE MANNER IN WHICH DAMAGES ARE ALLEGEDLY CAUSED, AND ON ANY THEORY OF LIABILITY, WHETHER FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), WARRANTY, OR OTHERWISE.

IN NO EVENT SHALL PAYMENTS.AI'S LIABILITY TO YOU OR YOUR BUSINESS EXCEED THE AMOUNT OF THE PAYMENTS PAID BY YOU TO PAYMENTS.AI FOR THE THREE (3) MONTHS PRECEDING THE DATE IN WHICH THE FACTS GIVING RISE TO A CLAIM AGAINST PAYMENTS.AI OCCURRED OR TWO-THOUSAND DOLLARS (\$2,000), WHICHEVER IS GREATER.

## **SECTION 7 – DISPUTE RESOLUTION BY MANDATORY BINDING ARBITRATION AND CLASS ACTION WAIVER**

PLEASE READ THIS ARBITRATION PROVISION CAREFULLY TO UNDERSTAND YOUR AND YOUR BUSINESS' RIGHTS. EXCEPT WHERE PROHIBITED BY LAW, YOU AND YOUR BUSINESS AGREE THAT ANY CLAIM THAT YOU OR YOUR BUSINESS MAY HAVE IN THE FUTURE MUST BE RESOLVED THROUGH FINAL AND BINDING CONFIDENTIAL ARBITRATION. YOU ACKNOWLEDGE AND AGREE THAT YOU AND YOUR BUSINESS ARE WAIVING THE RIGHT TO A TRIAL BY JURY. THE RIGHTS THAT YOU AND YOUR BUSINESS WOULD HAVE IF YOU WENT TO COURT, SUCH AS

DISCOVERY OR THE RIGHT TO APPEAL, MAY BE MORE LIMITED OR MAY NOT EXIST. YOU AGREE THAT YOU AND YOUR BUSINESS MAY ONLY BRING A CLAIM IN AN INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF (LEAD OR OTHERWISE) OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. YOU FURTHER AGREE THAT THE ARBITRATOR MAY NOT CONSOLIDATE PROCEEDINGS OR CLAIMS OR OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING.

THERE IS NO JUDGE OR JURY IN ARBITRATION, AND COURT REVIEW OF AN ARBITRATION AWARD IS LIMITED. HOWEVER, AN ARBITRATOR CAN AWARD ON AN INDIVIDUAL BASIS THE SAME DAMAGES AND RELIEF AS A COURT (INCLUDING INJUNCTIVE AND DECLARATORY RELIEF OR STATUTORY DAMAGES), AND MUST FOLLOW THESE TERMS AS A COURT WOULD.

If you have a complaint, dispute, or controversy, you agree to first contact us at [compliance@payments.ai](mailto:compliance@payments.ai) to attempt to resolve the dispute or controversy informally. Any controversy or claim arising out of or related to the use of the Website, any product, service, or software, these Terms, the Privacy Statement, or your relationship with us that cannot be resolved through such informal process or through negotiation within one hundred and twenty (120) days shall be resolved by binding, confidential arbitration administered by the American Arbitration Association (“AAA”), and judgment on the award rendered may be entered in any court having jurisdiction thereof. The arbitration will be conducted by a single neutral arbitrator in the English language in Ada County, Idaho, unless we both agree to conduct the arbitration by telephone or written submissions. The arbitrator shall be selected by agreement of the parties or, if the parties cannot agree, chosen in accordance with Rules of the AAA. The arbitration will be conducted in accordance with the provisions of the AAA’s Commercial Arbitration Rules and Procedures, in effect at the time of submission of the demand for arbitration. The AAA’s Rules are available at [www.adr.org](http://www.adr.org) or by calling 1-800-778-7879. The arbitrator shall have the exclusive and sole authority to resolve any dispute relating to the interpretation, construction, validity, applicability, or enforceability of these Terms, the Privacy Statement, this arbitration provision, and any other terms incorporated by reference into these Terms. The arbitrator shall have the exclusive and sole authority to determine whether any dispute is arbitrable. The arbitrator shall have the exclusive and sole authority to determine whether this arbitration agreement can be enforced against a non-signatory to this agreement and whether a non-signatory to this agreement can enforce this provision against you or Payments.ai.

Payment of all filing, administration, and arbitrator fees will be governed by the AAA’s Rules. In all other respects, the parties shall each pay their own additional fees, costs, and expenses, including, but not limited to, those for any attorneys, experts, documents, and witnesses.

The arbitrator shall follow the substantive law of the State of Delaware without regard to its conflicts of laws principles. Any award rendered shall include a confidential written opinion and shall be final, subject to appeal under the Federal Arbitration Act, 9 U.S.C. §§ 1-16, as amended.

Judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

You and Payments.ai agree that disputes will only be arbitrated on an individual basis and shall not be consolidated, on a class wide, representative basis, or with any other arbitration(s) or other proceedings that involve any claim or controversy of any other party. You and Payments.ai expressly waive any right to pursue any class or other representative action against each other.

Failure or any delay in enforcing this arbitration provision in connection with any particular claim will not constitute a waiver of any rights to require arbitration at a later time or in connection with any other claims except that all claims must be brought within 1 year after the claim arises (the 1 year period includes the one hundred and twenty (120) day informal resolution procedures described above).

This arbitration provision sets forth the terms and conditions of our agreement to final and binding confidential arbitration and is governed by and enforceable under the Federal Arbitration Act, 9 U.S.C. §§ 1-16, as amended.

This provision survives termination of your account or relationship with Payments.ai, bankruptcy, assignment, or transfer. If the class action waiver is deemed unenforceable (*i.e.*, unenforceability would allow arbitration to proceed as a class or representative action), then this entire arbitration provision shall be rendered null and void and shall not apply. If a portion of this arbitration provision (other than the class action waiver) is deemed unenforceable, the remaining portions of this arbitration provision shall remain in full force and effect.

YOU UNDERSTAND THAT YOU AND YOUR BUSINESS WOULD HAVE HAD A RIGHT TO LITIGATE THROUGH A COURT, TO HAVE A JUDGE OR JURY DECIDE YOUR CASE, AND TO BE PARTY TO A CLASS OR REPRESENTATIVE ACTION. HOWEVER, YOU UNDERSTAND AND AGREE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY AND ONLY THROUGH BINDING, FINAL, AND CONFIDENTIAL ARBITRATION IN ACCORDANCE WITH THIS ARBITRATION PROVISION.

#### **SECTION 8 – PAYMENTS.AI’S ADDITIONAL REMEDIES**

In order to prevent or limit irreparable injury to Payments.ai, in the event of any breach or threatened breach by you of the provisions of this Agreement or any infringement or threatened infringement by you of the intellectual property of Payments.ai or a third-party, Payments.ai shall be entitled to seek a temporary restraining order and preliminary and permanent injunctions or other equitable relief from a court of competent jurisdiction located in Ada County, Idaho restraining such breach, threatened breach, infringement, or threatened infringement. Nothing in this Agreement shall be construed as prohibiting Payments.ai from pursuing in court any other remedies available to it for such breach, threatened breach, infringement, or threatened infringement, including the recovery of monetary damages from you and your business. You and your business hereby irrevocably consent to the exclusive personal jurisdiction of, and exclusive

venue in, the courts of Ada County, Idaho for all such claims, and forever waive any challenge to said courts' exclusive jurisdiction or venue.

In the event that your account with Payments.Ai has a negative balance, you hereby authorize us to charge your primary payment instrument (debit card or bank account) to restore your balance to zero or a positive amount.

## **SECTION 9 – INDEMNIFICATION**

To the fullest extent permitted by law, you agree to defend, indemnify, and hold harmless Payments.ai, its directors, officers, employees, shareholders, licensors, independent contractors, subcontractors, suppliers, affiliates, parent companies, subsidiaries, and agents from and against any and all claims, actions, loss, liabilities, damages, expenses, demands, and costs of any kind, including, but not limited to attorneys' fees and costs of any litigation or other dispute resolution, arising out of, resulting from, or in any way connected with or related to (1) your use, misuse, or attempt to use the Website, software, products, or services, (2) information you submit or transmit through the Website, (3) your breach of these Terms, the documents they incorporate by reference, the Agreement, or the representations and warranties provided by you in this Agreement, or (4) your violation of any law or the rights of a third-party.

## **SECTION 10 – NOTICE AND TAKEDOWN PROCEDURES; COPYRIGHT ACT**

If you believe that materials or content available on the Website infringes any copyright you own, you or your agent may send Payments.ai a notice requesting that Payments.ai remove the materials or content from the Website. If you believe that someone has wrongly filed a notice of copyright infringement against you, you may send Payments.ai a counter-notice. Notices and counter-notices should be sent to Payments.ai, Attention: Payments.ai, LLC Legal, 9169 W. State Street #800, Garden City, Idaho 83714, or by e-mail to [compliance@payments.ai](mailto:compliance@payments.ai). These Terms fully incorporate by reference the [DMCA Policy](#).

## **SECTION 11 – TERMINATION**

This Agreement will take effect (or shall re-take effect) at the time you click "I ACCEPT" or "I AGREE" or similar links or buttons, otherwise submit information through the Website, respond to a request for information, begin installing, accessing, or using the Website, complete a purchase, select a method of payment, and/or enter in payment method information, whichever is earliest. If, in our sole discretion, you fail, or we suspect that you have failed, to comply with any term or provision of the Agreement or violated any law, whether in connection with your use of Payments.ai or otherwise, we may terminate the Agreement or suspend your access to the Website at any time without notice to you. Sections 4 through 9, and 12 through 20 of this Agreement, as well as any representations, warranties, and other obligations made or undertaken by you, shall survive the termination of this Agreement and/or your account or relationship with Payments.ai. Upon termination, you remain responsible for any outstanding payments to Payments.ai.



## **SECTION 12 – NO WAIVER**

No failure or delay on the part of Payments.ai in exercising any right, power or remedy under this Agreement may operate as a waiver, nor may any single or partial exercise of any such right, power, or remedy preclude any other or further exercise of such right, power, or remedy, or the exercise of any other rights, power, or remedy under this Agreement. A waiver of any right or obligation under this Agreement shall only be effective if in writing and signed by Payments.ai.

## **SECTION 13 – GOVERNING LAW AND VENUE**

This Agreement and any issue or dispute arising out of or otherwise related to this Agreement or your access to or use of the Website, our [Privacy Statement](#), or any matter concerning Payments.ai, including your purchase and use or attempted use of any service or product, shall be governed exclusively by the laws of State of Delaware without regard to its conflicts of laws principles. To the extent that any claim or dispute is found by the arbitrator or (if proper) a court of competent jurisdiction to be excluded from the arbitration agreement in [Section 7](#) above, the parties agree any such claim or dispute shall be exclusively brought in and decided by the state or federal courts located in Wilmington, Delaware, and you hereby irrevocably consent to the exclusive personal jurisdiction of, and exclusive venue in, such courts, and forever waive any challenge to said courts' exclusive jurisdiction or venue. All such claims must be brought on an individual and non-class, non-representative basis, and you forever waive any right to bring such claims on a class wide or representative basis.

## **SECTION 14 – FORCE MAJEURE**

Payments.ai will not be responsible to you for any delay, damage, or failure caused or occasioned by any act of nature or other causes beyond our reasonable control.

## **SECTION 15 – ASSIGNMENT**

Payments.ai may assign its rights under this Agreement at any time, without notice to you. Your rights arising under this Agreement cannot be assigned without Payments.ai's (or its assigns') express prior written consent.

## **SECTION 16 – ELECTRONIC SIGNATURE**

All information communicated on the Website is considered an electronic communication. When you communicate with Payments.ai through or on the Website or via other forms of electronic media, such as e-mail, you are communicating with the company electronically. You agree that we may communicate electronically with you and that such communications, as well as notices, disclosures, agreements, and other communications that we provide to you electronically, are equivalent to communications in writing and shall have the same force and effect as if they were in writing and signed by the party sending the communication.

## **SECTION 17 – CHANGES TO THE AGREEMENT**

You can review the most current version of the Terms at any time on our Website [www.payments.ai](http://www.payments.ai). We reserve the right, at our sole discretion, to update, change or replace any part of the Agreement, including the [Privacy Statement](#) by posting updates and changes to our Website. It is your responsibility to check our Website periodically for changes. Your continued use of or access to our Website following the posting of any changes to the Agreement constitutes acceptance of those changes.

## **SECTION 18 – YOUR ADDITIONAL REPRESENTATIONS AND WARRANTIES**

You hereby further represent and warrant: (1) that you are at least eighteen (18) years of age, or the legal age of majority in your jurisdiction, whichever is greater; (2) that you own, operate, and/or have the right to bind the business for which you are using the Website; (3) have read this Agreement and thoroughly understand and agree to the terms contained in this Agreement; and (4) that you will not resell, re-distribute, or export any product or service that you order from the Website. You further represent that Payments.ai has the right to rely upon all information provided to Payments.ai by you, and Payments.ai may contact you, your business, and any subaccounts you create by email, telephone, or postal mail for any purpose, including but not limited to (i) follow-up calls, (ii) satisfaction surveys, and (iii) inquiries about any orders you placed, or considered placing, on or through the Website.

You further represent and warrant that there are no prior or pending government investigations or inquiries of, or prosecutions against you, or any business related to you, by the Federal Trade Commission, any other federal or state governmental agency, or any industry regulatory authority, anywhere in the world, nor any prior or pending private lawsuits against you. If at any time during the life of the Agreement you, or any business related to you, becomes the subject of a government investigation, inquiry, or prosecution by the Federal Trade Commission, any other federal or state governmental agency, or any industry regulatory authority anywhere in the world, or the subject of any lawsuit, you will notify Payments.ai of the same within twenty-four (24) hours. Payments.ai, at its sole discretion, may terminate the Agreement based on any investigation, proceeding, or lawsuit identified pursuant to this paragraph or otherwise discovered by Payments.ai without incurring any obligation or liability to you.

## **SECTION 19 – SEVERABILITY**

If any provision of this Agreement is found by the arbitrator or (if proper) a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions shall not be affected thereby and shall continue in full force and effect and such provision may be modified or severed from this Agreement to the extent necessary to make such provision enforceable and consistent with the remainder of the Agreement.

## **SECTION 20 – ENTIRE AGREEMENT**

These Terms, the Privacy Statement, and any policies or operating rules posted by us on the Website or in respect to the Website constitutes the entire agreement and understanding between you and your business and Payments.ai and governs your access to and use of the Website and your ordering, purchasing, and use and/or attempted use of any service or product, and supersedes and replaces any prior or contemporaneous agreements, representations, communications, and proposals, whether oral or written, between you and Payments.ai. We may also, in the future, offer new services and/or features through the Website. Such new features and/or services shall also be subject to this Agreement, and any policies or operating rules posted by us on the Website. Any ambiguities in the interpretation of these Terms or the Agreement shall not be construed against the drafting party. Any inconsistencies between these Terms and the other terms applicable to the parties' relationship shall be resolved by these Terms.

## **SECTION 21 – CONTACTING US**

We encourage our customers to contact us with questions or comments about our products and services. Please feel free to do so by sending an email to [support@payments.ai](mailto:support@payments.ai).

If you have any questions or inquiries concerning these Terms, you may contact Payments.ai by email at [compliance@payments.ai](mailto:compliance@payments.ai), or by regular mail at Payments.ai, Attention: Payments.ai, LLC Legal, 9169 W. State Street #800, Garden City, Idaho 83714.

For additional inquiries, please feel free to send an email to the relevant address listed below.

Compliance: [compliance@payments.ai](mailto:compliance@payments.ai)

Spam or Abuse: [compliance@payments.ai](mailto:compliance@payments.ai)

For General Support and Inquiries: [support@payments.ai](mailto:support@payments.ai)

Notices to you may be made by posting a notice (or a link to a notice) on <https://www.payments.ai/terms> and such other sites we own and control, by email, or by regular mail, at Payments.ai's discretion.