

GlobePay User Agreement

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This User Agreement ("Agreement") is a contract between you and GlobePay and applies to your use of the GlobePay Services. You must read, agree with and accept all of the terms and conditions contained in this Agreement. In addition, you must read, agree with and accept any applicable agreements on the [Legal Agreements page](#). At any time, we may amend this Agreement by posting a revised version on our website. The revised version of the user agreement will be effective at the time we post it. In addition, if the revised version includes a Substantial Change in any circumstances, we will provide you with 30 Days' prior notice of any Substantial Change in any circumstances, by posting notice on the "Policy Updates" page of our website.

This is an important document which you must consider carefully when choosing whether to use the GlobePay Services. This Agreement also highlights certain risks of using the GlobePay Services. There may be the following risks of using the GlobePay Services: The Payments received may be reversed at a later time from your GlobePay account. for example, if such a payment is subject to a Reversal, invalid or otherwise claimed. This means that the payments received by some of our Sellers/Receiver into their account may be returned to the Buyer/Sender or otherwise removed from their Account after they have been paid and/or delivered any goods or services. You can help protect yourself by following the criteria set out in the Protection for Sellers section and by following the other guidance provided in the "Security Center" accessible via every page of the GlobePay website. We may suspend, close, , or limit your access to your GlobePay Account or the GlobePay Services, and/or limit access to your funds for up to 90 Days if you violate this Agreement, the GlobePay Acceptable Use Policy, or any other agreement you enter into with GlobePay. If you wish to open a Dispute through GlobePay's Online Resolution Center you must do so

within 45 days of making your payment. You must consider such risks and guidance when using GlobePay.

1. Relationship between You and GlobePay.

1.1 GlobePay is Only a Payment Service Provider. GlobePay helps you make payments to and accept payments from third parties. GlobePay is an independent contractor for all purposes, except that GlobePay acts as your agent with respect to the custody of your funds only. GlobePay does not have control of, or liability for, the products or services that are paid for with the GlobePay Services. We do not guarantee the identity of any User or ensure that a buyer or a Seller will complete a transaction.

1.2 Your Privacy. Protecting your privacy is very important to GlobePay. Please review our [Privacy Policy](#) in order to better understand our commitment to maintaining your privacy, as well as our use and disclosure of your Information.

1.3 Privacy of Others. If you receive Information about another GlobePay User through the GlobePay Services, you must keep the Information confidential and only use it in connection with the GlobePay Services. You may not disclose or distribute a GlobePay User's Information to a third party or use the Information for marketing purposes unless you receive the User's express consent to do so.

1.4 Intellectual Property. "Globepayinc.com," "GlobePay," and all logos related to the GlobePay Services are either trademarks or registered trademarks of GlobePay or its licensors. You may not copy, imitate or use them without GlobePay's prior written consent. In addition, all page headers, custom graphics, button icons, and scripts are service marks, trademarks, and/or trade dress of GlobePay. You may not copy, imitate, or use them without our prior written consent. You may use HTML logos provided by GlobePay through our Merchant services, auction tools features or affiliate programs without prior written consent for the purpose of directing web traffic to the GlobePay Services. You may not alter, modify or change these HTML logos in any way, use them in a manner that is disparaging to GlobePay or the GlobePay Services or display them in any manner that implies GlobePay's sponsorship or endorsement. All right, title and interest in and to the GlobePay website, any content thereon, the GlobePay Services, the technology related to the GlobePay Services, and any and all technology and any content created or derived from any of the foregoing is the exclusive property of GlobePay and its licensors.

1.5 Assignment. You may not transfer or assign any rights or obligations you have under this Agreement without GlobePay's prior written consent. GlobePay reserves the right to transfer or assign this Agreement or any right or obligation under this Agreement at any time.

1.6 Notices to You. You agree that GlobePay may provide notice to you by posting it on our website, emailing it to the email address listed in your Account, or mailing it to the street address listed in your Account. Such notice shall be considered to be received by you within 24 hours of the time it is posted to our website or emailed to you unless we receive notice that the email was not delivered. If the notice is sent by mail, we will consider it to have been received by you three Business Days after it is sent. You may request a paper copy of any legally required disclosures and you may terminate your consent to receive required disclosures through electronic communications by contacting GlobePay as described in section 1.7 below. GlobePay will charge you a Records Request Fee (per section 8) to provide a paper copy. GlobePay reserves the right to close your Account if you withdraw your consent to receive electronic communications.

1.7 Notices to GlobePay. Except as otherwise stated below in section 13 (Errors and Unauthorized Transactions) and section 15 (Disputes with GlobePay), notice to GlobePay must be sent by Email to:

GlobePay Inc at Support@globepayinc.com. **1.8 Transaction History.** You may view your transaction history by logging into your GlobePay

Account and looking at your Account History subtab on the Account Overview webpage. You agree to review your transactions through your Account History instead of receiving periodic statements by mail.

1.9 Calls to You. By providing GlobePay a mobile number (including a wireless/cellular telephone), you consent to receiving autodialed and prerecorded message calls from GlobePay at that number.

1.10 Messages to You. By providing GlobePay a mobile number you consent to receiving verification code and transactions alerts from GlobePay at that number. In some rare cases beyond our control(Such as fire or flood or loss of Internet connection) we may be unable to send verification code and transactions alerts at that number.

2. Eligibility and Accounts Types.

2.1 Eligibility. To be eligible for the GlobePay Services, you must be at least 16 years old. Agreement applies to every User whether Indian resident or a resident of another country. **2.2 Personal and**

Business Accounts. We offer two different types of Accounts: Personal and Business Accounts. You may only hold one Personal Account and one Business Account. By opening a Business Account and accepting the terms as outlined in this Agreement, you attest that you are not establishing the Account primarily for personal, family, or household purposes. **2.3 Identity Authentication.** You authorize

GlobePay, directly or through third parties, to make any inquiries we consider necessary to validate your identity. This may include asking you for further information, requiring you to take steps to confirm ownership of your email address or financial instruments or verifying your Information against third party databases or through other sources. **2.4 Credit Report Authorization.** If you open a Business Account,

you are providing GlobePay with your written instructions in accordance with the Fair Credit Reporting Act and you are authorizing GlobePay to obtain your personal and/or business credit report from a credit bureau. You are also authorizing GlobePay to obtain your personal and/or business credit report: (a) when you upgrade you're Personal Account to a Business Account, or (b) at any time GlobePay reasonably believes there may be an increased level of risk associated with your Business Account.

3. Sending Funds.

3.1 Sending Limits. At present there are no sending limits. But we may, at our discretion, impose limits on the amount of money you can send through the GlobePay Services with a prior notice.

3.2 Default Payment Currency. When you make a payment, we use Preferred Payment Currency selected by you first, GlobePay will fund your transaction in this order:

1. Balance in same currency
2. Balance in other currencies

Note: We will use your Balance of same currency first. After that we will use other currencies in the order set by you.

3.3 Payment Method Limitations. In order to manage risk, GlobePay may limit the Payment Methods available for a transaction. In addition, Payment Methods may be limited if you make a GlobePay payment through certain third party websites or applications. In such cases, you may choose to continue with the transaction with the understanding that you may have fewer avenues

available for dispute resolution should the transaction turn out to be unsatisfactory. **3.4 Bank Transfers.** When Instant Transfer is used as your Payment Method, or when you initiate an Add Funds transaction, you are requesting an electronic transfer from your bank account. For these transactions, GlobePay will make electronic transfers via ACH from your bank account in the amount you specify. You agree that such requests constitute your authorization to GlobePay to make the transfers. Once you have provided your authorization for the transfer, you will not be able to cancel the electronic transfer. You give GlobePay the right to resubmit any ACH debit you authorized that is returned for insufficient or uncollected funds. **3.5 Refused and Refunded Transactions.** When you send money, the recipient is not required to accept it. You agree that you will not hold GlobePay liable for any damages resulting from a recipient's decision not to accept a payment made through the GlobePay Services. We will return any unclaimed, refunded or denied payment within 30 Days of the date you initiate payment. If a payment is unclaimed, denied or refunded for any reason, we will return the money to your Balance or to the original Payment Method. **3.7 Merchant Processing Delay.** When you send a payment to certain Merchants, you are providing an Authorization to the Merchant to process your payment and complete the transaction. The payment will be held as pending until the Merchant processes your payment. Some Merchants may delay processing your payment. In such an instance, your Authorization will remain valid for up to 30 Days. If your payment requires a currency conversion, the exchange rate (which includes a Currency Conversion Fee) will be determined at the time the Merchant processes your payment and completes the transaction.

3.8 Future Payments. A Future Payment is a payment in which you make a payment for future date. Although there are no charges for making future payment But at the time of making future payment you must have 2% of the total sending amount in your GlobePay account and you can not withdraw the same amount until the payment process complete. After making Future payment if you Stop the payment or payment bounce then 2% of the total sending amount will be charged as fine.

3.9 Recurring Payments. A Recurring Payment is a payment in which you authorize a Merchant to directly charge your GlobePay account on a one-time, regular, or sporadic basis. An example of a Recurring Payment is signing up for a service where you agree to allow a Merchant to directly charge your GlobePay account each month for a particular service you have purchased. Recurring Payments are sometimes called "subscriptions", "preapproved payments, or "automatic payments." **3.10 Waiver of Notice for Certain Recurring Payments.** When a Recurring Payment is made by Instant Transfer , you have the right to contact the Merchant and insist on 10 Days advance notice before the Recurring Payment is made, if the amount of the payment may vary. This is designed to protect you from having insufficient funds in your bank account to cover the Recurring Payment. By establishing a Recurring Payment, you are agreeing to receive this advance notice only when your total payments to a Merchant exceed the limit established between you and the Merchant. **3.11 Canceling Recurring Payments.** You may cancel a Recurring Payment at any time up to 3 Business Days prior to the date the payment is scheduled to be made. To cancel a Recurring Payment, log in to your Account, access the My Account tab, then access the Profile tab, then access the Financial Information column and click on "My Preapproved Payments" and follow the instructions to cancel the payment. Please keep in mind that Recurring Payments are sometimes referred to as "subscriptions" or "preapproved payments." In addition, if you cancel a Recurring Payment you may still be liable to the Merchant for the payment and be required to pay the Merchant through alternative means. **3.12 Sending Money in Multiple Currencies.** When you are sending money to a Merchant who has requested a currency that is different than your primary currency, you will need to specify whether you want to pay the Merchant in the Merchant's requested currency, or in your primary currency (in some cases, the Merchant may not give you a choice). If you send money in a currency that is not your primary currency, we follow these practices:

1. If you have a Balance in the requested currency, we will fund your transaction from your Balance.
2. If you have a Balance in a different currency, we will perform a currency conversion and use it to fund your transaction.
3. If you do not have a Balance, we will fund your transaction through your Default Payment Methods.

The Currency Conversion Fee in section 8 of this Agreement will apply whenever GlobePay performs a currency conversion.

3.13 GlobePay Mobile. GlobePay Mobile is a Service that allows you to send and receive payments through your mobile phone. GlobePay Mobile is available in almost all countries. There are no charges for making payments using GlobePay mobile service. If you use GlobePay Mobile service you are responsible for any fees that your phone service provider charges, such as use of internet on your mobile, data services, and any other fees that your phone service provider may charge. Your phone service provider is not the provider of the GlobePay Services.

4. Receiving Funds.

4.1 Receiving Personal Payments. If you are selling goods or services, you may not ask the buyer to send you a Personal Payment for the purchase. If you do so, GlobePay may remove your ability to accept Personal Payments.

4.2 Payment Review. Payment Review is a process by which GlobePay reviews certain potentially high-risk transactions. If a payment is subject to Payment Review, GlobePay will place a hold on the payment and provide notice to the Seller to delay shipping the item. GlobePay will conduct a review and either clear or cancel the payment. If the payment is cleared, GlobePay will provide notice to the Seller to ship the item. Otherwise, GlobePay will cancel the payment and the funds will be returned to the buyer. All payments that clear Payment Review will be Seller Protection Policy eligible if they meet the Seller Protection Policy requirements. GlobePay will provide notices to you by email or in the Transaction History tab of your GlobePay account.

4.3 Risk of Reversals, Chargebacks and Claims. When you receive a payment, you are liable to GlobePay for the full amount of the payment plus any Fees if the payment is later invalidated for any reason. This means that, in addition to any other liability, you will be responsible for the amount of the payment, plus the applicable Fees listed in section 8 of this Agreement if you lose a Claim or a Chargeback, or if there is a Reversal of the payment. You agree to allow GlobePay to recover any amounts due to GlobePay by debiting your Balance. If there are insufficient funds in your Balance to cover your liability, you agree to reimburse GlobePay through other means. If a sender of a payment files a Chargeback, not GlobePay, will determine who wins the Chargeback.

4.4 No Surcharges. You agree that you will not impose a surcharge or any other fee for accepting GlobePay as a payment method. You may charge a handling fee in connection with the sale of goods or services, as long as the handling fee does not operate as a surcharge and is not higher than the handling fee you charge for non-GlobePay transactions.

4.5 Taxes. It is your responsibility to determine what, if any, taxes apply to the payments you make or receive, and it is your responsibility to collect, report and remit the correct tax to the appropriate tax authority. GlobePay is not responsible for determining whether taxes apply to your transaction, or for collecting, reporting or remitting any taxes arising from any transaction.

4.6 Receiving Payments from Student Accounts. GlobePay may block your ability to receive payments from Student Accounts if you sell goods or services that may be illegal for minors to

purchase under any applicable laws or regulations. This includes, but is not limited to, alcohol, tobacco or adult oriented materials.

4.7 Your Refund Policy and Privacy Policy. We recommend that if you are selling goods or services you have a published return policy and a published privacy policy on your website or at your point of sale.

4.10 Receiving Recurring Payments. If you receive Recurring Payments you must comply with the following requirements:

1. Authorization. You must receive your buyer's prior Authorization for the amount, frequency, and duration of the Recurring Payment.
2. Notice Requirements. If the amount of the Recurring Payment varies, you must comply with one of the following three requirements:
 1. You must allow your buyer to set both a minimum and maximum amount that you may charge for each Recurring Payment, and you must stay within that range; or
 2. You must inform your buyer of his/her right to receive notice of the amount and date of each Recurring Payment. If your buyer elects to receive such notice, you must provide the notice at least 10 Days prior to the date of the Recurring Payment; or
 3. You must provide your buyer with the ability to receive notice in each of the following instances:
 1. For every Recurring Payment;
 2. When the amount of the Recurring Payment will fall outside the minimum and maximum amount agreed to by your buyer; and
 3. When the amount of the Recurring Payment will differ from the prior Recurring Payment by more than an amount agreed to by your buyer.

If your buyer elects to receive notice in any of these instances you must provide such notice at least 10 Days prior to the date of the Recurring Payment. Required Cancellation Procedures for Recurring Payments. You must provide buyers with the ability to cancel a Recurring Payment within 3 Business Days of the scheduled date of the Recurring Payment. In addition, if your buyer signed up for the Recurring Payment through an online method, you must provide a simple and easily accessible online cancellation procedure. If your buyer cancels the Recurring Payment, you may not charge for the Recurring Payment.

4.11 No Log-In Payments. If you receive No Log-In Payments you must receive your buyer's Authorization to the payment amount prior to submitting the No Log-In Payment.

5. Funds in your Accounts.

5.1 Balances. You do not need to maintain a Balance in your Account in order to make payments. If you do hold a Balance, GlobePay will hold your funds separate from its corporate funds, will not use your funds for its operating expenses or any other corporate purposes and will not voluntarily make your funds available to its creditors in the event of bankruptcy. While your funds are in our custody, GlobePay will combine your funds with the funds of other Users and place those Pooled Accounts in one or more bank accounts in GlobePay's name. Balances in INR that are held in Pooled Accounts may be eligible for FDIC pass-through insurance. **5.2 Assignment of Interest to GlobePay.** You agree that you will not receive interest or other earnings on the funds that GlobePay handles as your agent and places in Pooled Accounts. In consideration for your use of the GlobePay Services, you irrevocably transfer and assign to GlobePay any ownership right that you may have in any interest that may accrue on funds held in Pooled Accounts. This assignment applies only to interest earned on your funds, and nothing in this Agreement grants GlobePay any ownership right to the principal of the funds you maintain with

GlobePay. In addition to or instead of earning interest on Pooled Accounts, GlobePay may receive a reduction in fees or expenses charged for banking services by the banks that hold your funds.

5.3 Negative Balances and Multiple Currencies. If one of the currency Balances in your Account is negative for any reason, GlobePay may set-off the negative Balance by using funds you maintain in a different currency Balance, or by deducting amounts you owe GlobePay from money you receive into your Account, or money you attempt to withdraw or send from your Account. If you have a negative balance for a period of 21 Days or longer, GlobePay will convert your negative Balance to INR. **5.4 Risks of Maintaining Balances in Multiple Currencies.** You are responsible for all risks associated with maintaining Balances in multiple currencies. You agree that you will not attempt to use multiple currencies for speculative trading. **5.5 Setoff of Past Due Amounts.** If you have a past due amount owed to GlobePay or a GlobePay affiliate, subsidiary, GlobePay may debit your Account to pay any amounts that are more than 180 days past due. **5.6 Security Interest.** To secure your performance of this Agreement, you grant to GlobePay a lien on and security interest in and to the funds held in your Account in the possession of GlobePay.

6. Adding Funds

6.1 How to add funds. You may add funds by electronically transferring (using net banking) them from your bank account which is linked with your GlobePay account.

6.2 Adding Limits. At present there are no adding limits for both Personal and business accounts.

6.3 Time to show funds in your account. Whenever, you add funds from your bank to GlobePay account. We send funds instantly to your GlobePay account. But the funds will show as a hold amount until we get it verify. Generally we take maximum 2-6 working hours to verify your transaction.

6.4 Hold amount. When you add funds in your GlobePay account using net banking, temporarily we show that funds in **Hold amount** until your transaction get verified, after verification the funds are added to your main GlobePay balance.

6.5 Use of Hold amount. You cannot use Hold amount for transaction until we get verify and send the funds in your main GlobePay balance.

7. Withdrawing Funds.

7.1 How to Withdraw Money. You may withdraw funds by electronically transferring them to your bank account linked with your GlobePay account. **7.2 Withdrawal Limits.** At present there are no withdrawal limits for both Personal and business accounts but in future there may be limits Depending on the degree to which you have Verified your Account. In addition, we may delay withdrawals of large sums of money while we screen for risk. **7.3 Withdrawing Money in Multiple Currencies.** If you have multiple currencies in your Balance, you will be able to choose from those when you withdraw funds, but the withdrawal will take place in your home currency. At present GlobePay allows withdrawals only in INR. If you are a resident of any other country, you can withdraw funds in your Indian bank account only.

8. Account Closing.

8.1 How to Close Your Account. You may close your Account at any time by logging in to your Account, clicking on the “Profile” tab, clicking on the “Close Account” link, and then following the instructions. Upon Account closure, we will cancel any pending transactions and you will forfeit any Balances associated with Redemption Codes, unless otherwise legally prohibited. You must withdraw your Balance prior to closing your Account.

8.2 Limitations on Closing Your Account. You may not close your Account to evade an investigation. If you attempt to close your Account while we are conducting an investigation, we may hold your funds for up to 180 Days to protect GlobePay or a third party against the risk of Reversals, Chargebacks, Claims, fees, fines, penalties and other liability. You will remain liable for all obligations related to your Account even after the Account is closed.

8.3 Escheatment of Dormant Accounts. If you do not log in to your Account for two or more years, GlobePay may close your Account and send the Balance to your primary address. If GlobePay does not close your Account and the Account remains dormant, or if GlobePay does close your Account but your primary address is incorrect, GlobePay may be required to escheat your Balance to your state of residency. GlobePay will determine your residency based on the state listed in your primary address. If your address is unknown or registered as a foreign country, your funds will be escheated to your state's Unclaimed Property Administrator. Where applicable, GlobePay will send you a notice prior to escheating or closing your Account. If you fail to respond to this notice, your Balance will be escheated to the state. If you would like to claim your funds from the state, please contact your state's Unclaimed Property Administrator.

9. Fees overview.

GlobePay don't charge any fee at the time of sending payments, receiving payments, adding funds from bank account to GlobePay account and at time of making mass payment, making Future payments or making payments using GlobePay mobile service. We just charge 1% fee on withdrawals only. Otherwise there are not anytype of charges for using GlobePay services.

At the time of making Future payments you must have 2% of the total sending amount in your GlobePay account. If you stop the payment or payment bounce then the same amount (2% of total sending amount) will be charged as fine. For Personal and Business Payments, the following applies:

- There is not any fee for sending and receiving funds from /to your account.
- There is not any fee for adding funds from your local bank account to GlobePay account using electronic transfer(net banking).
- We can charge 1% fee at the time of withdraw of funds into your local bank account within India Outside India the charges may be high.
- It is free to send a Personal and Business Payment to someone in India in INR if you want to send or receive payments in curriences Other than INR. Then there will be charges for currency conversion.
- Additional fees apply if you are sending or receiving money to or from a country outside the India, or transacting in a foreign currency. Personal payments are always available when you go to our website, log in to your Account, click the “Send Money” tab, and select “Personal” when you send the money.

10. Restricted Activities.

10.1 Restricted Activities. In connection with your use of our website, your Account, or the GlobePay Services, or in the course of your interactions with GlobePay, other Users, or third parties, you will not:

1. Breach this Agreement, the Commercial Entity Agreement, the [Acceptable Use Policy](#) or any other agreement or policy that you have agreed to with GlobePay;
2. Violate any law, statute, ordinance, or regulation (for example, those governing financial services, consumer protections, unfair competition, anti-discrimination or false advertising);
3. Infringe GlobePay's or any third party's copyright, patent, trademark, trade secret or other intellectual property rights, or rights of publicity or privacy;
4. Sell counterfeit goods;
5. Act in a manner that is defamatory, trade libelous, threatening or harassing;
6. Provide false, inaccurate or misleading information;
7. Send or receive what we reasonably believe to be potentially fraudulent funds;
8. Refuse to cooperate in an investigation or provide confirmation of your identity or any Information you provide to us;
9. Attempt to double dip during the course of a dispute by receiving or attempting to receive funds from both GlobePay and the Seller for the same transaction;
10. Use an anonymizing proxy;
11. Control an Account that is linked to another Account that has engaged in any of these Restricted Activities;
12. Conduct your business or use the GlobePay Services in a manner that results in or may result in complaints, Disputes, Claims, Reversals, Chargebacks, fees, fines, penalties and other liability to GlobePay, other Users, third parties or you;
13. Use your Account or the GlobePay Services in a manner that GlobePay, electronic funds transfer network reasonably believes to be an abuse of the network rules;
14. Allow your Account to have a negative Balance;
15. Access the GlobePay Services from a country that is not included on GlobePay's permitted countries list;
16. Disclose or distribute another User's Information to a third party, or use the Information for marketing purposes unless you receive the Users express consent to do so;
17. Send unsolicited email to a User or use the GlobePay Services to collect payments for sending, or assisting in sending, unsolicited email to third parties;
18. Take any action that imposes an unreasonable or disproportionately large load on our infrastructure;
19. 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;

20. Use any robot, spider, other automatic device, or manual process to monitor or copy our website without our prior written permission;

21. Use any device, software or routine to bypass our robot exclusion headers, or interfere or attempt to interfere with our website or the GlobePay Services;

22. Take any action that may cause us to lose any of the services from our internet service providers, payment processors, or other suppliers.

11. Your Liability - Actions We May Take.

11.1(a) Your Liability. You are responsible for all Reversals, Chargebacks, Claims, fees, fines, penalties and other liability incurred by GlobePay, a GlobePay User, or a third party caused by or

arising out of your breach of this Agreement, and/or your use of the GlobePay Services. You agree to reimburse GlobePay, a User, or a third party for any and all such liability.

(b) Liability for GlobePay Claims. If you are a Seller and GlobePay makes a final decision that you lose a Claim filed directly with GlobePay, you will be required to reimburse GlobePay for your liability. Your liability will include the full purchase price of the item and original shipping cost (and in some cases, you may not receive the item back). GlobePay Seller protection may cover your liability, see section 11 below.

11.2 Temporary Holds for Disputed Transactions. If a buyer files a Claim, Chargeback or Reversal on a payment you received, GlobePay may place a temporary hold on the funds in your Account to cover the amount of the liability. If you win the dispute or the transaction is eligible for GlobePay Seller protection, GlobePay will lift the temporary hold. If you lose the dispute, GlobePay will remove the funds from your Account.

11.3 Reimbursement for Your Liability. In the event that you are liable for any amounts owed to GlobePay, GlobePay may immediately remove such amounts from your Balance. If you do not have a Balance that is sufficient to cover your liability, your Account will have a negative Balance and you will be required to immediately add funds to your Balance to eliminate the negative Balance. If you do not do so, GlobePay may engage in collection efforts to recover such amounts from you.

11.4 Actions by GlobePay. If we have reason to believe that you have engaged in any Restricted Activities, we may take various actions to protect GlobePay, the Users, other third parties, or you from Reversals, Chargebacks, Claims, fees, fines, penalties and any other liability. The actions we may take include but are not limited to the following:

1. We may close, suspend, or limit your access to your Account or the GlobePay Services (such as limiting access to any of your Payment Methods, and/or your ability to send money, make withdrawals, or remove financial Information);
2. We may contact buyers who have purchased goods or services from you, contact your bank, and/or warn other Users, law enforcement, or impacted third parties of your actions;
3. We may update inaccurate Information you provided us;
4. We may refuse to provide the GlobePay Services to you in the future;
5. We may hold your funds for up to 180 days if reasonably needed to protect against the risk of liability; and
6. We may take legal action against you.

GlobePay, in its sole discretion, reserves the right to terminate this Agreement, access to its website, or access to the GlobePay Services for any reason and at any time upon notice to you and payment to you of any unrestricted funds held in custody for you.

11.5 Account Closure, Termination of Service, or Limited Account Access. If we close your Account or terminate your use of the GlobePay Services for any reason, we will provide you with notice of our actions. If we limit access to your Account, we will provide you with notice of our actions and the opportunity to request restoration of access if appropriate.

11.6 Reserves. If you receive Purchase Payments, GlobePay, in its sole discretion, may place a Reserve on funds held in your Business Account when GlobePay believes there may be a high level of risk associated with your Account. If GlobePay places a Reserve on funds in your Account, they will be shown as "pending" in your GlobePay Balance. If your Account is subject to a Reserve, GlobePay will provide you with notice specifying the terms of the Reserve. The terms may require that a certain percentage of the amounts received into your Account are held for a certain period of time, or that a certain amount of money is held in reserve, or anything else that GlobePay determines is necessary to protect against the risk associated with your Account. GlobePay may change the terms of the Reserve at any time by providing you with notice of the new terms. **11.7 Acceptable Use Policy Violation - User Fines.** If you violate the Acceptable Use Policy then we may hold your funds up to 180 Days, fine you up to 5,00,000.00 INR for each such violation and/or

take legal action against you to recover additional losses we incur. You acknowledge and agree that a fine up to 5,00,000.00 INR is presently a reasonable minimum estimate of GlobePay's damages, considering all currently existing circumstances, including the relationship of the sum to the range of harm to GlobePay that reasonably could be anticipated and the anticipation that proof of actual damages may be impractical or extremely difficult. GlobePay may deduct such fines directly from any existing Balance in the offending Account, or any other GlobePay Account you control.

12. Protection for Sellers.

12.1 GlobePay Seller Protection. GlobePay Seller protection is protection we provide Sellers from Claims, Chargebacks, or Reversals that are based on

- Unauthorized Transaction or
- Item Not Received

Seller protection is available for eligible payments from buyers in any country.

12.2 Scope of Protection. GlobePay will protect you for the full amount of the eligible payment and waive the Chargeback Fee, if applicable. There is no limit on the number of payments for which you can receive coverage.

12.3 Eligibility Requirements. To be eligible for Seller protection, you must meet all of the basic requirements listed below; plus, you must meet the Item Not Received requirements listed below to be covered for Item Not Received protection and you must meet the Unauthorized Transactions requirements listed below to be covered for Unauthorized Transaction protection. **Basic Requirements:**

- You must ship the item to the shipping address on the Transaction Details Page.
- You must respond to GlobePay's requests for documentation and other information in a timely manner.
- The item must be a physical, tangible good that can be shipped.
- Your primary residence, as listed in your GlobePay Account, must be in India.

Item Not Received Additional Requirements:

- The payment must be marked "eligible" or "partially eligible" for Seller protection on the Transaction Details Page.
- You must have a Proof of Delivery as described below.
- You must ship the item within 7 days of receipt of payment. Or, if the payment is for pre-ordered or made-to-order goods, shipment is required within the timeframe specified in your item listing.

Unauthorized Transactions Additional Requirements:

- The payment must be marked "eligible" for Seller protection on the Transaction Details Page.
- You must have a Proof of Shipment or a Proof of Delivery.

12.4 Proof of Shipment, Proof of Delivery, and Signature Confirmation Requirements. "Proof of Shipment" is online or physical documentation from a shipping company that includes all of the following:

- The date the item is shipped.
- The recipient's address, showing at least the city/state or zip code (or international equivalent).

"Proof of Delivery" is online documentation from a shipping company that includes all of the following:

- The date the item is delivered.
- The recipient's address, showing at least the city/state or zip code (or international equivalent).
- Signature Confirmation is required for payments of 12,500 INR or more.
- Signature Confirmation" is online documentation that can be viewed at the shipping company's website and indicates that the item was signed for on delivery.

12.5 Items/transactions not eligible for Seller protection. The following are examples of items/transactions not eligible for Seller protection.

- Claims or Chargebacks for Significantly Not as Described.
- Items that you deliver in person.
- Intangible items, licenses for digital content, and services.
- Items that are not shipped to the recipient address. If you originally ship the item to the recipient address but the item is later redirected to a different address, you will not be eligible for Seller protection. We therefore recommend not using a shipping service that is arranged by the buyer, so that you will be able to provide valid proof of shipping and delivery.

13. Unauthorized Transactions

13.1 100% Protection for Unauthorized Transactions. GlobePay will cover you for the full amount of every eligible unauthorized transaction. An unauthorized transaction is either:

- Money that was sent from your GlobePay Account that you did not authorize and that did not benefit you, for example, if someone steals your password, uses the password to access your Account, and sends a payment from your Account; or
- A processing error that either incorrectly takes money from your GlobePay account or incorrectly places money in your GlobePay account, for example, if you send a payment and it is debited twice from your Account.

You should regularly log into your GlobePay account and review your Account history to ensure that there has not been an unauthorized transaction. GlobePay will also send an email to the email address you have provided in order to notify you of each transaction from your Account.

13.2 Notification Requirements. To be eligible for 100% protection for unauthorized transactions, you must notify us within same day after the unauthorized transaction first appears in your Account history. Otherwise, you will be liable for related losses that occur on day second and beyond, if we can prove that we could have stopped the losses had you told us in time. For unauthorized transactions from your GlobePay Account, notify us as follows:

- Use this form to file an unauthorized transaction report in the GlobePay Resolution Center, or
- Write to GlobePay, Support@globepayinc.com
- Telephone GlobePay Customer Service .

When you notify us, provide us with the following information:

- Your name and email address registered to your Account, and
- A description of the suspected unauthorized transaction and an explanation as to why you believe it is incorrect or why you need more information to identify the transaction, and
- Amount of the suspected unauthorized transaction.

You should immediately notify GlobePay if you believe (a) there has been an unauthorized transaction or access to your Account, (b) your password or Masterkey; or (c) your GlobePay Mobile-activated phone has been lost, stolen, or deactivated. If you notify us by telephone, we may request that you send us your complaint or question in writing within 10 Business Days. Please complete the affidavit form and submit it online or send it to GlobePay support@globepayinc.com.

13.3 GlobePay Actions after Receipt of an Unauthorized Transaction Notification. Once you notify us of a suspected unauthorized transaction, or we otherwise learn of one, we will do the following:

- We will conduct an investigation to determine whether there has been an unauthorized transaction that is eligible for coverage under this section.
- We will complete our investigation within 10 Business Days of the date you notified us of the suspected unauthorized transaction (or within 20 Business Days for point of sale or foreign initiated transactions). If we need more time, we may take up to 45 Business Days to complete our investigation (or up to 90 Business Days for point of sale or foreign initiated transactions)
 - If we decide that we need more time to complete our investigation, we will provisionally credit your GlobePay Account for the amount of the suspected unauthorized transaction. You will receive the provisional credit within 10 Business Days of the date we received your notice (or within 20 Business Days for point of sale or foreign initiated transactions). This will allow you to have use of the money until we complete the investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 Business Days, we will not provisionally credit your Account.
 - We will inform you of our decision within 3 Business Days after completing our investigation.
 - If we determine that there was an eligible unauthorized transaction, we will promptly deposit the full amount of the unauthorized transaction into your Account. Or, if you have already received a provisional credit, you will be allowed to retain those amounts.
 - If we decide that there was not an eligible unauthorized transaction, we will include an explanation of our decision in our email to you. If you received a provisional credit, we will remove it from your GlobePay Account. You may request copies of the documents that we used in our investigation.

13.4 GlobePay Processing Errors. If we discover a processing error, we will rectify the error. If the error resulted in your receiving less money than you were entitled to, GlobePay will credit your Account for the difference. If the error results in you receiving more money than you were entitled to, GlobePay may debit the extra funds from your GlobePay Account. If the error resulted in our not completing a transaction on time or in the correct amount, we will be liable for your losses or damages directly caused by this failure, unless: (a) through no fault of ours, you did not have enough available funds to complete the transaction, (b) our system was not working properly and you knew about the breakdown when you started the transaction, or (c) circumstances beyond our control (such as fire or flood or loss of Internet connection) prevented the transaction, despite our reasonable precautions.

14. Protection for Buyers.

14.1 GlobePay's Protection Programs for Buyers. GlobePay has two programs to help protect you:

- GlobePay Buyer Protection
- GlobePay Buyer Complaint Policy

14.2 Types of problems covered. GlobePay's Protection Programs for Buyers help you if you encounter either of these problems:

- Item Not Received (INR)
- Significantly Not as Described (SNAD) (see definition below)

If your problem is a transaction that you did not authorize, please report the unauthorized transaction through the [GlobePay Security Center](#).

14.3 GlobePay Buyer Protection.

Eligibility Requirements.

To be eligible for GlobePay Buyer Protection you must meet all of the following requirements:

- Use GlobePay to purchase an eligible item.
- Pay for the full amount of the item with one payment. Items purchased with multiple payments – like a deposit followed by a final payment – are not eligible.
- Send the payment to the Seller through:
 - The GlobePay "Pay Now" button.
- Open a Dispute within 45 days of the date you sent the payment – then follow the online dispute resolution process described below under Dispute Resolution.
- Keep your GlobePay account in good standing.

14.4 Dispute Resolution If you are unable to resolve the problem directly with the Seller, go to the Resolution Center and follow this process:

Open a Dispute.

Open a Dispute **within 45 days** of the date you made the payment for the item you would like to dispute.

Escalate the Dispute to a Claim.

If you and the Seller are unable to come to an agreement, escalate the Dispute to a Claim **within 20 days** after opening the dispute. You must wait at least 7 days from the date of payment to escalate a Dispute for an Item Not Received (INR). If you do not escalate the Dispute to a Claim within 20 days, GlobePay will close the Dispute.

Respond to GlobePay's requests for information in a timely manner.

During the Claim process, GlobePay may require you to provide documentation to support your position. You may be asked to provide receipts, third party evaluations, police reports, or anything else that GlobePay specifies.

Comply with GlobePay's shipping requests in a timely manner.

For Significantly Not as Described (SNAD) Claims, GlobePay may require you to ship the item back to the Seller - or to GlobePay - or to a third party at your expense, and to provide proof of delivery. For transactions that total less than 10,000 INR, proof of delivery is confirmation that can be viewed online and includes: the delivery address, delivery date, and the URL to the shipping company's web site if you've selected "Other" in the shipping drop down menu. For transactions that total 10,000 INR or more, you must get signature confirmation of delivery.

Claim Resolution Process.

Once a Dispute has been escalated to a Claim, GlobePay will make a final decision in favor of the buyer or the Seller. You may be asked to provide receipts, third party evaluations, police reports, or anything else that GlobePay specifies. GlobePay retains full discretion to make a final decision in favor of the buyer or the Seller based on any criteria GlobePay deems appropriate. In the event that GlobePay makes a final decision in favor of the buyer or Seller, each party must comply with GlobePay's decision. GlobePay will generally require the buyer to ship an item that the buyer claims is Significantly Not as Described back to the Seller (at the buyer's expense), and GlobePay will generally require a Seller to accept the item back and refund the buyer the full purchase price plus original shipping costs. In the event a Seller loses a Claim, the Seller will not receive a refund on his or her GlobePay fees associated with the transaction. If you lose a Significantly Not as Described Claim because the item you sold is counterfeit, you will be required to provide a full refund to the buyer and you will not receive the item back (it will be destroyed).

14.5 GlobePay Buyer Complaint Policy.

GlobePay Buyer Complaint Policy.

The Buyer Complaint Policy is GlobePay's process to help you resolve a problem directly with the Seller through the GlobePay Resolution Center for purchases that are not eligible for GlobePay Buyer Protection. The GlobePay Buyer Complaint Policy is similar to GlobePay Buyer Protection in that it enables buyers to file Disputes for Items Not Received (INR), or for items that are Significantly Not as Described (SNAD). By filing a Dispute, you can communicate with the Seller and attempt to resolve the problem. If you are unable to resolve the problem, you may escalate an Item Not Received (INR) Dispute to a Claim – but you may not escalate a Significantly Not as Described Dispute to a Claim. You may not file a dispute for a Personal Payment. **Even though you may escalate an Item Not Received Dispute to a Claim, you are not guaranteed recovery. If the Claim is decided in your favor, your recovery is limited to the amounts that GlobePay can recover from the Seller's Account.**

Buyer Complaint Process.

Similar to GlobePay Buyer Protection, you must file a Dispute in the GlobePay Resolution Center within 45 days of the date you sent the payment. Once you have done so, you should attempt to resolve the Dispute directly with the Seller. If you are unable to resolve the Dispute directly with the Seller then you may escalate the Dispute to a Claim within 20 days of the date you filed the Dispute. GlobePay will make a final decision for some - but not all - Claims. You should not escalate a Dispute for Significantly Not as Described (SNAD) to a Claim because GlobePay will not make a decision on a SNAD Claim under the GlobePay Buyer Complaint Policy. If GlobePay makes a final decision in your favor, we will collect any available funds in the Seller's GlobePay balance at that time. However, recovery is not guaranteed and is limited only to the amounts that GlobePay can recover from the Seller's Account. Any amounts collected from the Seller will be placed in your Account.

14.6 Extended Buyer Protection Extended Buyer Protection is additional coverage for eligible Buyer Complaint Policy Claims that is

available to you when you make a payment through GlobePay account balance. If you win an Item Not Received (INR) Claim under the GlobePay Buyer Complaint Policy, GlobePay will reimburse you for the full purchase price of the item, plus original shipping costs.

14.7 SNAD Definition An item is Significantly Not as Described if it is materially different than what the Seller described in the item listing. Here are some examples:

- You received a completely different item. Example: You purchased a book and received a DVD or an empty box.
- The condition of the item was misrepresented. Example: The listing said "new" and the item was used.
- The item was advertised as authentic but is not authentic.
- The item is missing major parts or features which were not disclosed in the listing.
- You purchased three items from a Seller but only received two.
- The item was damaged during shipment.

An item is **not** Significantly Not as Described if it is materially similar to the Seller's item listing description. Here are some examples:

- The defect in the item was correctly described by the Seller.
- The item was properly described but you didn't want it after you received it.
- The item was properly described but did not meet your expectations.
- The item has minor scratches and was listed as used condition.

14.8 Items Not Covered. Items that do not have the GlobePay Buyer Protection are not covered by GlobePay's Protection for buyers. In addition, the following items are prohibited under the GlobePay Acceptable Use Policy and are not covered : firearms and firearm parts, illegal and prescription drugs and drug paraphernalia, tobacco, offensive items, child pornography, and any illegal items.

14.9 No Double Recovery. You may not file a Dispute/Claim, or receive a recovery, for a purchase under GlobePay's protection for buyers if you have already received a recovery for that purchase directly from the Seller.

15. Disputes with GlobePay.

15.1 Contact GlobePay First. If a dispute arises between you and GlobePay, our goal is to learn about and address your concerns and, if we are unable to do so to your satisfaction, to provide you with a neutral and cost effective means of resolving the dispute quickly. Disputes between you and GlobePay regarding the GlobePay Services may be reported to Customer Service online through the [GlobePay Help Center](#) at any time, or by calling from 6 AM to midnight, Central Time.

15.2 Arbitration. For any claim (excluding claims for injunctive or other equitable relief) where the total amount of the award sought is less than 50,000 INR, the party requesting relief may elect to resolve the dispute in a cost effective manner through binding non-appearance-based arbitration. If a party elects arbitration, that party will initiate such arbitration through an established alternative dispute resolution (ADR) provider mutually agreed upon by the parties. The ADR provider and the parties must comply with the following rules: a) the arbitration shall be conducted by telephone, online and/or be solely based on written submissions, the specific manner shall be chosen by the party initiating the arbitration; b) the arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties; and c) any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

15.3 Law and Forum for Disputes. Except as otherwise agreed by the parties or as described in section 14.2 above, you agree that any claim or dispute you may have against GlobePay must be resolved by a court located in India. You agree to submit to the personal jurisdiction of the courts located within India for the purpose of litigating all such claims or disputes. This Agreement shall be governed in all respects by the laws of India, without regard to conflict of law provisions.

15.4 Improperly Filed Litigation. All claims you bring against GlobePay must be resolved in accordance with section 14 of this Agreement. All claims filed or brought contrary to section 14 shall be considered improperly filed a breach of this Agreement. Should you file a claim contrary to section 14, GlobePay may recover attorneys fees and costs (including in-house attorneys and paralegals) up to 50,000 INR, provided that GlobePay has notified you in writing of the improperly filed claim, and you have failed to promptly withdraw the claim.

15.5 No Waiver. Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches.

15.6 Limitations of Liability. IN NO EVENT SHALL WE, OUR PARENT, EMPLOYEES OR OUR SUPPLIERS BE LIABLE FOR LOST PROFITS OR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH OUR WEB SITE, THE GLOBEPAY SERVICES, OR THIS AGREEMENT (HOWEVER ARISING, INCLUDING NEGLIGENCE). Some states do not allow the exclusion or limitation of incidental or consequential damages so the above limitation or exclusion may not apply to you. OUR LIABILITY, AND THE LIABILITY OF OUR PARENT, EMPLOYEES AND SUPPLIERS, TO YOU OR ANY THIRD PARTIES IN ANY CIRCUMSTANCE IS LIMITED TO THE ACTUAL AMOUNT OF DIRECT DAMAGES.

15.7 No Warranty. GLOBEPAY, OUR PARENT, EMPLOYEES AND OUR SUPPLIERS PROVIDE THE GLOBEPAY SERVICES AS IS AND WITHOUT ANY WARRANTY OR CONDITION, EXPRESS, IMPLIED OR STATUTORY. GLOBEPAY, OUR PARENT, EMPLOYEES AND OUR SUPPLIERS SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. GlobePay does not have any control over the products or services that are paid for with the GlobePay Services and GlobePay cannot ensure that a buyer or a Seller you are dealing with will actually complete the transaction or is authorized to do so. GlobePay does not guarantee continuous, uninterrupted or secure access to any part of the GlobePay Services, and operation of our site may be interfered with by numerous factors outside of our control. GlobePay will make reasonable efforts to ensure that requests for electronic debits and credits involving bank accounts, is processed in a timely manner but GlobePay makes no representations or warranties regarding the amount of time needed to complete processing because the GlobePay Services are dependent upon many factors outside of our control, such as delays in the banking system or india or international mail service. Some states do not allow the disclaimer of implied warranties, so the foregoing disclaimers may not apply to you. This paragraph gives you specific legal rights and you may also have other legal rights that vary from state to state.

15.8 GlobePay Shopping. GlobePay Shopping is part of the GlobePay website that features Merchants' offers and enables product search. GlobePay does not warrant that product descriptions, pricing, search results, User ratings and reviews or any other content on GlobePay Shopping is accurate, complete, reliable or current. GlobePay Shopping is provided for informational purposes only and does not constitute an endorsement by GlobePay of any product, service or Merchant.

15.9 License Grant. If you are using GlobePay software such as an API, developer's toolkit or other software application that you have downloaded to your computer, device, or other platform then GlobePay grants you a revocable, non-exclusive, non-transferable license to use GlobePay's software in accordance with the documentation. This license grant includes the software and all updates, upgrades, new versions and replacement software, as described herein for your personal use only. You may not rent, lease or otherwise transfer your rights in the software to a third party. You must comply with the implementation and use requirements contained in all GlobePay documentation accompanying the GlobePay Services. If you do not comply with GlobePay's implementation and use requirements you will be liable for all resulting damages suffered by you, GlobePay and third parties. You agree not to alter, reproduce, adapt, distribute, display, publish, reverse engineer, translate, disassemble, decompile or otherwise attempt to create any source code which is derived from the

software. You acknowledge that all rights, title and interest to GlobePay's software are owned by GlobePay. If you are using the GlobePay Services on the GlobePay website, or other website or platform hosted by GlobePay, or a third party, and are not downloading GlobePay's software, then this section does not apply to your use of the hosted GlobePay Services.

15.10 Indemnification. You agree to defend, indemnify and hold GlobePay, its parent, officers, directors and employees harmless from any claim or demand (including attorneys fees) made or incurred by any third party due to or arising out of your breach of this Agreement and/or your use of the GlobePay Services.

15.11 Assumption of Rights. If GlobePay pays out a Claim, Reversal or Chargeback that you file against a recipient of your payment, you agree that GlobePay assumes your rights against the recipient and third parties related to the payment, and may pursue those rights directly or on your behalf, in GlobePay's discretion.

14.12 Release of GlobePay. If you have a dispute with one or more Users, you release GlobePay (and our officers, directors, agents, joint ventures and employees) from any and all Claims, demands and damages (actual and consequential) of every kind and nature arising out of or in any way connected with such disputes.

15.13 State Agencies. In addition to reporting complaints against GlobePay directly to GlobePay as described above, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services in india.

15.14 Complete Agreement. This Agreement, along with any applicable policies and agreements on the Legal Agreements page on the GlobePay website, sets forth the entire understanding between you and GlobePay with respect to the GlobePay Services. Sections 1, 7, 8, 10, 14 and 15, as well as any other terms which by their nature should survive, will survive the termination of this Agreement. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced.

15.15 Translated Agreement. GlobePay may provide you with the ability to translate this Agreement to a language other than English. Any translation of this Agreement is provided solely for your convenience and is not intended to modify the terms of this Agreement. In the event of a conflict between the English version of this Agreement and a version in a language other than English, the English version shall apply.

16. General. Except as set forth herein, this Agreement is governed by and interpreted under the laws of India as such laws are applied to agreements entered into and to be performed entirely within India. For example, Australian residents who register for the GlobePay service with an Australian address, this Agreement is governed by and interpreted under the laws of Australia as such laws are applied to agreements entered into and to be performed entirely within Australia. We do not guarantee continuous, uninterrupted or secure access to our service, and operation of our site may be interfered with by numerous factors outside of our control. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. You agree that this Agreement and all incorporated agreements may be automatically assigned by GlobePay, in our sole discretion, to a third party in the event of a merger or acquisition. Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section. Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches. This Agreement and the documents it incorporates set forth the entire understanding between us with respect to the subject matter.

17. Prohibited Countries (WE DO NOT PROVIDE ANY SERVICES ON BELOW COUNTRIES).

IF YOUR TRANSACTION CONNECT TO ANY OF THE COUNTRIES BELOW DIRECTLY OR INDIRECTLY YOUR ACCOUNT WILL BE SUSPENDED

Belarus

Burma (Myanmar)

Ivory Coast

Democratic Republic of the Congo

Iran

Iraq

Liberia (Former Regime of Charles Taylor)

Persons Undermining the Sovereignty of Lebanon or Its Democratic Processes and Institutions

North Korea

Sierra Leone

Sudan

Syria