

User Agreement for NewPay Services

This Agreement is a contract between you and LAO NEWPAY TECHNOLOGY JOINT VENTURE CO., LTD (and governs your use of all NewPay Services). Using the NewPay Services means that you must accept all of the terms and conditions contained in this Agreement and the agreements on the Legal Agreements page including the Privacy Statement and the Acceptable Use Policy. You should read all of these terms carefully.

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We may amend this Agreement at any time by posting a revised version on our

website. The revised version will be effective at the time we post it. If the revised version includes a Substantial Change, we will provide you with 30 Days' prior notice of any Substantial Change by posting a notice on the "Policy Updates" page of our website. All future changes set out in the Policy Update already published on the "Legal Agreements" page of the NewPay website at the time you register for the NewPay Services are incorporated by reference into this Agreement and will take effect as specified in that Policy Update.

Consumer advisory - The NewPay payment service is regarded as a stored value facility under Laos law. NewPay Pte. Ltd., the holder of the NewPay stored value facility, does not require the approval of the Monetary Authority of Laos. Consumers (Users) are advised to read these terms and conditions carefully.

This is an important document which you must consider carefully when choosing whether to use the NewPay Services. Please note the following risks of using the NewPay Services:

Payments received in your Account may be reversed at a later time, for example, if a payment is subject to a Chargeback, Reversal, Claim or is otherwise invalidated. This means that a payment may be reversed from your Account after you have provided the sender the goods or services that were purchased.

If you are a Seller, you can lower the risk of a payment being reversed from your Account by following the criteria set out in the Seller

Protection section and by following the other guidance provided in the "Security Center page" accessible via every page of the NewPay website.

We may close, suspend, or limit your access to your Account or the NewPay Services, and/or limit access to your funds if you violate this Agreement, the NewPay Acceptable Use Policy, or any other agreement you enter into with NewPay.

You are solely responsible for understanding and complying with any and all laws, rules and regulations of your specific jurisdiction that may be applicable to you in connection with your use of the NewPay Services, including but not limited to, those related to export or import activity, taxes or foreign currency transactions.

This Agreement is not a solicitation of the NewPay Services and NewPay is not targeting any country/region or market through this Agreement.

1. Payment Services and Eligibility

1.1 Payment Services

NewPay is a payment services provider and acts as such by creating, hosting, maintaining and providing our NewPay Services to you via the Internet. Our services allow you to send payments to anyone with a NewPay Account, and, where available, to receive payments. Our service availability varies by country/region. We offer services in compliance with local laws and

regulations.

NewPay is not a remittance business or a money transfer service and the Personal Payments feature may not be used to remit funds to third parties.

We do not have any control over, and are not responsible or liable for, the products or services that are paid for with our NewPay Service. We cannot ensure that a buyer or a Seller you are dealing with will actually complete the transaction.

NewPay is not a common carrier or public utility.

1.2 Eligibility

To be eligible to use the NewPay Services, you must be at least 18 years old or higher based on the age of majority in your jurisdiction, and a resident of one of the countries listed on the **NewPay Worldwide** page.

You must list your correct country/region of residence in your Account. This Agreement applies only to Users who are residents of one of the countries listed in Section 1.1 above. If you are a resident of another country/region, you may access the agreement that applies to you from our website in your country/region.

1.3 Information

In order to open and maintain an Account, you must provide us with correct and updated Information.

a. Your contact information

It is your responsibility to keep your primary email address up to date so that NewPay can communicate with you electronically. You understand and agree that if NewPay sends you an electronic Communication but you do not receive it because your primary email address on file is incorrect, out of date, blocked by your service provider, or you are otherwise unable to receive electronic Communications, NewPay will be deemed to have provided the Communication to you effectively. Please note that if you use a spam filter that blocks or re-routes emails from senders not listed in your email address book, you must add NewPay to your email address book so that you will be able to view the Communications we send to you. You can update your primary email address or street address at any time by logging into the NewPay website. If your email address becomes invalid such that electronic Communications sent to you by NewPay are returned, NewPay may deem your Account to be inactive, and you will not be able to transact any activity using your NewPay Account until we receive a valid, working primary email address from you.

b. Identity Verification

You authorize NewPay, directly or through third parties, to make any inquiries we consider necessary to validate your identity. This may include asking you for further information or documentation, requiring you to provide a taxpayer or national identification number, requiring you to take steps to confirm ownership of your email address or financial instruments, ordering a credit report or verifying your

Information against third party databases or through other sources.

c. Credit Report Authorization

If you open a Business Account, you are providing NewPay with your written instructions and authorization in accordance with any applicable law to obtain your personal and/or business credit report from a credit bureau. You are also authorizing NewPay to obtain your personal and/or business credit report: (a) when you request certain new products, or (b) at any time NewPay reasonably believes there may be an increased level of risk associated with your Business Account.

d. Updates to Information

If your credit card number or expiration date changes, we may update it without any action on your part and we may acquire such updated information from a third party including our financial services partner, the card networks, and your bank or card issuer. If you do not want us to update your card information, you may contact your issuer to request this or remove your Payment Method from your NewPay Account. If we update your Payment Method, we will keep any preference setting attached to such Payment Method.

1.4 Beneficial Owner

You must be the beneficial owner of the Account, and conduct business only on behalf of yourself.

1.5 Presentation of NewPay

You agree to provide equal treatment to NewPay and/or other payment

methods or marks you offer at your points of sale (e.g. websites or mobile applications). This includes at least equal or substantially similar: logo placement, position within any point of sale, and treatment in terms of payment flow, terms, conditions, restrictions, or fees, in each case as compared to other marks and payment methods at your points of sale.

In representations to your customers or in public communications, you agree not to mischaracterize NewPay as a payment method or exhibit a preference for other payment methods over NewPay. Within all of your points of sale, you agree not to try to dissuade or inhibit your customers from using NewPay or encourage the customer to use an alternate payment method. If you enable your customers to pay you with NewPay, whenever you display or exhibit the payment methods that you accept (either within any point of sale or in your marketing materials, advertising and other customer communications) you agree to display the NewPay payment marks at least as prominently, and in at least as positive a manner, as you do for all other payment methods.

2. Sending Payments

2.1 Sending Limits

We may, at our discretion, impose limits on the amount of payments you can send through the NewPay Services. You can view your sending limit, if any, by logging into your Account. If you have a Verified Account, we may increase your sending limits.

2.2 Default Payment Methods

When you make a payment, if you have not selected a Preferred Payment Method, NewPay will fund your transaction in this order (subject to availability based on your Payment Methods and country/region of registration):

- a. Balance
- b. Instant Transfer from your bank account
- c. Debit card
- d. Credit card
- e. eCheck

In certain countries, You may be able nominate a Preferred Payment Method in your Account Profile or select a Preferred Payment Method each time you make a payment, except for a Preapproved Payment.

For a Preapproved Payment in these countries, you can select a Preferred Payment Method when you provide your initial authorization for this payment and through the My Preapproved Payments section of your Account Profile.

NewPay may limit the Payment Methods available for a transaction. Some Payment Methods may not be available in certain circumstances, including:

- American Express may not be available as a Payment Method for certain merchants, such as branded airlines and certain travel merchants;
- Some credit cards may not be available as a Payment Method for

certain merchants, such as those in the gambling industry;

- Credit cards cannot be used to send Personal Payments or to top up your NewPay balance.

If the Preferred Payment Method fails (for example, a credit card or debit card expires) and your NewPay account cannot complete a transaction, it may be used again to try to complete the transaction. If the Preferred Payment Method in your NewPay account cannot complete a transaction after repeated attempts, each of the other payment methods available in your NewPay account may be used to try to complete the transaction.

2.3 Cards as Payment Methods

By adding a debit card or credit card as a Payment Method, you are providing NewPay with continuous authority to automatically charge that card to obtain the relevant funds when the card is used as a Payment Method pursuant to this Agreement. You can stop the continuous authority in respect of any card by removing that card as a Payment Method in your Account Profile.

2.4 Preferred Payment Method

You may select a Preferred Payment Method each time you make a payment, except for a Preapproved Payment or a No Log-In Payment.

For a Preapproved Payment and, in most instances, a No Log-In Payment, you can select a Preferred Payment Method when you provide your initial authorization for this payment and through the My Preapproved Payments section of your Account Profile.

If eCheck is your Preferred Payment Method, it will be used to fund your NewPay payment, even if you have a balance.

2.5 Refused and Refunded Payments

When you send a payment, the recipient is not required to accept it. Any unclaimed, refunded or denied payment will be returned to your balance or to your original Payment Method. We will return any unclaimed payment to you within 30 Days of the date you initiated the payment.

When you send a payment online using NewPay and the transaction is ultimately refunded, the money will be refunded to the original payment method you used for the transaction if you used a debit card, credit card or NewPay balance. If you used a bank account as the payment method for the transaction, we will refund the money to your bank account, or to your NewPay balance if we cannot refund it to your bank account.

When you buy something from a seller using NewPay that required a currency conversion and a refund is issued by the Seller using NewPay:

- Within 1 day of the date of the original payment, the transaction exchange rate used at the time of the original payment will apply.
- Beyond 1 day of the date of the original payment, the transaction exchange rate (including the applicable currency conversion fee as set out in section 4 of Exhibit A) on the date of the refund will apply. The transaction exchange rate may be applied immediately and without notice to you. This means that you may not receive the full amount of

your original payment due to the fees above and fluctuations in currency conversion rates.

2.6 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 will be determined at the time the Merchant processes your payment and completes the transaction.

2.7 Preapproved Payments

A Preapproved Payment is a payment in which you Authorize a Merchant to directly charge your Account on a one-time, regular, or sporadic basis. Preapproved Payments are sometimes called "subscriptions", "recurring payments", "preauthorized transfers" or "automatic payments". Within two Business Days of any Preapproved Payment made from your Account, you will receive a confirmation of this transaction by email.

Notice for Certain Preapproved Payments:

If a Preapproved Payment will vary in amount and is made using an Instant Transfer, eCheck, debit card Payment Method or your NewPay balance, you have the right to advance notice of the amount and date of the transfer from the Merchant at least 10 Days before the transfer is made. If the Merchant

provides the option, you may choose to receive this advance notice only when the amount of your Preapproved Payment will fall outside a range established between you and the Merchant. This notice is designed to protect you from having insufficient funds in your bank account to cover the Preapproved Payment.

2.8 Stopping a Preapproved Payment

You may stop a Preapproved Payment at any time up to 3 Business Days prior to the date the next payment is scheduled to be made by notifying NewPay. To stop a Preapproved Payment, access the "My Preapproved Payments" section of your Account Profile and follow the links to stop the payment. You may also stop a Preapproved Payment by calling NewPay at 1-402-935-2050 (in the U.S.). Once you contact NewPay to stop a Preapproved Payment, all future payments under your agreement with the Merchant will be stopped. If you stop a Preapproved Payment you may still be liable to the Merchant for the payment or for other penalties under the terms of your agreement with the Merchant and you may be required to pay the Merchant through alternative means. We will be liable for your losses or damages directly caused by our failure to stop any Preapproved Payment if you have followed the instructions in this section to notify us.

3. Eligibility for Use

3.1 Ability to Receive Payments

The ability to receive payments varies by country/region. NewPay may allow anybody (with or without a NewPay Account) to initiate a payment to your

Business Account. By integrating into your online checkout/platform any functionality intended to enable a payer without an Account to send a payment to your Business Account, you agree to all further terms of use of that functionality which NewPay will make available to you on any page on the NewPay website or online platform.

3.2 Automatic Transfer Countries

If you are a resident of an Automatic Transfer Country, then you have the ability to receive payments but you must withdraw the full amount of your payment through an available withdrawal method. If you do not do so, the amounts will be automatically withdrawn from your Account to your withdrawal method on a regular basis. For additional terms regarding Automatic Transfer.

3.3 Liability for Invalidated Payments

When you receive a payment, you are liable to NewPay for the full amount of the payment sent to you 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 sent by the sender, plus the applicable Fees listed in Exhibit A (Fees) of this Agreement if you lose a Claim or a Chargeback, or if there is a Reversal of the payment.

You agree to allow NewPay to recover any amounts due to NewPay by debiting your balance. If there are insufficient funds in your balance to cover your liability, you must reimburse NewPay through other means. If a sender of a payment files a Chargeback, the card issuer, not NewPay, will determine who wins the Chargeback.

3.4 No Surcharges

You agree that you will not impose a surcharge or any other fee for accepting NewPay as a payment method without our prior written consent. You may charge a handling fee in connection with the sale of goods or services, as long as the handling fee is not higher than the handling fee you charge for non-NewPay transactions.

3.5 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.

3.6 Preapproved Payments and/or No Log-In Payments

If you receive Preapproved Payments and/or No Log-In Payments you must receive your buyer's Authorization to the payment amount, frequency and duration prior to submitting the payment.

3.7 Micropayments for Digital Goods

To qualify to receive Micropayments for Digital Goods, you must submit an application, be approved by us, and have an Account in good standing. By applying for Micropayments for Digital Goods, you agree that for Digital Goods transactions you receive up to the amounts in the table below, then if a buyer opens a Dispute, NewPay may reverse the transaction, and remove the funds from your Account without requiring the buyer to escalate the Dispute to a Claim.

4. Account Balances

4.1 Balances

If you hold a balance, NewPay will hold your funds in pooled accounts separate from its corporate funds, and it will not use your funds for its operating expenses or for any other corporate purposes. NewPay will not voluntarily make your funds available to its creditors in the event of bankruptcy. You will not receive interest or other earnings on the amounts in your balance. NewPay may receive interest on amounts that NewPay holds on your behalf. You agree to assign your rights to NewPay for any interest derived from your funds.

4.2 Setoff of Past Due Amounts

If you have a past due amount owed to NewPay, an Affiliate, or eBay NewPay may debit your Account to pay any amounts that are more than 180 Days past due.

4.3 Negative Balances and Multiple Currencies

If your Account has a negative balance, NewPay may set-off the negative balance with any funds that you subsequently add or receive into your Account. If you have multiple currency balances in your Account and one of the currency balances becomes negative for any reason, NewPay may set-off the negative balance by using funds you maintain in a different currency balance. If you open more than one Account, NewPay may set off the negative balance in one Account by using any balance that you maintain in your other Account(s). In the event that a negative balance is offset by NewPay pursuant to this paragraph, it may be bundled with another debit coming out of your Account.

5. Withdrawing Money

5.1 How to Withdraw Money

Depending on the country/region in which your Account is registered, you may withdraw funds from your Account in any of these methods:

(a) By electronically transferring them to your U.S. bank account or to your local bank account;

(b) By electronically transferring them to your card where available;

(c) Through a NewPay initiated Automatic Transfer to your linked financial instrument;

(d) By requesting a physical check through the mail. In certain countries, your ability to withdraw to a local bank account may require the use of NewPay Retiros. Different currency rules may apply to NewPay Retiros. Please see terms and conditions for additional information regarding the service. Depending on the country/region in which your Account is registered, the currencies in which you may withdraw your funds to your local bank account may be limited. With the exception of Users with Accounts registered in the People's Republic of China or unless otherwise specified, when withdrawing your funds to your local bank account, funds may only be withdrawn in your local currency. If you are holding a balance in U.S. Dollar, you may be able to withdraw the funds to your linked U.S. bank account or card where available. If

you are holding a balance in a foreign currency, you may only withdraw that balance (or part thereof) after it has been converted to:

(1) The local currency if you are withdrawing your funds to your local bank account or card where available;

(2) U.S. Dollar if you are withdrawing your funds to your linked U.S. bank account or card where available. Depending on the country/region in which your Account is registered, you may be able to withdraw your funds through a third party service provider. Please see terms of such third party for information regarding currency conversions.

Generally, we will send checks only to confirmed addresses, unless you have a Verified Account. We will not send checks to post office boxes. If you would like us to send a check to an address that does not meet these criteria, you must contact Customer Service and provide the documentation that we request to verify your association with the address. If you fail to cash a check within 180 Days of the date of issuance, we will return the funds to your balance (minus a Fee).

5.2 Withdrawal Limits

Depending on the degree to which you have Verified your Account, we may limit your ability to withdraw funds until you comply with our requests for information. You can view your withdrawal limit, if any, by logging into your Account. In addition, we may delay withdrawals of large sums of money while we perform a risk review. Please see terms and conditions of the NewPay

Retiros service for information regarding the limits applicable to such service.

5.3 Withdrawal Fees

When withdrawing your balance, you will be charged the Withdrawing your Balance Fee as set out in Exhibit A (Fees) depending on the method of withdrawal. In addition, if you withdraw your balance in a currency other than the currency in which the balance on your Account is denominated, you will additionally be charged Currency Conversion Fees as set out in Exhibit A (Fees).

6. Closing Your Account

6.1 How to Close Your Account

You may close your Account at any time by following the instructions in your Account Profile. 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.

6.2 Limitations on Closing Your Account

You may not evade an investigation by closing your Account. If you close your Account while we are conducting an investigation, we may hold your funds to protect NewPay, Affiliates 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.

7. NewPay Buyer Protection

7.1 Types of Problems Covered

NewPay Buyer Protection helps you if you encounter either of these problems:

- **"Item Not Received"** (INR): You did not receive the item you paid for with NewPay; or
- **"Significantly Not as Described"** (SNAD) You received an item you paid for with NewPay but it is Significantly Not as Described (SNAD).

If your problem is a transaction that you did not authorize, please see section 8 below.

An item is "Significantly Not as Described" (SNAD) if it is materially different from what the Seller described on its website or in the item listing. Here are some examples:

- You received a completely different item. For example, you purchased a book and received a DVD or an empty box.
- The condition of the item was misrepresented. For example, the description when you bought the item 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 its description when you bought the item.

- You purchased three items from a Seller but only received two.
- The item was materially damaged during shipment.

An item is **not** Significantly Not as Described (SNAD) 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.
- The item was listed as used condition and you picked it up in person after examining the item.

7.2 Eligibility Requirements

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

- Your payment must be for an eligible item and made from your NewPay Account (see Section 7.3 for further details on item eligibility)
- Open a Dispute within 180 Days of the date you sent the payment – then follow the online dispute resolution process described below under "Dispute Resolution"
- You must respond to NewPay's request for documentation and other information in a timely manner
- Have an Account in good standing

- You have not received a recovery related to such purchase from another source

7.3 Ineligible Items

Payments for the following are **not** eligible for reimbursement under NewPay Buyer Protection:

- Real estate
- Businesses (when you buy all or part of a business)
- Vehicles, including motorcycles, caravans, aircrafts and boats
- Significantly Not As Described Claims for custom made items
- Payments on crowdfunding platforms
- Items that violate [NewPay's Acceptable Use Policy](#)
- For Item Not Received (INR) items which you collect in person, or arrange to be collected on your behalf, including at a retail point of sale
- Industrial machinery used in manufacturing
- Stored value items such as gift cards and pre-paid cards
- Gold Bullion
- Gambling, gaming and other activity with an entry fee and a prize
- Anything purchased from or an amount paid to a government agency
- Personal Payments
- Mass Payments / Payouts
- Donations
- Financial products or investments

- Send money transactions where the sender pays the NewPay transaction fee

Even if your payment is not eligible for NewPay Buyer Protection, you can file a Dispute and resolve the issue directly with the Seller, however, NewPay will not find in your favor if you escalate a Dispute to a Claim when an item is not eligible for NewPay Buyer Protection.

7.4 Coverage Amount

If you are eligible for NewPay Buyer Protection and NewPay finds in your favor on your Claim, NewPay will reimburse you for the full purchase price of the item and original shipping costs.

NewPay will not reimburse you for the return shipping costs that you incur to return a Significantly Not as Described (SNAD) item to the Seller or other party specified by NewPay. If the Seller presents evidence that they delivered the goods to your address, NewPay may find in favor of the Seller for an Item Not Received (INR) Claim even if you did not receive the goods.

7.5 Dispute Resolution

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

- **Open a Dispute:** Open a Dispute **within 180 Days** of the date you made the payment to negotiate with the Seller for resolution of the Dispute.
- **Escalate the Dispute to a Claim:** If you and the Seller are unable to

come to an agreement, you can 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) Claim. If you do not escalate the Dispute to a Claim within 20 Days, NewPay will permanently close the Dispute.

- **Respond to NewPay's requests for information in a timely manner.** During the Claim process, NewPay may require you to provide documentation or other information. You may be asked to provide receipts, third party evaluations, police reports, or anything else that NewPay specifies.
- **Comply with NewPay's shipping requests in a timely manner.** For Significantly Not as Described (SNAD) Claims, NewPay will generally require you, at your expense, to ship the item back to the Seller, or to NewPay, or to a third party and to provide proof of delivery.
- **Claim Resolution Process.** Once a Dispute has been escalated to a Claim, NewPay 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 NewPay specifies. NewPay retains full discretion to make a final decision in favor of the buyer or the Seller. In the event that NewPay makes a final decision in favor of the buyer or Seller, each party must comply with NewPay's decision. NewPay will generally require the buyer to ship an item that the buyer claims is SNAD back to the Seller (at the buyer's expense), and NewPay 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 NewPay fees associated with the transaction. If you are a Seller and you lose a SNAD 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.

7.6 Digital Goods Micropayment Disputes and Claims

If you file a Dispute for a Digital Goods purchase of up to the amounts in the table below, NewPay may, at its sole discretion, refund the transaction without requiring you to escalate the Dispute to a Claim. NewPay may limit the number of Digital Goods refunds that you may receive. If these are limited or if your purchase is not eligible for coverage, you will still be able to follow NewPay's standard dispute resolution processes described in this Section 7 to attempt to resolve the issue with the Seller directly.

7.7 Relationship between NewPay's protection programs and Chargebacks

Credit card Chargeback rights, if they apply, may be broader than NewPay's protection programs. Chargebacks may cover unsatisfactory items even if they do not qualify as SNAD. You may pursue a Dispute/Claim with NewPay, or you may contact your credit card company and pursue your Chargeback rights. You may not pursue both at the same time or seek a double recovery. If you have an open Dispute or Claim with NewPay, and also file a Chargeback with your credit card company, NewPay will close your Dispute or Claim, and you will have to rely solely on your Chargeback rights.

Before contacting your card issuer or filing a Dispute with NewPay, you should

contact the Seller to resolve your issue in accordance with the Seller's return policy as stated on their auction or website.

7.8 No Double Recovery

You may not receive a recovery for a purchase under NewPay Buyer Protection if you have already received a recovery for that purchase directly from the Seller or another third party.

8. Errors and Unauthorized Transactions

8.1 Protection for Unauthorized Transactions and Errors

When an Unauthorized Transaction or an Error occurs in your Account, NewPay will cover you for the full amount of every eligible Unauthorized Transaction or Error so long as you follow the procedures discussed below.

An Unauthorized Transaction occurs when a payment is sent from your 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, an Unauthorized Transaction has occurred. If you give someone access to your Account (by giving them your login information) and they conduct transactions without your knowledge or permission, you are responsible for any resulting use.

8.2 Notification Requirements

a. You should immediately notify NewPay if you believe:

- There has been an Unauthorized Transaction or unauthorized access to

your Account;

- There is an Error in your Account history statement (you can access your Account history statement by logging into your Account and clicking on a link to “View all of my transactions”) or in your transaction confirmation sent to you by email;
- Your password or NewPay Mobile PIN has been compromised;
- Your NewPay Mobile-activated phone has been lost, stolen or deactivated;
- You need more information about a transaction listed on the statement or transaction confirmation.

b. To be eligible for protection for Unauthorized Transactions, you must notify us within 60 Days after any Unauthorized Transaction first appears in your Account history statement. We will extend the 60 Day time period if a good and demonstrable reason, such as a hospital stay, kept you from notifying us within 60 Days.

You should regularly log into your Account and review your Account history statement to ensure that there has not been an Unauthorized Transaction or Error. NewPay will also send an email to the primary email address you have provided in order to notify you of each transaction from your Account. You should also review these transaction confirmations to ensure that each transaction was authorized and is accurate.

For Unauthorized Transactions or Errors in your Account, notify us as follows:

- File a report in the NewPay Resolution Center; or

- Write to NewPay, Recipient: @#¥%.....*&.....**or
- Call NewPay Customer Service at (862) 1234-5678 (in the lao.)

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

- Your name and email address registered to your Account;
- A description of any suspected Unauthorized Transaction or Error and an explanation as to why you believe it is incorrect or why you need more information to identify the transaction; and
- The amount of any suspected Unauthorized Transaction or Error.

If you notify us orally, we may require that you send us your complaint or question in writing within 10 Business Days. During the course of our investigation, we may request additional information from you.

8.3 NewPay Actions after Receipt of Your Notification

Once you notify us of any suspected Unauthorized Transaction or Error, 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 or Error that is eligible for protection.
- We will complete our investigation within 10 Business Days of the date we received your notification of the suspected Unauthorized Transactions or Error. If your Account is new (the first transaction from your Account was less than 30 Business Days from the date you notify us), we may take up to 20 Business Days to complete this investigation. If we need more time, we may take up to 45 Days to complete our

investigation (or up to 90 Days for new Accounts, or if your transaction was at a point of sale where you were physically present, or a foreign initiated transaction).

- If we decide that we need more time to complete our investigation, we will provisionally credit your Account for the amount of the suspected Unauthorized Transaction or Error. You will receive the provisional credit within 10 Business Days of the date we received your notice (or 20 Business Days for new Accounts). This will allow you to have use of the money until we complete the investigation. We will notify you of the provisional credit within 2 Business Days of the crediting. If we ask you to put your complaint or question in writing and we do not receive it within 10 Business Days (or 20 Business Days for new Accounts), 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 Unauthorized Transaction or Error, we will promptly credit the full amount into your Account within 1 Business Day of our determination. 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 Unauthorized Transaction or Error, 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 Account and notify you of the date and amount of the debit. You may request copies of the documents that

we used in our investigation.

8.4 NewPay Errors

We will rectify any Error that we discover. If the Error results in your receipt of less than the correct amount to which you are entitled, NewPay will credit your Account for the difference. If the Error results in your receipt of more than the correct amount to which you are entitled, NewPay will debit the extra funds from your Account.

8.5 Your Errors

If you erroneously send a payment to the wrong party, or send a payment for the wrong amount (based on a typographical error, for example), your only recourse will be to contact the party to whom you sent the payment and ask them to refund the payment. NewPay will not reimburse you or reverse a payment that you have made in error.

9. NewPay Seller Protection

9.1 NewPay Seller Protection

NewPay Seller Protection is protection we provide to Sellers from Claims, Chargebacks, or Reversals that are based on

- Unauthorized Transaction (except for any unauthorised transaction initiated in an environment not hosted by NewPay); or
- Item Not Received.

NewPay Seller Protection is available for eligible payments from buyers in any country/region. If you sell or market to buyers in other countries, you should read the NewPay Buyer Protection policies of the countries in which your target buyers are based as these policies will apply to you as a Payment Recipient or Seller.

9.2 Scope of Protection

NewPay will protect you for the full amount of the eligible payment and waive the Chargeback Fee, if applicable.

9.3 Eligibility Requirements

To be eligible for NewPay Seller Protection, you must meet all of the basic requirements listed below under

(a) Basic Requirements. To be covered for Item Not Received protection you must meet both the Basic Requirements and the Item Not Received Additional Requirements listed below under

(b) To be covered for Unauthorized Transactions protection you must meet both the Basic Requirements and the Unauthorized Transactions Additional Requirements listed below under

a. Basic Requirements:

- You must ship the item to the shipping address on the Transaction Details Page.
- You must respond to NewPay's requests for documentation and other

information in a timely manner.

- The item must be a physical, tangible good that can be shipped.
- You must accept payment from one NewPay account for the purchase (partial payment and/or payment in installments are excluded).

b. Item Not Received Additional Requirements:

- The payment must be marked "eligible" or "partially eligible" for NewPay Seller Protection on the Transaction Details Page.
- You must have a Proof of Delivery as described below in Section 9.4.
- 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.

c. Unauthorized Transactions Additional Requirements:

- The payment must be marked "eligible" for NewPay Seller Protection on the Transaction Details Page.
- You must have a Proof of Shipment or a Proof of Delivery as described below in Section 9.4.

9.4 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 postal code (or international equivalent).
- "Proof of Delivery (for tangible items)" 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 postal code (or international equivalent).
- Signature Confirmation as described below for payments of \$750 USD 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.

"Proof of Delivery (for intangible or virtual items or services)" means any compelling evidence to show the purchase order was fulfilled and includes all of the following:

- a. The date the item or service was provided;
- b. The recipient's address (email/IP, etc) where applicable.

NOTE: Although Buyer Protection extends coverage to buyers for intangible items, Seller Protection does not apply to intangible items.

9.5 Items/Transactions not Eligible for NewPay Seller Protection

The following are examples of items/transactions not eligible for NewPay Seller Protection:

- Claims or Chargebacks for Significantly Not as Described.
- Items that you deliver in person, including at a point of sale.

- Intangible items, including Digital Goods and services.
- Items equivalent to cash (including, without limitation, gift cards or vouchers).
- Gold Bullion.
- NewPay Direct Payments (including Virtual Terminal Payments and Website Payments Pro/Plus payments).
- Mass Payment / Payouts.
- Counterfeit goods.
- 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 NewPay 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.
- Donations.
- Financial products and investments.

10. Restricted Activities

10.1 Restricted Activities

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

- a. Breach this Agreement, the Commercial Entity Agreement, the

Acceptable Use Policy or any other Policy that you have agreed to with NewPay;

- b. Violate any law, statute, ordinance, or regulation;
- c. Infringe NewPay's or any third party's copyright, patent, trademark, trade secret or other intellectual property rights, or rights of publicity or privacy;
- d. Sell counterfeit goods;
- e. Act in a manner that is defamatory, trade libelous, threatening or harassing to our employees, agents or other Users;
- f. Provide false, inaccurate or misleading Information;
- g. Engage in potentially fraudulent or suspicious activity and/or transactions;
- h. Refuse to cooperate in an investigation or provide confirmation of your identity or any Information you provide to us;
- i. Receive or attempt to receive funds from both NewPay and the Seller, bank or card issuer for the same transaction during the course of a Dispute;
- j. Control an Account that is linked to another Account that has engaged in any of these Restricted Activities;
- k. Conduct your business or use the NewPay Services in a manner that results in or may result in complaints, Disputes, Claims, Reversals, Chargebacks, fees, fines, penalties and other liability to NewPay, other Users, third parties or you;
- l. Have a credit score from a credit reporting agency that indicates a high level of risk associated with your use of the NewPay Services;

- m. Use your Account or the NewPay Services in a manner that NewPay, Visa, Mastercard, American Express, Discover, Alipay, wechatpay, unionpay or any other electronic funds transfer network reasonably believes to be an abuse of the card system or a violation of card association or network rules;
- n. Allow your Account to have a negative balance;
- o. Use a credit card with your Account to provide yourself a cash advance (or help others to do so);
- p. Access the NewPay Services from a country/region that is not listed on NewPay.
- q. Disclose or distribute another 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;
- r. Send unsolicited email to a User or use the NewPay Services to collect payments for sending, or assisting in sending, unsolicited email to third parties;
- s. Take any action that imposes an unreasonable or disproportionately large load on our infrastructure;
- t. 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;
- u. Use an anonymizing proxy; use any robot, spider, other automatic device, or manual process to monitor or copy our website without our prior written permission;

- v. Use any device, software or routine to bypass our robot exclusion headers, or interfere or attempt to interfere with our website or the NewPay Services;
- w. Take any action that may cause us to lose any of the services from our Internet service providers, payment processors, or other suppliers; or
- x. Abuse (as either a buyer or seller) our online Dispute Resolution process and/or NewPay Buyer Protection.

11. Your Liability - Actions We May Take

11.1 Your Liability

1. General

You are responsible for all Reversals, Chargebacks, Claims, fees, fines, penalties and other liability incurred by NewPay, a User, or a third party caused by or arising out of your breach of this Agreement, and/or your use of the NewPay Services. You agree to reimburse NewPay, a User, or a third party for any and all such liability.

2. Liability for Claims under NewPay Buyer Protection

If you are a Seller and you lose a Claim filed directly with NewPay, you will be required to reimburse NewPay for your liability. Where you receive payment from a NewPay Account holder in another country/region and we determine under the Buyer Protection policy of that country/region that the funds received should be returned or reversed, you will be required to reimburse NewPay for your liability. Your liability will include the full purchase price of the item plus the

original shipping cost (and in some cases you may not receive the item back), and the NewPay Fees that you were charged for the transaction. NewPay Seller Protection will cover your liability for eligible Claims based on Item not Received, and eligible Unauthorized Transactions - see Section 9 (NewPay Seller Protection) above.

If a buyer files a Significantly Not as Described (SNAD) Claim for an item he or she purchased from you, you will generally be required to accept the item back and refund the buyer the full purchase price plus original shipping costs. You will not receive a refund on your NewPay Fees. Further, if you lose a SNAD Claim because we, in our sole discretion, reasonably believe the item you sold is counterfeit, you will be required to provide a full refund to the buyer and you might not receive the item back from the buyer (for instance, it may be disposed of or otherwise irreversibly dealt with). NewPay Seller Protection will not cover your liability for SNAD Claims.

3. Liability for instructions given by you on your Account

Any instructions given by you on your Account (whether verbal or in writing) once you have been authenticated will be relied on by NewPay. NewPay will not be liable for any loss or damage you or anyone else suffers where NewPay acts on those instructions in good faith, unless it was proved that NewPay was negligent.

11.2 Reimbursement for Your Liability

In the event that you are liable for any amounts owed to NewPay, NewPay may immediately remove such amounts from your balance. If you do not have a balance that is sufficient to cover your liability, your remaining balance (if any)

will be removed, your Account will have negative balance up to the amount of your liability, and you will be required to immediately Add Money to your NewPay balance or reimburse NewPay through an alternative method. If you do not do so, NewPay may engage in collection efforts to recover such amounts from you.

11.3 Actions by NewPay – Restricted Activities

If NewPay, in its sole discretion, believes that you may have engaged in any Restricted Activities, we may take various actions to protect NewPay, Affiliates other 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:

- a. We may close, suspend, or limit your access to your Account or the NewPay Services;
- b. We may suspend your eligibility for NewPay Buyer Protection and/or NewPay Seller Protection;
- c. We may hold, apply or transfer the funds in your Account as required by judgments and orders which affect you or your Account, including judgments and orders issued by courts in Laos or elsewhere and directed to NewPay or its Affiliates;
- d. We may refuse to provide the NewPay Services to you now and in the future; and
- e. We may hold your funds for a period of time reasonably needed to protect against the risk of liability to NewPay or a third party, or if we believe that you may be engaging in potentially fraudulent or

suspicious activity and/or transactions.

11.4 Actions by NewPay - Holds

1. Risk-Based Holds

NewPay, in its sole discretion, may place a hold on any or all of the payments you receive when NewPay believes there may be a high level of risk associated with you, your Account, or any or all of your transactions. NewPay's determination may be based on different factors and NewPay may rely on information it receives from third parties. If NewPay places a hold on a payment, the funds will appear as pending balance or withheld and the payment status will indicate the hold. If NewPay places a hold on any or all of the payments you receive, NewPay will provide you with notice of our actions. NewPay will release the hold on any payment after 30 Days from the date the payment was received into your Account unless NewPay has a reason to continue to hold the payment such as:

- (a) The receipt of a Dispute, Claim, Chargeback, or Reversal;
- (b) NewPay believes that you have violated the terms of this Agreement or any other Policy and that such a violation results in the need to continue holding the funds, or
- (c) NewPay believes that you may be engaging in potentially fraudulent or suspicious activity and/or transactions.

In such an event, NewPay may continue holding the payment in your Account until the matter is resolved pursuant to this Agreement. NewPay, in its sole discretion, may release the hold earlier under certain circumstances, for

example when you upload tracking information of the item you shipped.

2. Disputed Transaction Holds

If a User files a Dispute, Claim, Chargeback or Reversal on a payment you received, NewPay 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 NewPay Seller Protection, NewPay will lift the temporary hold. If you lose the dispute, NewPay will remove the funds from your Account. This process also applies to any claim that a buyer files directly with eBay through the eBay Money Back Guarantee program, provided that your Account is your reimbursement method for amounts you owe to eBay or to the buyer (as the case may be) under the terms of the eBay Money Back Guarantee program.

11.5 Actions by NewPay - Reserves

NewPay, in its sole discretion, may place a Reserve on funds held in your Business Account when NewPay believes there may be a high level of risk associated with your Account or your use of any of the products and/or services offered by NewPay and/or its Affiliates. If NewPay places a Reserve in your Account, transactions will be shown as "pending" in your NewPay balance, and you will not have access to funds in a "pending" status until they are cleared. If your Account is subject to a Reserve, NewPay 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 NewPay determines is necessary to protect against the risk associated with your Account. NewPay may change the terms of the Reserve at any time by providing you with notice of the new terms.

11.6 Actions by NewPay - Account Closure, Termination of Service, Limited Account Access; Confidential Criteria

NewPay, in its sole discretion, reserves the right to terminate this Agreement and/or access to the NewPay Services for any reason and at any time upon notice and payment to you of any unrestricted funds held in your balance. If we limit access to your Account, including through a Reserve or hold, we will provide you with notice of our actions, and the opportunity to request restoration of access if, in our sole discretion, we deem it appropriate. Further, you acknowledge that NewPay's decision to take certain actions, including limiting access to your Account, placing holds or imposing Reserves, may be based on confidential criteria that is essential to our management of risk, the security of Users' Accounts and the NewPay system. You agree that NewPay is under no obligation to disclose the details of its risk management or its security procedures to you.

11.7 Acceptable Use Policy Violations

If you violate the **Acceptable Use Policy** then in addition to the above actions you will be liable to NewPay for the amount of NewPay's damages for each violation of the Acceptable Use Policy. You agree that \$2,500.00 USD (or equivalent) per transaction in violation of the Acceptable Use Policy is presently a reasonable minimum estimate of NewPay's actual damages considering all currently existing circumstances, including the relationship of the sum to the range of harm to NewPay that reasonably could be anticipated because due to the nature of the violations of the Acceptable Use Policy, actual damages would be impractical or extremely difficult to calculate. NewPay may deduct such damages directly from any existing balance in the

offending Account, or any other Account you control.

11.8 Compliance with Data Protection Laws

With regard to any personal data processed by either Party in connection with this Agreement, the Parties will respectively each be a controller in respect of such processing. Each Party agrees to comply with the requirements of the Data Protection Laws applicable to controllers in respect of the provision of the Company Services and otherwise in connection with this Agreement. For the avoidance of doubt, NewPay and the Merchant each have their own, independently determined privacy policies, notices and procedures for the personal data they hold and are each a data controller (and not joint data controllers).

11.9 In complying with the Data Protection Laws, each Party shall, without limitation:

- a. implement and maintain at all times all appropriate security measures in relation to the processing of personal data;
- b. maintain a record of all processing activities carried out under this Agreement; and
- c. not knowingly do anything or permit anything to be done which might lead to a breach by the other Party of the Data Protection Laws.

12. Disputes with NewPay

12.1 Contact NewPay First

If a dispute arises between you and NewPay, 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 NewPay regarding the NewPay Services may be reported to Customer Service online through the NewPay Help Center at any time, or by calling (862) 1234-5678 (in the LA).

12.2 Arbitration

For any claim (excluding claims for injunctive or other equitable relief) where the total amount of the award sought is less than \$10,000.00 USD (or other currencies equivalents), 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 the Laos International Arbitration Centre or any other 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.

12.3 Law and Forum for Disputes

Except as otherwise agreed by the parties or as described in Section 12.2 above, you agree that any claim or dispute you may have against NewPay

must be resolved by a court located in Laos or where the defendant is located. You agree to submit to the personal jurisdiction of the courts located within Laos for the purpose of litigating all such claims or disputes. This Agreement shall be governed in all respects by the laws of Laos as such laws are applied to agreements entered into and to be performed entirely within Laos, without regard to conflict of law provisions.

12.4 Improperly Filed Litigation

All claims you bring against NewPay must be resolved in accordance with Section 12 of this Agreement. All claims filed or brought contrary to Section 12 shall be considered improperly filed and a breach of this Agreement. Should you file a claim contrary to Section 12, NewPay may recover attorneys' fees and costs (including in-house attorneys and paralegals) up to \$1,000.00 USD, provided that NewPay has notified you in writing of the improperly filed claim, and you have failed to promptly withdraw the claim.

12.5 Notices to You

You agree that NewPay may provide you Communications about your Account, the NewPay Services and this Agreement electronically. NewPay reserves the right to close your Account if you withdraw your consent to receive electronic Communications. Any electronic Communications will be considered to be received by you within 24 hours of the time we post it to our website or email it to you. Any notice sent to you by postal mail will be considered to be received by you 3 Business Days after we send it.

12.6 Notices to NewPay

Except as otherwise stated above in Section 8 (Errors and Unauthorized

Transactions) and Section 12.1, notice to NewPay must be sent by postal mail to: NewPay Pte. Ltd.

12.7 Insolvency Proceedings

If any proceeding by or against you is commenced under any provision of any bankruptcy or insolvency law, NewPay will be entitled to recover all reasonable costs or expenses (including reasonable attorneys' fees and expenses) incurred in connection with the enforcement of this Agreement.

12.8 Release of NewPay

If you have a dispute with one or more Users, you release NewPay and Affiliates (and their officers, directors, agents, joint ventures, employees and suppliers) 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.

13. General Terms

13.1 Limitations of Liability

In no event shall we, our parent, subsidiaries and affiliates, our officers, directors, agents, joint ventures, employees or suppliers be liable for lost profits or any special, incidental or consequential damages (including without limitation damages for loss of data or loss of business) arising out of or in connection with our website, the NewPay services, or this agreement (however arising, including negligence) unless and to the extent prohibited by law our liability, and the liability of our parent, subsidiaries and affiliates, our

officers, directors, agents, joint ventures, employees and suppliers, to you or any third parties in any circumstance is limited to the actual amount of direct damages.

13.2 Services Limitation

NewPay is not a bank and the NewPay Services are payment processing services rather than banking services. NewPay is not acting as a trustee, fiduciary or escrow with respect to your funds, but is acting only as an agent to you and custodian to your funds. NewPay does not have control of, nor liability for, the products or services that are paid for with the NewPay Services. We do not guarantee the identity of any User or ensure that a buyer or a Seller will complete a transaction.

13.3 No Warranty

The NewPay services are provided "as is" and without any representation of warranty, whether express, implied or statutory. NewPay, our parent and affiliates, our officers, directors, agents, joint ventures, employees and our suppliers specifically disclaim any implied warranties of title, merchantability, fitness for a particular purpose and non-infringement.

NewPay does not have any control over the products or services that are paid for with the NewPay Services and NewPay cannot ensure that a buyer or a Seller you are dealing with will actually complete the transaction or is authorized to do so. NewPay does not guarantee continuous, uninterrupted or secure access to any part of the NewPay Services, and operation of our site may be temporarily suspended for maintenance or upgrade or interfered with by numerous factors outside of our control. NewPay will make reasonable

efforts to ensure that requests for electronic debits and credits involving bank accounts, credit cards, and check issuances are processed in a timely manner but NewPay makes no representations or warranties regarding the amount of time needed to complete processing because the NewPay Services are dependent upon many factors outside of our control, such as delays in the banking system or mail service. Some jurisdictions 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 country/region to country/region.

13.4 Indemnification

You agree to defend, indemnify and hold NewPay, Affiliates, and our officers, directors, agents, joint ventures, employees and suppliers harmless from any claim, demand (including attorneys' fees), fine, or other liability incurred by any third party due to or arising out of your or your employees' or agents' breach of this Agreement and/or use of the NewPay Services.

13.5 NewPay License Grant to You

If you are using NewPay software such as an API, developer's toolkit or other software application that you have downloaded to your computer, device, or other platform, then NewPay grants you a revocable, non-exclusive, non-transferable license to use NewPay's software in accordance with the respective documentation. This license grant includes the software and all updates, upgrades, new versions and replacement software 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 NewPay documentation accompanying the

NewPay Services. If you do not comply with NewPay's implementation and use requirements you will be liable for all resulting damages suffered by you, NewPay and third parties. NewPay may change or discontinue any APIs upon notice to you. 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 NewPay's software are owned by NewPay. Any third party software application you use on the NewPay website is subject to the license you agreed to with the third party that provides you with this software. NewPay does not own, control nor have any responsibility or liability for any third party software application you elect to use on the NewPay website and/or in connection with the NewPay Services. If you are using the NewPay Services on the NewPay website, or other website or platform hosted by NewPay, or a third party, and are not downloading NewPay's software or using third party software applications on the NewPay website, then this section does not apply to your use of the hosted NewPay Services.

13.6 License Grant from You to NewPay; IP Warranties

Subject to section 13.7, when providing NewPay with content or posting content using NewPay Services, you grant us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, transferable, and sublicensable (through multiple tiers) right to exercise any and all copyright, publicity, trademarks, database rights and intellectual property rights you have in the content, in any media known now or in the future. Further, to the fullest extent permitted under applicable law, you waive your moral rights and promise not to assert such rights against NewPay, its sublicensees or its assignees. You represent and

warrant that none of the following infringe any intellectual property or publicity right: your provision of content to NewPay, your posting of content using the NewPay Services, and NewPay's use of such content (including of works derived from it) in connection with the NewPay Services.

13.7 License Grant from Merchants to NewPay

Section 13.6 notwithstanding, if you are a Merchant using NewPay Services, you grant NewPay the worldwide right to use and depict your business name, trademarks, and logos on our website and in NewPay's mobile and web-based application for the purpose of identifying and referring to your business and your products and services and facilitating consumer transactions with you.

13.8 Intellectual Property

"NewPay.com"/"NewPay"/"NewPay.com.cn"/"NewPay.com.c2"/"NewPay.com.hk"/"NewPay.co.il"/"NewPay.co.jp"/"NewPay.com.tr"/"NewPay.com.sg" and all other URLs, logos and trademarks related to the NewPay Services are either trademarks or registered trademarks of NewPay or its licensors. You may not copy, imitate or use them without NewPay's prior written consent. In addition, all page headers, custom graphics, button icons, and scripts are service marks, trademarks, and/or trade dress of NewPay. You may not copy, imitate, or use them without our prior written consent. You may use HTML logos provided by NewPay through our merchant services, auction tools features or affiliate programs without prior written consent for the purpose of directing web traffic to the NewPay Services. You may not alter, modify or change these HTML logos in any way, use them in a manner that is disparaging to NewPay or the NewPay Services or display them in any manner that implies NewPay's sponsorship or endorsement. All right, title and interest in and to the NewPay

website, any content thereon, the NewPay Services, the technology related to the NewPay Services, and any and all technology and any content created or derived from any of the foregoing is the exclusive property of NewPay and its licensors.

13.9 Calls to You; Mobile Telephone Numbers

By providing NewPay a telephone number (including a mobile telephone number), you consent to receiving calls, including autodialed and prerecorded messages from NewPay at that number. If we determine that a telephone number you have provided to us is a mobile telephone number, we may categorize it as such in our systems and in your Account Profile, and you consent to receive text messages from us about your use of the NewPay Services at that number.

13.10 Marketing

If you receive Information about another User through the NewPay Services, you must keep the Information confidential and only use it in connection with the NewPay Services. You may not disclose or distribute a 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.

13.11 Password Security

You are responsible for maintaining adequate security and control of any and all IDs, passwords, personal identification numbers (PINs), or any other codes that you use to access the NewPay Services.

13.12 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. NewPay is not responsible for determining whether taxes apply to your transaction, or for collecting, reporting or remitting any taxes arising from any transaction.

Please be advised that you may be subject to withholding taxes or other tax liabilities with respect to importing services from a foreign entity. In addition, you may be subject to VAT, sales tax, income tax, or other tax liabilities as a seller of goods or services. It is your responsibility to check with your local tax advisor to determine which taxes apply to you, and it is your responsibility to pay such taxes to the appropriate tax authority. All Fees related to the NewPay Services are made free and clear of, and without any deduction or withholding for and on account of, any taxes, duties or other deductions. Any such deduction or withholding, if required by the laws of any country/region are your sole responsibility.

13.13 Complete Agreement and Survival

This Agreement, along with any applicable Policies on the Legal Agreements page on the NewPay website, sets forth the entire understanding between you and NewPay with respect to the NewPay Services. Sections 6 (Closing Your Account), 11 (Your Liability – Actions We May Take), 12 (Disputes with NewPay), 13 (General Terms), 14 (Definitions), and Exhibit A (Fees) 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.

13.14 Assignment

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

13.15 Translated Agreement

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.

13.16 No Waiver

Our failure or delay to act with respect to a breach by you or others does not waive our right to act with respect to such breach or any subsequent or similar breaches.

13.17 Assumption of Rights

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