

UT-PAY TERMS AND CONDITIONS

Date of Enforcement: 30th June, 2018

UT-PAY ("UT-PAY," "we," "us," and/or "our") provides its services (described below) to you through its mobile applications and other software made available by UT-PAY ("Software") and its website (www.UTPAY.io) such services, Software and the Site, collectively, the "Service (s)", subject to the following Terms of Service (as amended from time to time, these "Terms of Service"). We reserve the right, at our sole discretion, to change or modify portions of these Terms of Service at any time without further notice. You should periodically visit this page to review the current Terms of Service so you are aware of any revision to which you are bound. If we do this, we will post the changes to these Terms of Service on this page and will indicate at the top of this page the date these terms were last revised. We will also notify you, either through the Services user interface, in an email notification or through other reasonable means. Any such changes will become effective for existing users no earlier than ten (10) days after they are posted, except that changes addressing new functions of the Services or changes made for legal reasons will be effective immediately. Your continued use of the Service after the date any such changes become effective constitutes your acceptance of the new Terms of Service. If you do not agree to abide by these or any future Terms of Service, do not use or access (or continue to use or access) the Service.

PLEASE READ THESE TERMS OF SERVICE CAREFULLY AS THEY CONTAIN AN AGREEMENT TO ARBITRATE AND OTHER IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES AND OBLIGATIONS. THE AGREEMENT TO ARBITRATE REQUIRES (WITH LIMITED EXCEPTION) THAT YOU SUBMIT CLAIMS YOU HAVE AGAINST US TO BINDING AND FINAL ARBITRATION, AND FURTHER (1) YOU WILL ONLY BE PERMITTED TO PURSUE CLAIMS AGAINST COMPANY ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING, AND (2) YOU WILL ONLY BE PERMITTED TO SEEK RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ON AN INDIVIDUAL BASIS. PLEASE INDICATE YOUR

ACCEPTANCE TO THESE TERMS OF SERVICE IN ACCORDANCE WITH THE INSTRUCTIONS PROVIDED BY UT-PAY. INDICATING ACCEPTANCE ESTABLISHES A BINDING AND EXECUTED WRITTEN AGREEMENT BETWEEN YOU AND UT-PAY. IF YOU DO NOT ACCEPT THESE TERMS OF SERVICE, YOU CANNOT USE THE SERVICE.

In addition, when using certain services, you shall be subject to any additional terms, policies or guidelines applicable to such services that may be posted on the Service from time to time.

1. DEFINITIONS

- **Non-continuous updates.** The information provided by the Service originates from other users of the Service. Such information is intrinsically fluctuant and may be inaccurate, incomplete or outdated. UT-PAY does not provide any warranties to such information's credibility or reliability.

- **Location-based Service.** Some features of the Service make use of detailed location and route information, for example in the form of GPS signals and other information sent by your mobile device on which the UT-PAY application is installed and activated. These features cannot be provided without utilizing this technology. Please note, as described in detail in the Privacy Policy:

(I) UT-PAY uses your location and route information to create a detailed route history of your delivery when using the Service. UT-PAY uses this history to offer the Service to you, to improve the quality of the Service it offers to you and to all of its users, to improve the accuracy of its mapping and navigation data, and more as described in detail in the Privacy Policy. This history is associated with your account and username (if you have chosen to set up a username). This history is retained by UT-PAY for a limited period of time and in accordance with the Privacy Policy.

(II) UT-PAY allows you to use the Service whether or not you choose to set up a username for yourself. If you choose to use the Service without setting up a username you may do so by skipping the username setup stage of the application installation process. UT-PAY will still link all of your information with your account and a unique identifier generated by UT-PAY in accordance with the Privacy Policy. Note that in order to access certain features of the Service (for example map editing, ranking, moods) you will need to set up a username.

- **Advertisements.** Third party advertisements may appear on the Service from time to time. UT-PAY does not endorse these advertisements, and the advertisements are not intended to be, nor should they be, viewed by drivers unless and until their vehicle has come to a complete stop.

- **The Internet connection required to use the Service, and any associated charges** (e.g. mobile data expenses) incurred by your use of the Service are your exclusive responsibility and made solely at your expense. Transmitting and receiving real-time updates to and from the Service, requires an online (e.g. Wi-Fi, 3G, 4G) connection between your cellular device and the Internet. The expenses of such connection are as prescribed by the agreement between you and your communication service provider (such as your cellular company), and according to its applicable terms of payment.

- **Free Software.** The Service utilizes Software for map displays, updates and road information. With respect to some cellular telephone devices running the Software, the Software is a free-software. In such cases you may redistribute the Software or modify it in accordance with the GNU General Public License as published by the Free Software Foundation, whether it is version 2.0 of the license or any later version of your choice. For further information, see the GNU General Public License. The Service, its database, UT-PAY's trademarks, the design of the maps of the Service and the voice files integrated in the Software – all are not free-software.

- **Your age.** The Service is intended for use by users who are of the legal age required to hold a driving license. In any case, to use our Service you must be 16 years of age or older. If you are under 16, you may not download or use the Service. Accounts of users under the age of 16 years will be cancelled and deleted by UT-PAY, upon receiving notice.

- **Privacy.** Your privacy is important to us. While using the Service, personal information may be provided by You or collected by UT-PAY as detailed in our Privacy Policy. The Privacy Policy explains our practices pertaining to the use of your personal information and we ask that you read such Privacy Policy carefully. By accepting these Terms, you hereby acknowledge and agree to the collection, storage and use of your personal information by UT-PAY, subject to this section, the Privacy Policy and any applicable laws and regulation

2. THE SERVICES

We are a cryptocurrency payment processor. We enable you to accept cryptocurrency as payment for goods or services, travelling and transportation fares, hotel bills and process cryptocurrency payments that you receive from your customer (Purchaser). We are not a crypto exchange, wallet, or a place to purchase or sell cryptocurrencies. Our Services are only available to businesses that sell a product or services or to registered charitable organizations that accept donations. By using the Services, you authorize us to act as your agent so we may receive, hold and disburse funds on your behalf and to take any and all actions that we think are necessary to provide the Services and to comply with applicable law. Payment by Purchaser to UT-PAY will be considered the same as payment made directly to you and will extinguish the Purchaser's outstanding obligation, to the extent of the payment.

3. REGISTRATION

3.1 Generally

In order to use the Services, you must open a UT-PAY account. When you open an account, we will ask you for contact information such as your name, phone number, email address, and information relating to the ultimate beneficial owner or the most senior individual from the organization. We will also ask you for information on your business, including your business's legal name or DBA, physical address of the business, and your company's website. The information that you provide at the time of account opening must be accurate and complete and you must inform us within ten business (10) days of any changes to such information. We may require additional information from you (including any person signing below or otherwise agreeing to the Terms on behalf of the merchant) to help verify your identity and assess your business risk, such as your date of birth, tax identification number, or government-issued identification. We may also obtain information about you from third parties, such as credit bureaus and identity verification services. We have the right to reject your account registration or to later close your UT-PAY account, if you do not provide us with accurate, complete, and satisfactory information.

UT-PAY is a registered Money Service Business with FinCEN and is a licensed money transmitter in numerous states. As a regulated business, UT-PAY is required to comply with the Bank Secrecy Act, which requires UT-PAY to verify merchant identities, maintain records of currency transactions for up to five years and report certain transactions. In the event that a merchant account is closed by UT-PAY or at the request of the merchant, even without completing the onboarding process or performing a transaction, records must be held as prescribed by law.

3.2 Guarding your Password

You will choose a password when registering your account. You are responsible for maintaining the confidentiality of your password and account access information. You are fully responsible for all activities that occur with the use of your password or account. Please notify us immediately of any unauthorized use of your password or account or any other breach of security. If you share your password with others we will not be liable for any loss that you may incur as a result of someone else using your password or account, either with or without your knowledge. You may not allow other merchants to use your account. You may not use anyone else's password at any time.

3. CUSTOMER VERIFICATION

Consistent with your local laws and regulations, you are solely responsible for obtaining any information required of those who purchase your goods or services. For instance, if applicable law prohibits a sale to persons under the age of 18 years, you must ensure that a Purchaser is at least 18 years of age. Similarly, if applicable law requires that a Purchaser's identity be verified, you must verify the Purchaser's identity. We will not be responsible for your failure to adequately verify your Purchasers' identities or qualifications.

4. REPRESENTATION AND WARRANTIES

Use of the Services is subject to the laws and regulations of the United States regarding the prevention of terrorist financing and anti-money laundering. You agree and acknowledge that your use of the Services would and will comport with such laws and regulations, including, without limitation, the sanctions programs administered by the Office of Foreign Assets Control of the United States Department of the Treasury.

Your use of the Services is also subject to the following important restrictions:

- a. You are at least eighteen (18) years old or older and have the right, power and contractual capacity to agree to these Terms.
- b. Your use of the Services will not contravene any applicable international, federal, state or local law or regulation, including applicable tax laws and regulations.
- c. Your use of the Services will not relate to the following prohibited activities:
 - i. Sales of narcotics, research chemicals or any controlled substances;

- ii. Sales of cash or cash equivalents, including items used for speculation or hedging purposes (such as derivatives), and the sale or trade of cryptocurrencies;
- iii. items that infringe or violate any intellectual property rights such as copyrights, trademarks, trade secrets, or patents;;
- iv. ammunition, firearms, explosives (including fireworks), or weapons regulated under applicable law or as determined by us; or
- v. transactions that show the personal information of third parties in violation of applicable law;
- vi. transactions that support pyramid, Ponzi, or other "get rich quick" schemes;
- vii. transactions that are related to cloud-mining;
- viii. provide credit repair or debt settlement services;
- ix. any services which compete with UT-PAY;
- x. Explicit sexual content;
- xi. Sales of Kratom or Nootropics

d. If your use of the Services relates to one of the following restricted activities, your activities are subject to internal review and you are only allowed to transact when expressly authorized by UT-PAY in writing:

- i. Engaged in Foreign Exchange, Money Service Business activities (as defined by the Financial Crimes Enforcement Network of the United States Department of the Treasury) or E-wallets;
- ii. Engaged in selling cryptocurrency mining hardware;
- iii. Providing Currency exchange services;
- iv. Transaction that are associated with purchases of annuities or lottery contracts, lay-away systems, banking, offshore banking, transactions to finance, investing, investment related products or
- v. Transactions that involve gambling or any other activity with an entry fee and a prize, including, but not limited to casino games, sports betting, horse or greyhound racing, lottery tickets, other ventures that facilitate gambling, and sweepstakes, unless you have obtained our prior written approval and you and

your customers are located exclusively in jurisdictions where such activities are permitted by law.

5. OUR RIGHT TO REJECT

We reserve the right to decline to process a sale if we reasonably believe that it violates these Terms or would expose you, other merchants, Purchasers, or other parties to harm. If we reasonably suspect that your UT-PAY account has been used for an illegal purpose, you authorize us to share information about you, your UT-PAY account, and your account activity with law enforcement.

5.1 Our Right to Inspect

We may ask for permission to inspect your business location in connection with your use of the Services, or documentation or evidence to support specific transactions. If you refuse our request, we may suspend or terminate your UT-PAY account.

6. THIRD PARTIES

6.1 Your Use of Third-Party Services

In using the UT-PAY website or the Services, you may be offered services, products and promotions provided by third parties. If you decide to use these third-party services, you do so at your own risk and are solely responsible for reviewing, understanding and complying with the associated terms and conditions. We expressly disclaim any liability for the third-party services and are not responsible for the performance of the third-party services or servicers.

7. SECURITY

We have implemented security measures designed to secure your information from accidental loss and from unauthorized access, use, alteration or disclosure. However, we cannot guarantee that unauthorized persons will never gain access to your information, and you acknowledge that you provide your information at your own risk, except as otherwise provided by applicable law.

8. HOW WE COLLECT, USE AND SHARE INFORMATION

In order to provide the Services, we may share information about you and your UT-PAY account with third parties, including but not limited to your bank and Purchasers.

9. VERIFICATION OF YOUR IDENTITY

In order to verify the information you submit via the account registration process as detailed in Section 2.1 (Generally) we may request information from various third parties, including credit bureaus and identity verification services. By accepting these Terms you authorize us to retrieve information about you by using third parties and acknowledge we may have to share the information you have previously submitted to do so.

From time to time UT-PAY may engage third parties in order to assist in different aspects of the provision of our Services to you. You acknowledge and agree your use of the Services may require we share your information with these third parties who may need to review your eligibility to use the Services according to their own verification procedures.

10. OUR OWNERSHIP OF THE SERVICES AND THE UT-PAY WEBSITE

You agree and acknowledge that we own all right, title and interest to and in the Services, the associated software, technology tools and content, the UT-PAY website, the content displayed on the website, and other materials produced by and related to UT-PAY (collectively, the UT-PAY IP). You are only permitted to use the Services and the UT-PAY IP to accept and receive payments, according to these Terms. When you accept the Terms, we grant you a personal, limited, revocable and non-transferable license to use the UT-PAY IP, without the right to sublicense. You shall not rent, lease, sublicense, distribute, transfer, copy, reproduce, download, display, modify or timeshare the UT-PAY IP or any portion thereof, or use the UT-PAY IP as a component of or a base for products or services prepared for commercial sale, sublicense, lease, access or distribution. You shall not prepare any derivative work based on the UT-PAY IP, nor shall you translate, reverse engineer, decompile or disassemble the UT-PAY IP.

11. INVOICES & SETTLEMENT

11.1 Invoice Generation and Exchange Rate Guarantee

UT-PAY's hosted invoice UI shall be used. To create an invoice for your Purchaser, you may post a request to UT-PAY to collect a specific amount in your local currency, such as Dollars or Euros, or in any of the supported cryptocurrencies. UT-PAY will pull the exchange rate, where applicable, and provide the payment instructions to you for you to display to the Purchaser. We guarantee the exchange rate to you as long as the Purchaser pays within the proper time window after the invoice is created. Invoice timeout information is

clearly displayed on each UT-PAY invoice. While we guarantee the exchange rate as long as the Purchaser pays within such time window, you agree that you assume the volatility risk of your local currency or the applicable cryptocurrency. For instance, if you ask us to collect \$150, and the Purchaser sends the cryptocurrency equivalent within the time window, we guarantee you will receive exactly \$150, minus our fee if applicable. We do not, however, guarantee the value of the U.S. dollar.

For any payments that are made using the bitcoin blockchain, an invoice is considered complete by us after the payment has six (6) block confirmations. You have the option to inform your Purchaser earlier about the status of the invoice; please note that UT-PAY is not liable for settling invoices with a payment that never receives six (6) block confirmations. UT-PAY employs techniques to detect payments that are at risk of never receiving six (6) bitcoin block confirmations, however these measures do not completely eliminate the risk associated with unconfirmed payments.

12. FEES

12.1 Network Costs

UT-PAY may incur a cost (“Network Cost”) to sweep an incoming cryptocurrency payment. These Network Costs are included in the invoice total and are paid by the Purchaser. The Network Costs are not returned when a refund is executed. Purchaser has the discretion to decide to pay or not pay an invoice after it has been created.

12.2 Miner Fees

Cryptocurrency transactions may require a miner fee. These miner fees are automatically created by the Purchaser’s wallet and sent to the miner. These miner fees are not UT-PAY fees. The miner fees paid to the Network are not returned when a refund is executed.

We reserve the right to change our fee structure and pricing. Your continued use of the Services after we notify you of any changes in our fees constitutes your acceptance of such change. Current pricing information is provided on the UT-PAY website.

13. CERTAIN DEFERRALS

If we need to conduct an investigation or resolve any pending dispute related to your UT-PAY account, we may delay settlement or restrict access to your funds while we do so. Additionally, we may delay settlement or restrict access to your funds if required to do so by law, court order or at the request of law enforcement.

14. ACCOUNT INFORMATION

You will have access to account information detailing your ledger and transaction and settlement history through your merchant account. Should you identify an error, you must notify us within thirty (30) calendar days of the ledger entry posting.

15. REFUNDS AND ADJUSTMENTS

15.1 Refund Procedures

UT-PAY can facilitate cryptocurrency refunds on your behalf. You can decide to issue a partial refund or refund the full amount of the initial purchase. You can also decide whether to issue the refund denominated in your local currency or in a supported cryptocurrency. If you do not have enough funds in your UT-PAY account to cover the refund, UT-PAY may require you to deposit a cryptocurrency or fiat to UT-PAY to cover the refund to the Purchaser. Any required currency conversion during the refund process will be calculated at a spot rate determined by UT-PAY, following the guidelines.

15.2 Purchaser Complaints

Purchasers filing complaints with UT-PAY about a purchase will be forwarded to you for resolution. UT-PAY reserves the right to terminate accounts which receive excessive complaints.

16. ACCOUNT TERMINATION

16.1 Your Right to Close Your Account

These Terms apply only for as long as you use the Services. Once you cease using the Services, these Terms no longer apply. You may close your UT-PAY account at any time. You will still be obligated to us for any fees incurred, if applicable, before the closure and we will remit to you funds not yet paid to you and associated with pre-closure sales. If your account balance is below our

documented minimum transfer amount, you may be responsible for any applicable transactions fees that may be incurred in the funds transfer.

16.2 Our Right to Close or Suspend Your Account

We may terminate your account, at our discretion, upon notice to you via email or phone communication. We may also suspend your access to the Services if we suspect that you have failed to comply with these Terms, pose an unacceptable fraud risk to us, or if you provide any false, incomplete, inaccurate or misleading information. We will not be liable to you for any losses that you incur in connection with our closure or suspension of your account. Additionally, if your merchant account does not have a paid transaction for more than twelve consecutive months, UT-PAY reserves the right to suspend your account, disabling processing capabilities.

16.3 Effect of Account Closure

If your UT-PAY account is closed, you agree: (a) to continue to be bound by these Terms, as required (b) to immediately stop using the Services, (c) that the license provided under these Terms shall end, (d) that we reserve the right (but have no obligation) to delete all of your information and account data stored on our servers, and (e) that we shall not be liable to you or any third party for termination of access to the Services or for deletion of your information or account data.

17. INDEMNIFICATION

You agree to indemnify UT-PAY, its affiliated and related entities, and any of its officers, directors, employees and agents from and against any claims, costs, losses, liabilities, damages, expenses and judgments of any and every kind (including, without limitation, costs, expenses, and reasonable attorneys' fees) arising out of, relating to, or incurred in connection with any claim, complaint, action, audit, investigation, inquiry, or other proceeding instituted by a person or entity that arises or relates to: (a) any actual or alleged breach of your representations, warranties, or obligations set forth in these Terms; (b) your wrongful or improper use of the Services; (c) the products or services sold by you through the Services, including but not limited to any claims for false advertising, product defects, personal injury, death or property damage; or (d) any other party's access or use of the Services with your account information.

18. NO WARRANTIES

WE PROVIDE THE SERVICES ON AN “AS IS” AND “AS AVAILABLE” BASIS, AND YOUR USE OF THE SERVICES IS AT YOUR OWN RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE PROVIDE THE SERVICES WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT). WITHOUT LIMITING THE FOREGOING, WE DO NOT WARRANT THAT THE SERVICES (AND OUR WEBSITE): WILL OPERATE ERROR-FREE OR THAT DEFECTS OR ERRORS WILL BE CORRECTED; WILL MEET YOUR REQUIREMENTS OR WILL BE AVAILABLE, UNINTERRUPTED OR SECURE AT ANY PARTICULAR TIME OR LOCATION; ARE FREE FROM VIRUSES OR OTHER HARMFUL CONTENT. WE DO NOT ENDORSE, WARRANT, GUARANTEE OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE OFFERED OR ADVERTISED BY A THIRD PARTY THROUGH THE SERVICES OR THROUGH OUR WEBSITE, AND WE WILL NOT BE A PARTY TO NOR MONITOR ANY INTERACTIONS BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES.

19. LIMITATION OF LIABILITY

IN NO EVENT WILL WE BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES OR ANY LOSS, THEFT, DISAPPEARANCE, OR DAMAGES FOR LOST PROFITS, LOST REVENUES, LOST DATA OR OTHER INTANGIBLE LOSSES THAT RESULT FROM THE USE OF, INABILITY TO USE, OR UNAVAILABILITY OF THE SERVICES, REGARDLESS OF THE FORM OF ACTION AND WHETHER OR NOT WE KNEW THAT SUCH DAMAGE MAY HAVE BEEN INCURRED. IN NO EVENT WILL WE BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DAMAGE, LOSS OR INJURY RESULTING FROM HACKING, TAMPERING, VIRUS TRANSMISSION OR OTHER UNAUTHORIZED ACCESS OR USE OF THE SERVICES, YOUR UT-PAY ACCOUNT, OR ANY INFORMATION CONTAINED THEREIN. IN NO EVENT WILL OUR LIABILITY FOR ANY DAMAGES ARISING IN CONNECTION WITH THE SERVICES EXCEED THE FEES EARNED BY US IN CONNECTION WITH YOUR USE OF THE SERVICES DURING THE 6 MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM FOR LIABILITY. THE FOREGOING LIMITATIONS OF LIABILITY SHALL

APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

20. MISCELLANEOUS

20.1 Taxes

You are responsible for determining any and all taxes assessed, incurred, or required to be collected, paid, or withheld for any reason in connection your use of our software and services ("Taxes"). You also are solely responsible for collecting, withholding, reporting, and remitting correct Taxes to the appropriate tax authority. We are not obligated to, nor will we determine whether Taxes apply, or calculate, collect, report, or remit any Taxes to any tax authority arising from any transaction.

If in a given calendar year you receive (i) more than \$20,000 in gross amount of payments and (ii) more than 200 payments, UT-PAY will report annually to the Internal Revenue Service, as required by law, your name, address, employer identification number, the total dollar amount of the payments you receive in a calendar year and the total dollar amount of the payments you receive for each month in a calendar year.

20.2 Privacy Policy

Please see our Privacy Policy for information regarding how we collect and use information. The Privacy Policy is part of these Terms, so please make sure that you read it.

20.3 Assignment

You may not transfer or assign these Terms, or any rights granted by these Terms. You agree and acknowledge that we may assign or transfer these Terms.

20.4 Severability

Should any provision of these Terms be determined to be invalid or unenforceable under any law, rule, or regulation, such determination will not affect the validity or enforceability of any other provision of this Agreement.

20.5 Waivers

Our failure to assert any right or provision in these Terms shall not constitute a waiver of such right or provision, and no waiver of any term shall be deemed a further or continuing waiver of such or other term.

20.6 Entire Agreement

This Agreement including the Privacy Policy referenced herein, represent the entire understanding between us and you with respect to the matters discussed. Headings are included for convenience only, and shall not be considered in interpreting these Terms.

20.7 Notices

You agree to accept communications from us in an electronic format, and agree that all terms, conditions, agreements, notices, disclosures or other communications that we provide to you electronically will be considered to be “in writing”.

20.8 Governing Law; Arbitration

This Agreement will be governed by and construed in accordance with the laws of India without reference to conflict of law or choice of law provisions, and applicable federal law. If a disagreement or dispute in any way involves the Services or these Terms and cannot be resolved between you and us with reasonable effort, the disagreement or dispute shall be resolved exclusively by final and binding administration by the Indian Council of Arbitration ("ICA"), and will be conducted before a single arbiter pursuant to the applicable Rules and Procedures established by the ICA. You agree that the arbitration shall be held in India, or at any other location that is mutually agreed upon by you and us. You agree that, unless prohibited by law, there shall be no authority for any claims to be arbitrated on a class or representative basis, and arbitration will only decide a dispute between you and us. Arbitration proceedings must be initiated within one (1) year after the disagreement or dispute arises. If any part of this Arbitration clause is later deemed invalid as a matter of law, then the remaining portions of this section shall remain in effect, except that in no case shall there be a class arbitration.

20.9 Amendment

We may update or change these Terms from time to time by posting the amended Terms on our website. Such updates or changes shall be effective at the time of posting. If you continue to use the Services after we provide notice of such changes, your continued use constitutes an acceptance of the amended Terms and an agreement to be bound by them. If you do not agree to the amended Terms, you must close your UT-PAY account per the termination section of this agreement and discontinue your use of the Services.

20.10 Force Majeure

Neither you nor we will be liable for delays in processing or other non-performance caused by such events as fires, telecommunications, utility, or power failures, equipment failures, labor strife, riots, war, nonperformance of our vendors or suppliers, acts of God, or other causes over which the respective party has no reasonable control; provided that the party has procedures reasonably suited to avoid the effects of such acts.

Questions? Concerns? Suggestions?

Please contact us to report any violations of these Terms of Service or to pose any questions regarding these Terms of Service or the Service.