

Payibles Inc. TERMS OF SERVICE

THIS AGREEMENT CONTAINS VERY IMPORTANT INFORMATION REGARDING YOUR RIGHTS AND OBLIGATIONS, AS WELL AS CONDITIONS, LIMITATIONS AND EXCLUSIONS THAT MIGHT APPLY TO YOU. PLEASE READ IT CAREFULLY.

These Terms of Service and any amendments and restatements hereof (the “**Agreement**”) form a legal agreement covering the provision of services from Payibles to you, including offering a marketplace to enable buyers and sellers of “Digital Assets” (such term to be broadly understood to include digital currencies such as Bitcoin, Tether, and others, supported by a Payibles wallet) to engage in transactions with each other (the “**Marketplace**”), offering hosted digital wallet services, holding and releasing Digital Assets as instructed upon completion of a purchase of Digital Assets and any other services described in this Agreement (collectively the “**Services**” and individually, a “**Service**”) provided by Payibles, Inc. and all of its affiliates, including but not limited to Payibles, Inc. (collectively, “Payibles” or “**we**” or “**us**” or the “company”) to you as an individual (also referred to as a “**user**” or “**you**”). Payibles.com and its related Services are owned and operated by Payibles. Your use of the Services will be governed by this Agreement, along with our [Privacy Policy](#), [Cookie Policy](#), and E-Sign Consent.

THESE TERMS REQUIRE THE USE OF ARBITRATION TO RESOLVE DISPUTES RATHER THAN JURY TRIALS OR CLASS ACTIONS.

By signing up to use an account through Payibles.com, or any associated websites, APIs, or mobile applications, including any URLs operated by Payibles (collectively the “**Payibles Website**” or the “**Website**”), you agree that you have carefully and thoroughly read, understand, and accept all of the terms and conditions contained in this Agreement including our [Privacy Policy](#), [Cookie Policy](#), and E-Sign Consent.

THE VALUE OF DIGITAL ASSETS CAN GO UP OR DOWN AND THERE CAN BE A SUBSTANTIAL RISK THAT YOU LOSE MONEY BUYING, SELLING, HOLDING, OR INVESTING IN DIGITAL ASSETS. YOU SHOULD CAREFULLY CONSIDER WHETHER TRADING OR HOLDING DIGITAL ASSETS IS SUITABLE FOR YOU IN LIGHT OF YOUR FINANCIAL CONDITION.

About Payibles and its Services

Payibles is a leading peer-to-peer marketplace to facilitate the purchase and sale of Digital Assets in exchange for their Digital Assets. Payment methods are negotiated and exchanged on a peer-to-peer basis between the buyers in the Marketplace (“**Buyers**”) and sellers in the Marketplace (“**Sellers**”). Our users agree upon which payment methods to use to complete a transaction and are fully responsible and liable for using such payment methods in a lawful manner.

Payibles also offers hosted digital wallet services through a leading global digital asset wallet provider. Our worldwide userbase is able to post offers to either buy or sell Digital Assets in a variety of convenient methods. The creator of the offer is responsible for listing terms of the transaction, including the payment methods the Seller will accept. Once an offer is selected by another Payibles user, the Seller's Digital Assets are locked as part of our transaction procedures until all conditions necessary to consummate the transaction have occurred. The sale is complete and Digital Assets are unlocked and released to the Buyer by the Seller once the Buyer has completed the terms of the transaction and payment has been confirmed valid and received by the Seller. PAYIBLES DOES NOT ACT AS A PAYMENT PROCESSOR. ALL LIABILITY FOR SENDING AND RECEIVING PAYMENT AND CONFIRMING THE VALIDITY OF THE TRANSACTIONS LIE BETWEEN THE BUYER AND SELLER. The Digital Assets we lock are released back to the Seller if the Buyer chooses to cancel the transaction. The Seller may not cancel the transaction at any point. The Seller only has the option to unlock the Digital Assets and release it to the Buyer. This is for the security protection for the Buyer. Should a Seller need to cancel the transaction due to a Buyer not following the terms of the transaction, they must start a dispute and provide a reason for doing so as further described in Section 8 of this Agreement. Transactions on our Website are conducted between the Buyers and Sellers. Accordingly, Payibles is not a party to any transaction.

The hosted digital currency wallet service provided by Payibles is a secure method of storing, sending, and receiving digital currency. Payibles does not store or custody any Digital Assets. Digital Assets are always stored on its respective networks or blockchains. All digital currency transactions occur within the digital currency network, not on Payibles. There are no guarantees that the transaction will process on the digital currency network. Payibles reserves the right to refuse to process any transaction if required by law or if we deem the transactions to be against our terms and conditions in this Agreement. You hereby accept and acknowledge that you take full responsibility for all activities that occur under your wallet and accept all risks of any authorized or unauthorized access to your wallet, to the maximum extent permitted by law.

1. GENERAL

1. We reserve the right to amend, modify, change or revise this Agreement at any time, in our sole and absolute discretion and without prior notice. Any such changes in respect of your use of the Services will take effect when posted on the Payibles Website and not retroactively. If you have supplied us with an email address, we may also notify you by email that the Agreement has been revised. If you do not agree to the terms of the revised Agreement, your sole and exclusive remedy is to promptly terminate your use of the Services and close your account.
2. It is your responsibility to read the Agreement carefully and periodically review this Agreement as posted on the Payibles Website. Your

continued use of the Services shall signify your acceptance to be bound by the then-current Agreement.

3. Failure or delay by Payibles in enforcing or partially enforcing any provision of the Agreement shall not be construed as a waiver of any of our rights or remedies.

2. ACCOUNT & REGISTRATION

1. In order to use the Services, you will need to register an account through our Website. During the registration process, we will ask you for certain information, including but not limited to, your name, address and other personal information to verify your identity. We may, in our sole and absolute discretion, refuse to maintain an account for you. You hereby accept and acknowledge that you: (a) are of legal age in your respective jurisdiction to agree to this Agreement; and (b) have not previously been suspended or removed from using our Services.
2. By using your account, you agree and represent that you will use our Services for yourself and you may not use your account to act as an intermediary or broker for any other third party, person or entity. Unless expressly authorized by Payibles, you are only allowed to have one account and are not allowed to sell, borrow, share or otherwise make available your account or any detail necessary to access your account to people or entities other than yourself. You are solely responsible and liable for maintaining adequate security and control of any and all usernames, email addresses, passwords, two-factor authentication codes or any other codes or credentials that you use to access the Services. Your account must not contain misleading or fraudulent information. Creating false information for your account, falsifying your country of origin or providing fraudulent identification documents is strictly prohibited.
3. During the registration of your account, you agree to provide us with the information we request for the purposes of identity verification and the detection of money laundering, terrorist financing, fraud, or any other financial crime and permit us to keep a record of such information. You will need to complete certain verification procedures before you are permitted to use the Services, which procedures may be modified as a result of information collected about you on an ongoing basis. The information we request may include certain personal information, including, but not limited to, your name, address, telephone number, e-mail address, date of birth, social security number, taxpayer identification number, and a government identification. In providing us with this or any other information that may be required, you confirm that all of the information is true, accurate and not misleading. You agree to promptly keep us updated if any of the information you provide changes. **YOU AUTHORIZE US TO MAKE INQUIRIES, WHETHER DIRECTLY OR THROUGH THIRD PARTIES,**

THAT WE CONSIDER NECESSARY TO VERIFY YOUR IDENTITY OR PROTECT YOU AND/OR US AGAINST FRAUD OR OTHER FINANCIAL CRIME, AND TO TAKE ACTION WE DEEM NECESSARY BASED ON THE RESULTS OF SUCH INQUIRIES. WHEN WE CARRY OUT THESE INQUIRIES, YOU ACKNOWLEDGE AND AGREE THAT YOUR PERSONAL INFORMATION MAY BE DISCLOSED TO CREDIT REFERENCE AND FRAUD PREVENTION OR FINANCIAL CRIME AGENCIES AND THAT THESE AGENCIES MAY RESPOND TO OUR INQUIRIES IN FULL.

4. If you are using the Services on behalf of a legal entity such as a corporate entity, you further represent and warrant that: (i) the legal entity is duly organized and validly existing under the applicable laws of the jurisdiction of its organization; and (ii) you are duly authorized by such legal entity to act on its behalf. A corporate-verified account is specific to that legal entity and can only be used by the person who registered it. Corporate accounts are not allowed to be shared with or used by other individuals or entities. Corporate accounts that are verified are allowed the following limited exemptions:
 - An approved corporate account may have several active user accounts at any time, provided they are all company-verified and operated by designated employees of the company that have been previously disclosed and approved by Payibles in its sole and absolute discretion;
 - Corporate accounts may only have one active offer for a specific transaction at any one time and are not allowed to have multiple offers for such specific transaction from their other corporate accounts.
5. You are solely responsible for creating a strong password and maintaining adequate security and control of any and all IDs, passwords, hints, personal identification numbers (PINs), API keys or any other codes that you use to access our Services. Any loss or compromise of the foregoing information and/or your personal information may result in unauthorized access to your account by third parties and the loss or theft of any Digital Assets and/or funds associated with your account, including your linked payment methods. You are solely responsible for keeping your email address, telephone number and other contact details up to date in your account profile in order to receive any notices or alerts that we may send you. **You should never allow remote access or share your computer screen with someone else when you are logged on to your account. We assume no responsibility for any loss that you may sustain due to compromise of account login credentials due to no fault of Payibles and/or your failure to follow or act on any notices or alerts that we may send to you.**
6. To use our Services you may need to fulfill certain legal obligations in your country and/or state of residence. By accepting these terms in this Agreement, you confirm that you have reviewed your local laws and

regulations and that you are aware of, and fulfill, any and all such obligations. Due to legal or regulatory prohibitions, we do not offer the use of our Services in certain jurisdictions. By accepting the terms in this Agreement, you confirm that you are not a resident or governed by the laws and regulations of those jurisdictions.

7. We may not make all of the Services available in all markets and jurisdictions and may restrict or prohibit use of all or a portion of the Services from certain jurisdictions (“**Restricted Jurisdictions**”). At this time, Restricted Jurisdictions include those that are identified on our [“List of Banned Countries”](#), and the States of Washington and New York. Additionally, the Services are not available with respect to the digital currency, Tether (USDT), to users residing in the State of Texas. You must not attempt to use our Services if you are located in any of those Restricted Jurisdictions. You must not attempt to circumvent any restrictions imposed via the Services, such as by obscuring your IP address or submitting any inaccurate information regarding your location.

3. JURISDICTION, ARBITRATION & SEVERABILITY

1. This Agreement and your use of the Website and Services shall be governed by and construed in accordance with the State of Delaware, without regard to principles of conflict of laws.
2. **Arbitration. You and Payibles agree that any dispute arising out of or relating to this Agreement or the Services, shall be finally settled in binding arbitration, on an individual basis. Subject to applicable jurisdictional requirements, consumer claimants (individuals whose transaction is intended for personal, family, or household use) may elect to pursue their claims in their local small-claims court rather than through arbitration so long as their matter remains in small claims court and proceeds only on an individual (non-class or non-representative) basis.**
3. If any part of this Agreement is held by any arbitrator or court to be invalid or unenforceable in whole or in part, the validity or enforceability of the other sections of these terms and conditions shall not be affected. Any headings contained in this Agreement are for informational purposes only and are not enforceable provisions of this Agreement.

4. PRIVACY POLICY & SECURITY

1. We endeavor to take all reasonable steps to protect your personal information. However, we cannot guarantee the security of any data you disclose online. You accept the inherent security risks of providing information and dealing online over the Internet and will not hold us

responsible for any breach of security unless this is due to our negligence.

5. NO WARRANTY, LIMITATION OF LIABILITY & ASSUMPTION OF RISK

1. THE SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT ANY GUARANTEES, REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, PAYIBLES SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT. PAYIBLES DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES THAT ACCESS TO THE WEBSITE, ANY PART OF THE SERVICES, OR ANY OF THE MATERIALS CONTAINED THEREIN, WILL BE CONTINUOUS, UNINTERRUPTED, TIMELY, OR ERROR-FREE. PAYIBLES IS NOT LIABLE FOR ANY DISRUPTION OR LOSS A USER MAY SUFFER. YOU HEREBY ACKNOWLEDGE AND AGREE THAT YOU HAVE NOT RELIED UPON ANY OTHER STATEMENT OR UNDERSTANDING, WHETHER WRITTEN OR ORAL, WITH RESPECT TO YOUR USE AND ACCESS OF THE SERVICES AND WEBSITE. WITHOUT LIMITING THE FOREGOING, YOU HEREBY ACKNOWLEDGE AND ACCEPT THE VARIOUS RISKS INHERENT TO USING DIGITAL CURRENCY INCLUDING BUT NOT LIMITED TO HARDWARE FAILURE, SOFTWARE ISSUES, INTERNET CONNECTION FAILURE, MALICIOUS SOFTWARE, THIRD PARTY INTERFERENCE LEADING TO LOSS OR LACK OF ACCESS TO YOUR ACCOUNT OR WALLET AND OTHER USER DATA, SERVER FAILURE OR DATA LOSS. YOU ACCEPT AND ACKNOWLEDGE THAT PAYIBLES WILL NOT BE RESPONSIBLE FOR ANY COMMUNICATION FAILURES, DISRUPTIONS, ERRORS, DISTORTIONS OR DELAYS YOU MAY EXPERIENCE WHEN USING THE SERVICES, HOWEVER CAUSED.
2. IN NO EVENT SHALL PAYIBLES, ITS AFFILIATES AND SERVICE PROVIDERS, OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, ADVISORS, CONSULTANTS OR REPRESENTATIVES, BE LIABLE (A) FOR ANY AMOUNT GREATER THAN THE VALUE OF TOTAL FEES PAID BY YOU FOR THE SERVICE THAT IS SUBJECT OF THE CAUSE OF ACTION IN THE TWELVE (12) MONTHS PRIOR TO THE LOSS ARISING OR (B) FOR ANY LOST PROFITS, DIMINUTION IN VALUE OR BUSINESS OPPORTUNITY, ANY LOSS, DAMAGE, CORRUPTION OR BREACH OF DATA OR ANY OTHER INTANGIBLE PROPERTY OR ANY SPECIAL, INCIDENTAL, INDIRECT, INTANGIBLE, OR CONSEQUENTIAL DAMAGES, WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE,

ARISING OUT OF OR IN CONNECTION WITH AUTHORIZED OR UNAUTHORIZED USE OF THE SITE OR THE SERVICES, OR THIS AGREEMENT, EVEN IF AN AUTHORIZED REPRESENTATIVE OF PAYIBLES HAS BEEN ADVISED OF OR KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE, EXCEPT TO THE EXTENT OF A FINAL JUDICIAL DETERMINATION THAT SUCH DAMAGES WERE A RESULT OF PAYIBLES'S GROSS NEGLIGENCE, FRAUD, WILLFUL MISCONDUCT OR INTENTIONAL VIOLATION OF LAW. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

3. We do not own or control the underlying software protocols which govern the operation of Digital Assets. Generally, the underlying protocols are open source, and anyone can use, copy, modify, and distribute them. We assume no responsibility for the operation of the underlying protocols and we are not able to guarantee the functionality or security of network operations. In particular, the underlying protocols may be subject to sudden changes in operating rules (including “forks”). Any such material operating changes may materially affect the availability, value, functionality, and/or the name of such digital currency. Payibles does not control the timing and features of these material operating changes. It is your responsibility to make yourself aware of upcoming operating changes and you must carefully consider publicly available information and information that may be provided by Payibles in determining whether to continue to use the Services. In the event of any such operational change, Payibles reserves the right to take such steps as may be necessary to protect the security and safe operation of its platform, including temporarily suspending operations for the involved digital currency(ies), and other necessary steps. Payibles will use its reasonable efforts to provide you notice of its response to any material operating change; however, such changes are outside of our control and may occur without notice to Payibles. Our response to any material operating change is subject to our sole discretion and includes deciding not to support any new fork or other actions. You acknowledge and accept the risks of operating changes to Digital Assets' protocols and agree that Payibles is not responsible for such operating changes and not liable for any loss of value you may experience as a result of such changes in operating rules. You acknowledge and accept that Payibles has sole discretion to determine its response to any operating change and that we have no responsibility to assist you with unsupported currencies or protocols.
4. In using our Services, you may view content or utilize Services provided by third parties, including hyperlinks to third-party websites and services of such parties (“**3rd party content**”). We do not endorse, adopt or control any 3rd party content and will have no responsibility or liability for such 3rd party content whatsoever. In addition, your dealings

or correspondence with such third parties are solely between you and the third parties. We are not responsible or liable for any loss or damage of any sort incurred as a result of any such dealings and you understand that your use of 3rd party content, and your interactions with third parties, is solely at your own risk.

5. For the avoidance of doubt, Payibles does not provide investment, tax, or legal advice. Payibles does not offer securities services or investment advice. All transactions through our Marketplace are conducted on a peer-to-peer basis between the Seller and Buyer and you are solely responsible for determining whether any investment, investment strategy or related transaction is appropriate for you based on your personal investment objectives, financial circumstances and risk tolerance. You should consult your legal or tax professional regarding your specific situation. From time to time, we may provide educational information about our platform and products, in order to assist users in learning more about our Services. Information may include, but is not limited to, blog posts, articles, links to 3rd party content, news feeds, tutorials, and videos. The information provided on the Website or any third-party sites does not constitute investment advice, financial advice, trading advice, or any other sort of advice, and you should not treat any of the Website's content as such. Before making the decision to buy, sell or hold any Digital Assets, you should conduct your own due diligence and consult your financial advisors before making any investment decision. Payibles will not be held responsible for the decisions you make to buy, sell, or hold Digital Assets based on the information provided by Payibles.
6. You agree that we are not liable for any price fluctuations in Digital Assets. In the event of market disruption or a Force Majeure event (as described in Section 17), we may do one or more of the following: (a) suspend access to the Services; or (b) prevent you from completing any actions via the Services. We will not be liable for any losses suffered by you resulting from such actions. Following any such event, when Services resume, you acknowledge that prevailing market rates may differ significantly from the rates available prior to such event.
7. We make no warranty that the Website, or the server that makes it available, are free of viruses or errors, that its content is accurate, that it will be uninterrupted, or that defects will be corrected. We will not be responsible or liable to you for any loss of any kind, from action taken, or taken in reliance on material, or information, contained on the Website.

6. RELEASE OF PAYIBLES & INDEMNITY

1. If you have a dispute with one or more users of our Services, you release Payibles, its affiliates and service providers, and each of its or their respective officers, directors, employees, agents and

representatives, 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. You agree to indemnify and hold Payibles, its affiliates and each of its or their respective officers, directors, employees, agents and representatives, harmless from any claim or demand (including attorneys' fees and any fines, fees or penalties imposed by any regulatory authority) arising out of or related to your breach of this Agreement or your violation of any law, rule or regulation, or the rights of any third party.

7. TRANSACTIONS ON PAYIBLES'S MARKETPLACE

The Website allows users to solicit offers to buy or sell Digital Assets.

When a user initiates a transaction for the purchase or sale of Digital Assets, the transaction is consummated pursuant to this Agreement and to the additional terms, if any, detailed by the user or the user's counterparty. A step-by-step guide on buying and selling Digital Assets on the Payibles Marketplace can be found.

The following general terms apply to each transaction described below:

1. Buying Digital Assets via soliciting an offer.

When purchasing Digital Assets on the Payibles Marketplace:

1. There are no fees for Payibles as part of a transaction that are payable by Buyers on our Marketplace.
2. Offers from Payibles counterparties have their own terms and conditions and each offer will vary in exchange rate, speed of exchange, and other terms and conditions imposed by a Seller. By accepting a Seller's offer you agree to be bound by the terms and conditions of that offer. The terms and conditions specified by the Seller are valid in all cases except when they contradict or violate this Agreement, are illegal, are unreasonable or otherwise difficult to comply with (as determined in PAYIBLES'S sole and absolute discretion), or if both users of the transaction consent to alter the terms and conditions of such offer. **IT IS YOUR RESPONSIBILITY TO CAREFULLY READ THE SELLER'S OFFER TERMS AND CONDITIONS AND FOLLOW THEM EXACTLY. IF YOU DO NOT FOLLOW THE OFFER TERMS AND CONDITIONS, YOUR PAYMENT WILL NOT BE ACCEPTED. NEVER SUBMIT PAYMENT UNLESS YOU HAVE FOLLOWED ALL TERMS AND CONDITIONS LISTED IN THE OFFER. IF YOU SUBMIT PAYMENT WITHOUT FOLLOWING THE TERMS AND CONDITIONS, PAYIBLES CANNOT ASSIST YOU IN A DISPUTE PROCESS TO RECOVER YOUR PAYMENT.**

3. Payment verification and providing instruction to unlock Digital Assets from Payibles are the sole obligations of the Seller and not that of Payibles. If the Seller does not release the Digital Assets to you upon proper completion of the Seller's terms and conditions, promptly report the issue via the designated dispute button within the particular transaction chat. Payibles support will review and settle the dispute. This dispute resolution process is further described below in "Section 8 - Disputing Transactions Via PAYIBLES'S Dispute Resolution Process." If you do not follow this dispute resolution process, Payibles will be unable to assist you with this matter.

2. Selling Digital Assets

When selling Digital Assets on the Payibles Marketplace:

0. Sellers must verify and process the payment in a reasonable amount of time, and within a certain amount of time as specified in the offer terms. Once the Buyer has submitted payment to you in accordance with the offer terms, it is your sole duty and responsibility to promptly verify and process the payment and then unlock the Digital Assets from Payibles and release it to the Buyer. If you do not follow the instructions on the offer, you may not be entitled to a return of your locked Digital Assets.
1. As a Seller you accept all risks and liabilities for any violation of this Agreement incurred through the sale of Digital Assets. All taxes to be paid are your responsibility. Payibles charges a fee to you as the Seller of Digital Assets for locking Digital Assets in Payibles subject to a sale. Unless determined otherwise in PAYIBLES'S sole and absolute discretion, Payibles shall not reimburse any losses to the Seller whether due to a violation of this Agreement, fraud or otherwise and our fee will not be refunded under any circumstances.
2. Any payment received should be fully processed and confirmed as received by you before unlocking the Digital Assets from Payibles Escrow. Payibles is not responsible for your loss if you prematurely unlock Digital Assets before payment has been properly verified and received by you. You must be attentive and responsive to your Buyer. You should deactivate any inactive offers.
3. Any advertisement of your own website in any section of PAYIBLES'S Marketplace (such as your bio, offer terms or transaction chat) that would facilitate buying or selling Digital Assets outside of PAYIBLES'S Services is strictly prohibited. In limited instances, it is permissible to share your website that is created solely for the Seller to receive payment in order to complete the transaction (i.e. trusted third party debit/credit card processing) in the transaction instructions; provided that the use

of such external websites are made clear in the offer terms and such websites may not contain any other advertisements or your contact information.

3. Compliance

0. Payibles and the Services are not affiliated or associated with, nor endorsed or sponsored by any third party, including but not limited to any gift card issuer. Designated trademarks, brands, and other identifiers are solely the property of their respective owners. Payibles and its Services are not endorsed, sponsored, associated or affiliated in any way by or with such owners.
 1. Payibles is not a licensed gift card vendor or authorized dealer of any gift card issuer. Any gift cards you receive directly from a user using the Payibles Marketplace are subject to the terms and conditions of the third-party merchant with whom it is redeemable (“**Issuer**”). Payibles is not responsible for the acts or omissions of any Issuer(s), or any fees, expiration dates, penalties or terms and conditions associated with the Issuer’s gift card received using the Payibles Marketplace. By receiving the gift card from a user, you acknowledge that you have read the gift card’s terms and conditions, and represent to Payibles that you are eligible to use such gift cards under the gift card Issuer’s terms and conditions, or under applicable law.
 2. BROKERING OR RESELLING OF GIFT CARDS IS STRICTLY PROHIBITED ON OUR WEBSITE AND MARKETPLACE. YOU MUST BE THE RIGHTFUL OWNER OF THE GIFT CARD AND AT PAYIBLES’S REQUEST YOU AGREE TO PROVIDE PAYIBLES WITH VALID PROOF OF OWNERSHIP OF YOUR GIFT CARD (SUCH AS A RECEIPT). PAYIBLES MAKES NO CLAIM, REPRESENTATION OR GUARANTEE THAT ANY THIRD-PARTY PAYMENT METHODS ON THE WEBSITE PERMIT TRANSACTIONS VIA PAYIBLES’S SERVICE, OR THAT ANY THIRD-PARTY PAYMENT METHODS ON OUR WEBSITE SUPPORT OR ARE SUPPORTED BY OUR SERVICES. YOU SHOULD NOT USE SUCH THIRD-PARTY PAYMENT METHODS WITH PAYIBLES IF SUCH THIRD-PARTY DOES NOT PERMIT IT
 3. YOU ARE WHOLLY RESPONSIBLE TO COMPLY WITH ALL LAWS AND REGULATIONS FOR THE JURISDICTION(S) IN WHICH YOUR TRANSACTION TAKES PLACE.
 4. All transactions must take place within Payibles. Taking transactions outside the Payibles platform or exchanging external contact details are strictly prohibited.
4. Transfer Limitations. We may, in our sole discretion, impose limitations or restrictions on the size, type, or manner of any proposed transfer

transactions, such as a limit on the total amount of Digital Assets that may be posted for sale.

5. No Guarantee. Payibles does not guarantee that you will be able to sell Digital Assets on its Marketplace. The act of buying or selling Digital Assets via PAYIBLES'S Marketplace does not guarantee that you will be able to buy or sell Digital Assets via the Marketplace at a later time.
6. Relationship. Nothing in this Agreement is intended to nor shall create any partnership, joint venture, agency, consultancy or trusteeship, you and Payibles being with respect to one another independent contractors.
7. Accuracy of Information. You represent and warrant that any information you provide via the Services is accurate and complete. You accept and acknowledge that Payibles is not responsible for any errors or omissions that you make in connection with any transaction initiated via the Services, for instance, if you mistype a Wallet address or otherwise provide incorrect information. We strongly encourage you to review your transaction details carefully before completing them via the Services.
8. No Cancellations or Modifications; Wallet Activities. Once transaction details have been submitted to the digital currency network via the Services, Payibles cannot assist you with canceling or otherwise modifying your transaction. Payibles has no control over any digital currency network and does not have the ability to facilitate any cancellation or modification requests. Payibles does not store or custody any locked Digital Assets. Digital Assets are always recorded on their respective networks or blockchains. All digital currency transactions occur within the digital currency network, not on Payibles. There are no guarantees that the transaction will process on the digital currency network. Payibles reserves the right to refuse to process any transaction if required by law or if we deem the transactions to be against our terms and conditions in this Agreement. You hereby accept and acknowledge that you take full responsibility for all activities that occur under your Wallet and accept all risks of any authorized or unauthorized access to your Wallet, to the maximum extent permitted by law.
9. Taxes. It is your responsibility to determine what, if any, taxes apply to the transactions for which you have submitted transaction details via the Services, and it is your responsibility to report and remit the correct tax to the appropriate tax authority. You agree that Payibles is not responsible for determining whether taxes apply to your digital currency transactions or for collecting, reporting, withholding or remitting any taxes arising from any digital currency transactions.
10. User Reputation. When you engage in a Transaction, we allow other users to provide feedback on their interaction with you. We also permit users to file reports if the users believe you have violated this

Agreement in any way. These reports are confidential, but we may use them in connection with a dispute as described in Section 8.

11. Transaction History. You may view your transaction history through your Account. You agree that the failure of the Services to provide such confirmation shall not prejudice or invalidate the terms of such transaction.
12. Payibles Pay. Payibles has authorized certain merchants to accept Payibles as a payment method for purchases of goods and services online (the “**Authorized Merchants**”). You may pay an Authorized Merchant by selecting the “Payibles Pay” option at check-out or at the time of payment. Payibles Pay will direct you to our Marketplace to access the Digital Assets available in your account or connect you to a Seller. If you purchase Digital Assets from a Seller to complete the transaction, the terms set forth in Section 7.1 of this Agreement will apply.
13. Merchant Goods. Payibles is not responsible for any goods or services that you may purchase from an Authorized Merchant using your account or the Payibles Pay product. If you have a dispute with any Authorized Merchant, you should resolve the dispute directly with that Authorized Merchant.
14. Returns, Refunds. When you purchase a good or service from a third party using your Account, it is final. We do not process refunds or returns. An Authorized Merchant may offer you a return, store credit or a gift card in its sole discretion and in accordance with its policies.
15. Payibles charges fees for Services, applicable fees will be displayed prior to you using any Service to which a fee applies. See “[Payibles Fees](#)” for further details. Our fees are subject to change and Payibles reserves the right to adjust its pricing and fees and at any time.

8. DISPUTING TRANSACTIONS VIA PAYIBLES’S DISPUTE RESOLUTION PROCESS

1. Disputing Transactions. In most cases, the easiest way to settle a dispute is for Buyers and Sellers to communicate, work together to figure out what happened, and come to an agreeable solution. When a Buyer and a Seller cannot come to an agreeable solution, PAYIBLES’S support team (“**Payibles Support**”) can help. Either party can initiate the dispute resolution process (“**disputed transaction**” or “**dispute**”) with respect to a transaction. Disputes can only be initiated on transactions that are marked as fully paid by the Buyer. Transactions that are not marked as fully paid by the Buyer, cancelled by the Buyer, automatically cancelled due to expiration of the timeframe set forth in the offer, already disputed and resolved or where the Seller has

released the Digital Assets to the Buyer generally cannot be disputed, reversed, or altered.

2. Dispute Resolution Process. Below are the steps Payibles Support takes in the event of a dispute.

0. *Initiation*

You can initiate a dispute by logging into your Payibles Account, opening the transaction you would like to dispute and selecting the “dispute” button. The “dispute” button will only appear active if the transaction has been marked as fully paid by the Buyer. Once you initiate a dispute, you will select the type of dispute from the options presented and describe the issue giving rise to your dispute.

The options presented for describing your dispute if you are a Seller are as follows:

- Coinlocker (i.e. an unresponsive Buyer) – the Buyer has marked the transaction as fully paid, but is unresponsive and inactive.
- Payment issue – the Buyer is active and has attempted to pay, but there are issues with the payment.
- Other – an open option where you can describe what issue gave rise to the dispute. The Buyer will be able to view your description.

The options presented for describing your dispute if you are a Buyer are as follows:

- Unresponsive vendor – you have paid, but the Seller is unresponsive and inactive.
- Payment issue – you have made the payment, but the Seller claims there are issues with the payment and refuses to release the Digital Assets.
- Other – an open option where you can describe what issue gave rise to the dispute. The Seller will be able to view your description.

1. *Notification*

Once a dispute has been submitted, Payibles Support will provide the other party with notification by email and by sending a message through the transaction chat feature available to Buyers and Sellers in the Marketplace alerting such party that a dispute has been initiated. If one of your transactions is being disputed, Payibles Support will tell you which transaction is being disputed and why the transaction is being disputed.

2. *Response*

Review the dispute and provide Payibles Support with an explanation of what happened. Include any evidence you have to support your explanation, such as proof of payment, proof of ownership or proof that you have or have not received payment.

3. *Payibles Review*

Disputed transactions will be investigated by Payibles Support and a decision will be made based upon evidence provided by both parties. Payibles Support resolves disputes by evaluating various factors as described below in Section 8.

3. Dispute Review. During a dispute review, Payibles Support may give you instructions that you are required to follow. The instructions given to you may require you to provide additional evidence, such as additional ID verification, proof of payment, any photo, audio, or video evidence, or any other documents deemed relevant by Payibles and may require you to provide such evidence within a specified timeframe. Failure to follow the instructions may lead to the dispute being resolved against you. Payibles Support will typically provide notice of its decision via the transaction chat feature in the Marketplace within 30 days of receiving the dispute, but under some circumstances, it may take longer.
4. Unresponsiveness. When you are involved in a transaction, it is important that you remain active and available from the time the transaction is started to the time that the transaction is completed, canceled, or resolved. This means that you must be able to provide a response to a request by Payibles Support in a disputed transaction within the time specified by Payibles Support or you may be deemed as unresponsive and the dispute may be resolved against you.
5. Chargebacks. A party may face additional risks depending on the payment method used for the transaction even if PAYIBLES'S dispute resolution process finds in favor of such party. The dispute resolution process set forth in this Agreement is separate from any remedies a Buyer or Seller may have through the payment method used in connection with a transaction. Payibles is not obligated to initiate or handle chargebacks and is not liable if a party reverses, charges back, or otherwise disputes a transaction via an avenue made available to the party through the payment method used in the transaction, including after a dispute is closed.
6. Dispute Resolution. A disputed transaction is most commonly resolved by Payibles Support moving the Digital Assets subject to the dispute to the Buyer or the Seller of the disputed transaction once the dispute resolution process is complete.

Below are selected situations to provide you with insight as to how Payables may resolve a disputed transaction. This is not meant to be an exhaustive list. The resolution of any dispute will be impacted by the specific facts of the dispute and evidence provided by the users.

Payables Support may resolve a dispute in the Buyer's favor when at least one of the following criteria are met:

- The Buyer has made payment according to the initial instructions provided by the Seller pursuant to the transaction offer and the Buyer has provided sufficient proof that the payment was made according to these instructions. It is a violation of this Agreement for a Seller to refuse to complete a transaction once the Buyer has satisfied all of the Seller's terms and conditions as posted at the time the Buyer accepted and paid for the transaction.
- The Seller has become unresponsive and has not provided a sufficient response within the timeframe requested by Payables Support.
- The payment is made to a third party to the transaction or the payment is made to a payment account not registered in the name of the Seller.

Payables Support may resolve a dispute in the Seller's favor when one of the following criteria are met:

- The Buyer has not provided payment, not provided payment in full or not provided payment according to the initial instructions provided by the Seller pursuant to the transaction offer.
- The payment made by the Buyer has been held, suspended, frozen or stopped by the payment provider or processor. This includes situations in which the Buyer has charged back or disputed a payment via its bank or payment card issuer.
- The Buyer has become unresponsive and has not provided a sufficient response within the timeframe requested Payables Support.
- The payment is made by a third party to the transaction or the payment is made from a payment account not registered in the name of the Buyer.

If the Buyer or the Seller of a disputed transaction provides fraudulent information or fraudulent documents or makes false claims or otherwise uses deceptive tactics, the dispute may be immediately resolved against such user and such user's account may be immediately suspended or terminated at the sole discretion of Payables Support.

In some situations where neither party fulfills the criteria, or it is in other ways unclear or not possible to determine which party has fulfilled the

dispute resolution criteria in PAYIBLES'S sole and absolute discretion, Payibles may decide to resolve the dispute by splitting the Digital Assets subject to the dispute between the Buyer and the Seller evenly or unevenly.

7. Appeal. If you believe Payibles has resolved a dispute in a way which is not in accordance with this Agreement, you have a right to request an appeal. To request an appeal, you need to promptly notify us in writing by contacting Payibles customer support no later than 10 calendar days after notice of Payibles Support's decision is delivered to you and provide us with sufficient details and evidence supporting your case for request. Your appeal should specifically identify how you believe Payibles incorrectly resolved the dispute as per the terms of this Agreement and provide evidence of such incorrect decision.

Please be reminded that whether during the dispute process or generally any time when using our Services, you are obligated to keep a civil tone and be respectful to other users and Payibles Support. See generally, "Section 13 - Prohibited Use".

8. Finality. You acknowledge and agree that PAYIBLES'S decision regarding a dispute is conclusive, final and binding as described in this Agreement. Payibles will have no liability to either a Buyer or a Seller in connection with its decisions.

9. FEES FOR USING PAYIBLES SERVICES

1. Creating a Wallet is free. Payibles charges fees for Services, applicable fees will be displayed prior to you using any Service to which a fee applies. See "[Payibles Fees](#)" for further details. Our fees are subject to change and Payibles reserves the right to adjust its pricing and fees and at any time.

10. NO RIGHT TO CANCEL SERVICES OR MINERS FEES

1. If you use a Service to which a charge applies, or you initiate a transaction with a miners fee via the Services, you will not be eligible for a refund or reimbursement once you have confirmed that you wish to proceed with the Service or transaction.

11. DISCONTINUANCE OF SERVICES

1. We may, in our sole discretion and without cost to you, with or without prior notice and at any time, modify or discontinue, temporarily or permanently, any portion of our Services.

12. SUSPENSION OR TERMINATION OF SERVICES & ACCOUNT; LIMITING ACCESS TO YOUR WALLET

1. We may in our sole and absolute discretion, immediately and without prior notice: (a) suspend, restrict, or terminate your access to any or all of the Services (including limiting access to your Wallet), and/or (b) deactivate or cancel your account if: (i) we are so required by applicable law, a facially valid subpoena, court order, or binding order of a government authority; (ii) we reasonably suspect you have or may act in violation of this Agreement; (iii) use of your account is subject to any pending litigation, investigation, or government proceeding and/or we perceive a heightened risk of legal or regulatory non-compliance associated with your account activity; (iv) our service partners are unable to support your use; (v) you take any action that we deem as circumventing our controls and procedures or (vi) we think it is necessary to do so to protect us, our users, including you, or our employees from danger or loss. If we exercise our rights to limit or refuse your access to the Services, we will not be responsible for any consequences of our refusal to give you access to the Services, including any delay, damage or inconvenience you may suffer as a result.
2. If we suspend or close your account, terminate your use of the Services for any reason, or limit access to your Wallet, we will attempt to provide you with notice of our actions unless a court order or other legal process prohibits us from providing you with such notice. YOU ACKNOWLEDGE THAT OUR DECISION TO TAKE CERTAIN ACTIONS, INCLUDING LIMITING ACCESS TO, SUSPENDING, OR CLOSING YOUR ACCOUNT OR WALLET, MAY BE BASED ON CONFIDENTIAL CRITERIA THAT ARE ESSENTIAL TO OUR RISK MANAGEMENT AND SECURITY PROTOCOLS. YOU AGREE THAT PAYIBLES IS UNDER NO OBLIGATION TO DISCLOSE THE DETAILS OF ITS RISK MANAGEMENT AND SECURITY PROCEDURES TO YOU. In the event that we suspend your account or access to your Wallet, we will remove the suspension as soon as possible once the reasons for the suspension no longer exist, however we are under no obligation to notify you as to when (if ever) such suspension will be removed.
3. If you are holding Digital Assets in your Payibles Wallet and there has been no activity in your account for a period of time prescribed by applicable law, we may be required to report such remaining Digital Assets in your account as unclaimed property in accordance with abandoned property and escheat laws. If this occurs, we will use reasonable efforts to provide written notice to you. If you fail to respond to any such notice within seven (7) business days of receipt, or as otherwise required by law, we may be required to deliver any such Digital Assets to the applicable jurisdiction as unclaimed property. We reserve the right to deduct a dormancy fee or other administrative

charges from such unclaimed Digital Assets as permitted by applicable law.

13. PROHIBITED USE

1. When accessing or using the Services, you agree that you will use the Services in accordance with the terms and conditions in this Agreement (including the Privacy Policy) and not commit any unlawful act, and that you are solely responsible for your conduct while using our Services. Without limiting the generality of the foregoing, you agree that you will not:
 0. use our Services in any manner that could interfere with, disrupt, negatively affect or inhibit other users from fully enjoying our Services, or that could damage, disable, overburden or impair the functioning of our Services in any manner;
 1. engage in any activity which could violate, or assist in violation of, any law, statute, ordinance, or regulation, sanctions programs administered in the countries where we conduct business or operations, or which would involve proceeds of any unlawful activity; publish, distribute or disseminate any unlawful material or information;
 2. interfere with another user's access to or use of any of our Services; defame, abuse, extort, harass, stalk, threaten or otherwise violate or infringe the legal rights (such as, but not limited to, rights of privacy, publicity and intellectual property) of other users; incite, threaten, facilitate, promote, or encourage hate, racial intolerance, or violent acts against others; harvest or otherwise collect information from our Website about other users;
 3. engage in any activity which operates to defraud, defame or otherwise cause any damage to Payibles or our users; or provide any false, inaccurate, deceptive or misleading information to Payibles or to another user in connection with our Services or as otherwise provided or requested pursuant to this Agreement;
 4. introduce to the Services any virus, Trojan, worms, logic bombs or other harmful material; use any robot, spider, crawler, scraper or other automated means or interface not provided by us to access our Services or to extract data; attempt to circumvent any content filtering techniques we employ, or attempt to access any service or area of our Services that you are not authorized to access; or placement anywhere within PAYIBLES'S Marketplace of any advertisement or promotion that would

facilitate buying or selling Digital Assets outside of PAYIBLES'S Services;

5. engage in transactions involving items that infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the law, or other licensed materials without the appropriate authorization from the rights holder; use of Payibles intellectual property, name, or logo, including use of PAYIBLES'S trade or service marks, without prior written consent from us or in a manner that otherwise harms Payibles or the Payibles brand; any action that implies an untrue endorsement by or affiliation with Payibles; or develop any third-party applications that interact with our Services without our prior written consent; or
6. encourage or induce any third party to engage in any of the activities prohibited under this Section 13.

14. INTELLECTUAL PROPERTY RIGHTS

1. We grant you a limited, nonexclusive, non-transferable license, subject to the terms and conditions in this Agreement, to access and use the Services, Website, and related content, materials, information (collectively, the "Content") solely for purposes approved by Payibles from time to time. Any other use of the Website or Content is expressly prohibited and all other right, title, and interest in the Services, Website or Content is exclusively the property of Payibles. You agree you will not copy, transmit, distribute, sell, license, reverse engineer, modify, publish, or participate in the transfer or sale of, create derivative works from, or in any other way exploit any of the Content, in whole or in part without the prior written consent of Payibles. You may not copy, imitate or use any of PAYIBLES'S trademarks, registered marks, logos or any of its intellectual property without PAYIBLES'S prior written consent.
2. Although we intend to provide accurate and timely information on the Payibles Website, our Website (including, without limitation, the Content) may not always be entirely accurate, complete or current and may also include technical inaccuracies or typographical errors. In an effort to continue to provide you with as complete and accurate information as possible, information may be changed or updated from time to time without notice, including without limitation information regarding our policies, products and Services. Accordingly, you should verify all information before relying on it, and all decisions based on information contained on the Payibles Website are your sole responsibility and we shall have no liability for such decisions. Information provided by third parties is for informational purposes only and Payibles makes no representations or warranties to its accuracy. Links to third-party materials (including without limitation, websites)

may be provided as a convenience but are not controlled by us. You acknowledge and agree that we are not responsible for any aspect of the information, content, or Services contained in any third-party materials or on any third-party sites accessible or linked to the Payibles Website.

15. FEEDBACK AND USER SUBMISSIONS

1. Payibles is always seeking to improve its Services and the Website. If you have ideas or suggestions regarding improvements or additions to PAYIBLES'S Services or the Website, Payibles would like to hear them; however, any submission will be subject to the terms and conditions in this Agreement.
2. Under no circumstances will any disclosure of any idea or feedback, or any related material to Payibles or any of its subsidiaries, parents or affiliated companies, or any of their officers, directors, managers, members, shareholders, employees and agents, or any of their heirs, successors, representatives and assigns (each a "Payibles Party" and collectively, the "Payibles Parties") be subject to any obligation of confidentiality or expectation of compensation.
3. By submitting an idea or feedback or any related material that would be subject to intellectual property rights (the "Work") to Payibles or any Payibles Party, you grant to Payibles, in respect of the Work submitted, a non-exclusive, perpetual, worldwide royalty free license to use all of the content of such ideas and feedback, for any purpose whatsoever. Further, you are waiving any moral rights to the fullest extent permitted under law that you may have in the Work and are representing and warranting to such Payibles Party that the Work are wholly original with you, that no one else has any rights in the Work and that all Payibles Parties are free of any royalty to implement the Work and to use the related material if so desired, as provided or as modified by any Payibles Party, without obtaining permission or license from any third party.
4. You further accept that Payibles may sub-license any of the Payibles Parties to use in any way any Work and material you have submitted.
5. We have the right to remove any posting you may make to the Website, in our absolute discretion, without warning or reasons.

16. HOW TO CONTACT US

We recommend you visit our [FAQ page](#) before contacting us. In the event the FAQ page does not contain the information you are looking for, Payibles offers 24/7 support. You may contact us through our support widget located on the FAQ page.

17. FORCE MAJEURE

1. We shall not be liable for delays, failure in performance or interruption of Service which result directly or indirectly from any cause or condition beyond our reasonable control, including but not limited to, significant market volatility, any delay or failure due to any act of God, act of civil or military authorities, act of terrorists, civil disturbance, war, strike or other labour dispute, fire, interruption in telecommunications or Internet services or network provider services, failure of equipment and/or software, other catastrophe or any other occurrence which is beyond our reasonable control and shall not affect the validity and enforceability of any remaining provisions.

18. NATURE OF AGREEMENT

1. This Agreement constitutes the entire agreement between you and Payibles with respect to the subject matter of the terms and conditions in this Agreement and this Agreement cancels and supersedes any prior understandings and agreements between you and Payibles as to that subject matter. You may not assign any of your rights or obligations under this Agreement without our prior written consent.