

PLEASE READ THESE LICENCE TERMS CAREFULLY

BY CLICKING ON THE "SIGN UP" BUTTON YOU AGREE TO THESE TERMS WHICH WILL BIND YOU.

WHO WE ARE AND WHAT THESE TERMS DOES

We Clearent LLC, t/a Xplor Pay license you to use the Xplor Pay mobile application software (**App**) and any updates or supplements to it, as permitted in these terms.

THESE TERMS CONTAIN BOTH A CLASS ACTION AND JURY TRIAL WAIVER PROVISION. BY ACCEPTING THESE TERMS, YOU EXPRESSLY AGREE TO BE BOUND BY AND ABIDE BY THEM, INCLUDING THE CLASS ACTION AND JURY TRIAL WAIVER PROVISION

YOUR PRIVACY

We only use any personal data we collect through your use of the App in the ways set out in our privacy policy <https://www.xplortechnologies.com/us/privacy-notice>. Note that you may be using a specific product or service to which a different privacy policy of a third party applies. We have no liability or responsibility for those privacy policies or the use of your personal data by such third parties.

Please be aware that internet transmissions are never completely private or secure and that any message or information you send using the App may be read or intercepted by others, even if there is a special notice that a particular transmission is encrypted.

OPERATING SYSTEM REQUIREMENTS

The App requires an iOS or Android device with a compatible operating system.

SUPPORT FOR THE APP

Support. If you want to learn more about the App or have any problems using it please take a look at our support resources at <https://support.clearent.com/knowledge-base/xplor-pay-mobile-activation-use-setup-guide/>

YOU MUST BE 18 TO ACCEPT THESE TERMS

You must be 18 or over to accept these terms.

CHANGES TO THESE TERMS

We may need to change these terms to reflect changes in law or best practice or to deal with additional features which we introduce.

We will notify you of any change(s) by email notification.

If you do not accept the notified changes you may not be permitted to continue to use the App.

UPDATE TO THE APP AND CHANGES TO THE SERVICE

From time to time we may automatically update the App to improve performance, enhance functionality, reflect changes to the operating system or address security issues. Alternatively we may ask you to update the App for these reasons.

If you choose not to install such updates or if you opt out of automatic updates you may not be able to continue using the App.

IF SOMEONE ELSE OWNS THE PHONE OR DEVICE YOU ARE USING

If you download the App onto any phone or other device not owned by you, you must have the owner's permission to do so. You will be responsible for complying with these terms, whether or not you own the phone or other device.

WE MAY COLLECT TECHNICAL DATA ABOUT YOUR DEVICE

By using the App, you agree to us collecting and using technical information about the devices you use the App on and related software, hardware and peripherals to provide and improve the App and our products and services.

WE MAY COLLECT LOCATION DATA (BUT YOU CAN TURN LOCATION SERVICES OFF)

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The App and certain third party services within the App can make use of location data sent from your devices. You can turn off this functionality at any time by turning off the location services settings for the App on the device. You acknowledge that certain third party services within the App may not function if you have turned off the use of location data.

If you use such third party services, you consent to us and our affiliates' and licensees' transmission, collection, retention, maintenance, processing and use of your location data and queries to provide and improve location-based and road traffic-based products and services.

WE ARE NOT RESPONSIBLE FOR OTHER WEBSITES YOU LINK TO

The App may contain services not provided by us and may contain links to other independent websites which are not provided by us. Such services and independent sites are not under our control, and we are not responsible for and have not checked and approved their content or their privacy policies (if any).

You will need to make your own independent judgement about whether to use any such services and independent sites, including whether to buy any products or services offered by them.

DATA CHARGES AND MOBILE PHONES

You are responsible for any mobile charges that you may incur for using the App. If you're unsure what those charges may be, you should ask your service provider before using the App.

LICENCE RESTRICTIONS

You agree that you will:

- not rent, lease, sub-license, loan, provide, or otherwise make available, the App in any form, in whole or in part to any person without prior written consent from us;
- not copy the App, except as part of the normal use of the App or where it is necessary for the purpose of back-up or operational security;
- not translate, merge, adapt, vary, alter or modify, the whole or any part of the App, nor permit the App or any part of them to be combined with, or become incorporated in, any other programs, except as necessary to use the App on devices as permitted in these terms;
- not disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of the App nor attempt to do any such things, except to the extent that (by virtue of applicable law) such actions cannot be prohibited because they are necessary to decompile the App to obtain the information necessary to create an independent program that can be operated with the App or with another program (**Permitted Objective**), and provided that the information obtained by you during such activities:
 - is not disclosed or communicated without our prior written consent to any third party to whom it is not necessary to disclose or communicate it in order to achieve the Permitted Objective; and
 - is not used to create any software that is substantially similar in its expression to the App;
 - is kept secure; and
 - is used only for the Permitted Objective;
- comply with all applicable technology control or export laws and regulations that apply to the technology used or supported by the App.

ACCEPTABLE USE RESTRICTIONS

You must:

- not use the App in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these terms, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, such as viruses, or harmful data, into the App or any operating system;
- not infringe our intellectual property rights or those of any third party (including any third party who provides products and services in relation to your use of the App (to the extent that such use is not licensed by these terms));

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- not transmit any material that is defamatory, offensive or otherwise objectionable in relation to your use of the App;
- not use the App in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users; and
- not collect or harvest any information or data from the App, any service or our systems or attempt to decipher any transmissions to or from the servers running the App or any Service.

SUBMISSION OF IDEAS

Our policy is to not accept, review, or consider unsolicited ideas, original creative artwork, suggestions or other works (including, without limitation, ideas for new advertising campaigns, new promotions, new or improved products or technologies, product enhancements, processes, materials, marketing plans, new artwork or other works, or new product names) (collectively, “**Ideas**”).

Please do not submit any Ideas in any form to us. Any Idea that is offered or communicated to us through the App or otherwise shall be our property, and may be treated by us as non-confidential information. You agree that: (a) any Idea (including its complete contents) submitted by you to us will automatically become our property, without any compensation to you; (b) we may use or redistribute any Idea and its contents for any purpose and in any way, without any compensation to you; (c) we have no obligation to review any Idea; and (d) we have no obligation to keep any Idea confidential, and no confidential relationship may be established by or inferred from any such Idea to, or the consideration of your Ideas by us.

INTELLECTUAL PROPERTY RIGHTS

All intellectual property rights in the App throughout the world belong to us and the rights in the App is licensed (not sold) to you. You have no intellectual property rights in, or to, the App other than the right to use it in accordance with these terms.

COPYRIGHT INFRINGEMENT

We respect the intellectual property rights of our users and other third parties. If you are a copyright owner and believe that any content on the App infringes your copyrights, you may file a copyright infringement notification with us by email legal@xplorotechnologies.com. In your correspondence:

- Identify the copyrighted work that you claimed has been infringed. Describe the work and, where possible, include a copy or the location (e.g., URL) of an authorized version of the work. If applicable, provide a copy of the copyright registration certificate.
- Identify the material that you believe is infringing. Be specific and clear, and provide the material’s URL location. It is best to include screenshots.
- Include your contact information, including your address, telephone number, and e-mail.
- Include the alleged infringer’s contact information, if available.
- Include and ensure that the following is true: “I have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law.”
- Include and ensure that the following is true: “I swear, under penalty of perjury, that the information in this notification is accurate and that I am the copyright owner or am authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.”
- Sign the document (or have a person authorized to act on your behalf sign the document).

Upon receipt of your notification, we may investigate and remove the applicable material at our sole discretion.

If we become aware that one of our users has repeatedly infringed copyrights, we will take reasonable steps within our power to terminate that user's Account.

INDEMNITY

You agree to indemnify, defend and hold us harmless from and against all losses, expenses, damages and costs, including reasonable attorney's fees, resulting from any violation of these terms or any activity related to your account (including infringement of third parties' worldwide intellectual property rights or negligent or wrongful conduct) by you or any other person accessing using your account.

OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

DISCLAIMER

THE APP AND ITS CONTENT (INCLUDING USER CONTENT), AND ANY OTHER FEATURES, FUNCTIONALITIES OR SERVICES ASSOCIATED THEREWITH, ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITH ALL FAULTS AND WITHOUT WARRANTIES OF ANY KIND. WE HEREBY SPECIFICALLY DISCLAIM ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, RELIABILITY, ACCURACY, SECURITY AND NON-INFRINGEMENT.

WE MAKE NO WARRANTIES THAT THE APP OR ANY CONTENT OR OTHER MATERIAL OBTAINED THROUGH THE APP AND OTHER USER CONTENT, OR ANY RELATED SERVICES, SHALL MEET YOUR REQUIREMENTS, OR THAT THE APP SHALL BE UNINTERRUPTED, TIMELY, SECURE, NON-INFRINGEMENT OR ERROR-FREE. YOU UNDERSTAND AND HEREBY AGREE THAT YOU ARE RESPONSIBLE FOR ANY AND ALL CHARGES, COSTS AND/OR EXPENSES FOR ACCESS TO OR USE OF THE APP. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US, OR THROUGH THE APP SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN. YOU MAY NOT RELY ON ANY SUCH INFORMATION OR ADVICE. WE ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY PERFORMANCE DEGRADATION, INTERRUPTION OR DELAYS OF THE APP, ERRORS OR OMISSIONS IN ANY CONTENT (INCLUDING USER CONTENT) OR OTHER MATERIALS ON OR THROUGH THE APP, OR DAMAGES TO, NONPERFORMANCE OF, OR ERRORS. WE DO NOT MAKE ANY WARRANTY OR REPRESENTATION THAT YOUR USE OF THE MATERIAL DISPLAYED ON, OR OBTAINED THROUGH, THE APP IS NON-INFRINGEMENT OF ANY RIGHTS OF ANY THIRD PARTY. TO THE EXTENT JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

Any decision or action taken by you on the basis of information or content provided on the App is at your sole discretion and risk. We are not responsible or liable for any such decision, or for the accuracy, completeness, usefulness, or availability of any content displayed, transmitted, or otherwise made available on the App.

LIMITATION OF LIABILITY

TO THE EXTENT PERMITTED BY APPLICABLE LAW, WE WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, RELIANCE, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND ARISING OUT OF OR RELATED TO YOUR USE OF OR INABILITY TO USE THE APP, ITS CONTENT, OR FROM ANY PRODUCTS OR THIRD-PARTY SERVICES, INCLUDING BUT NOT LIMITED TO ANY DAMAGES FOR LOST PROFITS, LOSS OF DATA, LOSS OF PRIVACY OR SECURITY, OR UNAUTHORIZED ACCESS TO OR USE OF THE APP OR USER CONTENT, REGARDLESS OF WHETHER SUCH DAMAGES ARE BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR ANY OTHER LEGAL THEORY, AND EVEN IF WE ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WITHOUT LIMITING THE FOREGOING, WE WILL NOT BE LIABLE FOR DAMAGES OF ANY KIND RESULTING FROM YOUR USE OF OR INABILITY TO USE THE APP OR FROM ANY PRODUCTS OR THIRD-PARTY SERVICES. ALL LIMITATIONS OF LIABILITY OF ANY KIND (INCLUDING IN THIS SECTION AND ELSEWHERE IN THESE TERMS) ARE ALSO MADE ON BEHALF OF ALL OF OUR GROUP ENTITIES.

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SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF WARRANTIES OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

Please back-up content and data used with the App. We recommend that you back up any content and data used in connection with the App, to protect yourself in case of problems with the App.

Check that the App is suitable for you. The App has not been developed to meet your individual requirements. Please check that the facilities and functions of the App (as described on the app store site or in other documentation) meet your requirements.

We are not responsible for events outside our control. If our provision of the App is delayed by an event outside our control.

WE MAY END YOUR RIGHTS TO USE THE APP IF YOU BREAK THESE TERMS

We may end your rights to use the App at any time by contacting you if you have broken these terms in a serious way. If what you have done can be put right we will give you a reasonable opportunity to do so.

If we end your rights to use the App:

- You must stop all activities authorised by these terms, including your use of the App.
- You must delete or remove the App from all devices in your possession and immediately destroy all copies of the App which you have and confirm to us that you have done this.
- We may remotely access your devices and remove the App from them.

WE MAY TRANSFER THESE TERMS TO SOMEONE ELSE

We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

YOU NEED OUR CONSENT TO TRANSFER YOUR RIGHTS TO SOMEONE ELSE

You may only transfer your rights or your obligations under these terms to another person if we agree in writing.

NO RIGHTS FOR THIRD PARTIES

These terms do not give rise to any rights to any third party (under applicable law or otherwise) to enforce any term of these terms.

IF A COURT FINDS PART OF THIS CONTRACT ILLEGAL, THE REST WILL CONTINUE IN FORCE

Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

EVEN IF WE DELAY IN ENFORCING THIS CONTRACT, WE CAN STILL ENFORCE IT LATER

Even if we delay in enforcing these terms, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking these terms, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

WHICH LAWS APPLY TO THIS CONTRACT AND WHERE YOU MAY BRING LEGAL PROCEEDINGS

These terms shall be governed by and construed in accordance with the laws of the state of Delaware and any and all applicable U.S. federal laws without reference to its choice of law rules or any principle calling for application of the law of any other jurisdiction.

The App is operated by or on behalf of Clearent LLC, t/a Xplor Pay from within the USA. WE MAKE NO REPRESENTATIONS OR WARRANTIES THAT THE APP AND/OR ITS CONTENT, OR ANY RELATED SERVICES, ARE APPROPRIATE OR LAWFUL IN ANY COUNTRIES AND/OR JURISDICTIONS OUTSIDE OF THE USA, OR THAT THESE TERMS COMPLY WITH THE LAWS OF ANY OTHER COUNTRY. Users who choose to access the App from locations outside of the USA do so on their own initiative and are responsible for compliance with all applicable local laws, if and to the extent local laws are applicable. USA controls the export of any software, content or materials downloadable from the App.

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CLASS ARBITRATIONS, CLASS ACTIONS, PRIVATE ATTORNEY GENERAL ACTIONS, AND CONSOLIDATION WITH OTHER ARBITRATIONS OR PROCEEDINGS ARE NOT PERMITTED. YOU HEREBY WAIVE ANY RIGHT TO PARTICIPATE IN A CLASS ACTION AGAINST US.

YOU AND US HEREBY AGREE THAT YOU AND US EACH WAIVE ANY RIGHT TO A JURY TRIAL INVOLVING ANY CLAIMS OR DISPUTES BETWEEN US.