



TERMS AND CONDITIONS OF USE

These Terms and Conditions of Use (these “Terms”) govern the terms under which you may access and use the Vidapay™ Portal (the “Portal”) service or the Vidapay Mobile Application (“Vidapay” or the “Service”) made available by T-Cetra, LLC, an Ohio limited liability company (“T-Cetra”) through the Vidapay Site at www.vidapay.com (the “Site”) or through the Vidapay Mobile Application available through the Apple App Store or the Android Store (the “App”). Vidapay is an all-in-one solution for activating SIM cards, managing prepaid wireless accounts, and processing payments and other services and products provided by T-Cetra. Vidapay helps thousands of prepaid wireless merchants and end users process hundreds of thousands of payments every month and purchase related products.

THESE TERMS CREATE LEGAL RIGHTS AND RESPONSIBILITIES BETWEEN YOU AND T-CETRA. IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS OF USE, DO NOT USE OR ACCESS THE SERVICE. VIOLATING THESE TERMS OF USE MAY, IN T-CETRA’S SOLE AND ABSOLUTE DISCRETION, RESULT IN TERMINATION OF YOUR VIDAPAY ACCOUNT.

1. **User Conduct.** As a condition of your use of the Service, you agree that you will: (a) not use the Service for any purpose that is unlawful, fraudulent, deceitful, untruthful, misrepresentative, dishonest or related in any manner to unlawful, unethical or morally questionable activities or is directly or indirectly related to the foregoing; (b) not tamper, hack, modify, frame, “deep link” or otherwise bypass or attempt to bypass security, functionality, entry points or any other features of the Service; (c) directly or indirectly, either separately or as part of another service, agree to resell the Service; (d) abide by all applicable local, provincial, state, national and international laws and regulations; (e) not use the Service for any purpose otherwise prohibited by these Terms; and (e) cooperate with T-Cetra to investigate any suspected unlawful, fraudulent or improper activity.

2. **Copyright and Other Intellectual Property Rights.** The Vidapay Portal and the Site and/or the App contain copyrighted material, trade-marks and other proprietary and in some circumstances confidential information of T-Cetra and its licensors, which may include, but shall not be limited to: text, software, photos, video, graphics, images, music, software and sound (collectively “Proprietary Material”). All Proprietary Material is owned by T-Cetra and its licensors and is protected by applicable intellectual property rights including copyright, patent and trade-mark legislation and treaties. You agree not to modify, publish, copy, transmit, register or claim title to, participate in the transfer or sale of, create derivative works of, or in any way exploit, in whole or in part, any Proprietary Material except for copying that occurs in the ordinary course of browsing the Internet and personal copies of portal information that you make for your personal use including for your own records. You agree to respect any copyright, trade-mark, patent and other proprietary rights contained in any Proprietary Material on the Vidapay Portal, App or Site.

3. **Information and Privacy.** T-Cetra respects your privacy and will take reasonable steps to protect your information and the privacy of other Vidapay users. By agreeing to these Terms, you acknowledge and consent to the **Vidapay Privacy Policy**.

4. **Links.** The links included within the Vidapay Portal, Site or App may cause you to leave the Portal, Site or App in order to gain access to other web sites (“Linked Sites”). The Linked Sites are not under the control of T-Cetra and T-Cetra is not responsible for the content of any Linked Site or any link contained in a Linked Site, or any changes or updates to such Sites. Such links are provided to you only

as a convenience. T-Cetra may amend, add or delete links on the Web Site in its sole discretion. When you access Linked Sites, you do so at your own risk.

5. **Disclaimers/Limitation of Liability.** T-CETRA MAKES NO REPRESENTATIONS OR WARRANTIES ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, OR ACCURACY OF THE SERVICE FOR ANY PURPOSE. THE SERVICE IS PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND. T-CETRA HEREBY DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS WITH REGARD TO THE SERVICE, INCLUDING ALL IMPLIED WARRANTIES AND REPRESENTATIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

Without limiting the generality of the foregoing you acknowledge and agree that T-Cetra:

1. Does not represent or warrant that the Service will be uninterrupted or error-free, that defects will be corrected, or that the Service, or the servers that make it available, are free of viruses or other harmful components;
2. Does not represent or warrant that the use or the results of the use of the Service will be correct, accurate, timely, or otherwise reliable;
3. Shall not be responsible for unauthorized access to or alteration of your transmissions or data, any material or data sent or received or not sent or received, or any transactions entered into through the Service; and
4. Shall not be responsible for any loss due to payments to unintended users due to the input by you of incorrect information or for payments in incorrect amounts.

IN NO EVENT SHALL T-CETRA, ITS AFFILIATES, AGENTS, LICENSORS, MEMBERS, MANAGERS, OFFICERS OR EMPLOYEES BE LIABLE FOR ANY DIRECT DAMAGES OR INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OR ANY OTHER DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE OR DATA, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE SERVICE, WITH THE DELAY OR INABILITY TO USE THE SERVICE, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS OR SERVICES OBTAINED THROUGH THE SERVICE, OR OTHERWISE ARISING OUT OF THE USE OF THE SERVICE, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE.

IN NO EVENT SHALL THE TOTAL LIABILITY OF T-CETRA TO YOU FOR ALL DAMAGES IN ANY ONE OR MORE CAUSE OF ACTION DIRECTLY RELATED TO YOUR USE OF THE SERVICE EXCEED THE AMOUNT YOU PAID FOR THE SERVICES OR PRODUCTS PURCHASED THROUGH THE PORTAL, SITE OR APP. IN NO EVENT SHALL T-CETRA, ITS AFFILIATES, AGENTS, LICENSORS, DIRECTORS, OFFICERS OR EMPLOYEES BE LIABLE FOR ANY ACT OR OMISSION OF ANY THIRD PARTY INCLUDING, WITHOUT LIMITATION, ANY OF ITS SUPPLIERS OR ANY OTHER USERS OF THE SERVICE, OR FOR ANY CIRCUMSTANCE BEYOND THEIR REASONABLE CONTROL.

5. **Merchant Agreement.** Where appropriate, T-Cetra may require you to enter into a Merchant Agreement with T-Cetra in order for you to access VidaPay and to resell products and services to end users through the VidaPay Portal. At T-Cetra’s request, you may be asked to agree to the terms and conditions of the Merchant Agreement by clicking on the link below [Link to Merchant Agreement electronic record]. By clicking on the link, you acknowledge that you have read the Agreement and agree to be bound by its terms. The Merchant Agreement is a binding agreement between you as the “Merchant” and T-Cetra.

7. **Third-Party Products.** VidaPay provides access to products and services through its Portal which may be offered by third-parties. The terms of sale of any of the products and services offered by T-Cetra are governed by the Merchant Agreement you have entered into by and between you and T-Cetra, or by any other express terms provided to you by T-Cetra, or by the manufacturers of such products or providers of such services (collectively, the “Terms of Sale”). Except as set forth in these Terms of Sale, T-Cetra does not warrant those products and services and does not endorse them. T-Cetra shall not be responsible or be liable for the actions, products, services of any third-party offered through the VidaPay Portal, Site or App. T-Cetra does not warrant the information, graphic depictions or product and service descriptions provided by any such third-parties.

8. **Indemnification.** You agree to indemnify and hold harmless T-Cetra, its affiliates, agents, licensors, directors, officers and employees, from any loss, claim, demand, and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, including reasonable lawyers’ fees, sustained, incurred or paid by any such indemnified party and due to or arising out of your use of the Service or your conduct on the website or due to any transactions or activities that you otherwise engage in with any third party in connection with the Service.

9. **Termination.** These terms are effective until terminated by T-Cetra. T-Cetra may terminate these Terms and limit your access to any part or all of the Service and any related service(s) at any time: (a) upon your breach, suspected breach or anticipated breach of any of these Terms, all as determined by T-Cetra; (b) at any time upon any order or anticipated order of any regulatory body or agency which would limit in any way the provision of the Service, with such termination effective immediately; (c) at any time, without cause, upon thirty (30) days’ notice to you.

10. **Suspension of Service.** T-Cetra has the right at any time to suspend the Service generally or with respect to any particular user including yourself for any reason whatsoever as determined in its sole discretion.

11. **Communications.** Your email address is the primary means used to contact you about matters concerning the Service. You are responsible for ensuring that your email address, and any other address registered on your profile, is current and operational at all times.

12. **Jurisdiction.** These Terms will be governed by and construed in accordance with the laws of the State of Ohio, without giving effect to any principles of conflict of laws. All claims and disputes arising under or relating to these Terms are to be settled by binding arbitration in the State of Ohio. The arbitration shall be conducted on a confidential basis pursuant to the Commercial Arbitration Rules of the American Arbitration Association, and each party hereby consent to any such disputes being so resolved. THE PARTIES HEREBY UNCONDITIONALLY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL, TRIAL BY JUDGE OR CLASS ACTION OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF, DIRECTLY OR INDIRECTLY, THESE TERMS, ANY OF THE RELATED DOCUMENTS, AND/OR DEALINGS BETWEEN THEM RELATING TO THE SUBJECT MATTER OF THESE TERMS.

13. **Changes to these Terms.** T-Cetra reserves the right to change these Terms at any time. If T-Cetra changes these Terms, it will adjust the “Last Modified” date at the bottom of these Terms and post such changed Terms on the VidaPay Portal, Site or App. For this reason, you should check the Terms each time you use the Service to keep informed of any changes to the Terms. Your continued use of the Service after such change will constitute your: (a) acknowledgment of the modified Terms; and (b) your agreement to abide and be bound by those Terms.

14. **Assignability.** You shall not transfer or assign, by operation of law or otherwise any rights or obligations you have under these Terms without the prior written consent of T-Cetra. T-Cetra may assign any right or obligation under these Terms without your consent.

15. **Miscellaneous.** If any part of these Terms is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, the remainder of the Terms shall continue in full force and effect. Unless otherwise specified herein, these Terms and the Terms of the Merchant Agreement, as applicable, constitute the entire agreement between you and T-Cetra with respect to the Service and any products or services sold through VidaPay and supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between you and T-Cetra with respect to the Service.

16. **Third Party Reliance.** You hereby certify that you will use the Service to process transactions in the name of the VidaPay user only.

17. **Warranties.** By checking the box and completing the registration process, you are stating that you have legal capacity to enter into these Terms and use the Service and that you agree to be bound by all of these Terms. You agree that you are at least 18 years of age, and are fully able and competent to use the Service and enter into these Terms. You agree that any information you provide is true, accurate and complete. You agree that you are solely responsible for maintaining the confidentiality of the password and account granting you access to the Service and that you are responsible for all activities that occur under your password account or any other breach of security you. You agree that you have authority from the end user to enter and use their personal information in connection with the Services. You acknowledge that T-Cetra may take any actions it deems necessary or advisable to protect the security of the Portal, Site or App. You also agree that you may not use any other party's information in order to access the Service and that you will use the Service solely for the purposes intended.

18. **Contact Us.** If you have any questions, you may contact us at 1-877-956-2359, or using the contact us form on the Site.

19. **Acceptance.** By accessing and/or using the Site, you signify your acceptance of this Policy. If you do not agree to this Policy and the Terms and Conditions hereof, you should not access or use the Site. Your continued access and/or use of the Site following the posting of modifications, amendments or changes to this Policy will be deemed your acceptance of those modifications, amendments or changes.

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