

MobiusPay Terms and Conditions

Last Updated: March 21, 2025

1) Preliminary Provisions

- a) These Terms and Conditions (hereinafter the "T&C's" or the "Agreement") govern your use of www.mobiuspay.com (hereinafter the "Website") and other sites owned by MobiusPay, Inc. (hereinafter "MobiusPay").
- b) Through the use of these T&C's, we are placing legal conditions on your use of the Website and its service (hereinafter the "Service"), and making certain promises to you.
- c) Party Definitions.
 - i) "We," MobiusPay, Inc., a Florida corporation ("MobiusPay"), are the service provider of www.mobiuspay.com. When this Agreement uses first-person pronouns such as "us," "we," "our," "ours," etc., those first-person pronouns are referring to MobiusPay as the service provider for the Website.
 - ii) As a User of this Service, this Agreement will refer to the User as "You" or through any second-person pronouns, such as "Yours," etc. Hereinafter, the User of the Service shall be referred to in applicable second-person pronouns.
 - iii) Our first condition is that You must agree to all of the conditions in this set of Terms and Conditions of use. If You do not wish to be bound by each and every provision in this Agreement, then You are not welcome to use this Service and should use another service.
- d) If you do not understand all of the terms in this Agreement, then You should consult with a lawyer before using the Service.
- e) Revisions to this Agreement.
 - i) From time to time, We may revise this Agreement. We will post the revisions on our Website when We revise this Agreement. Unless You raise an objection within seven (7) days of accessing the Website, Your continued use of the Website constitutes Your acceptance of the terms, as amended.
 - ii) To determine if this Agreement has been revised since your last visit, please see the "Last Modified" date at the top of this page.

2) Description of the Service

- a) The Service allows You to access MobiusPay's proprietary content on this Website in text, photo and video formats. We reserve the right, in Our sole discretion, without giving You notice, to (1) add and remove content from the Website, (2) add and remove types of data that can be maintained using the Service, and (3) change which devices or operating systems are supported by the Service.
- b) The Website utilizes the MobiusPay Gateway (hereinafter the "Gateway") to authorize and settle transactions between a website, terminal, or any other credit card processing device and the credit card companies. The Gateway also pre-authorizes transactions to minimize fraud and chargebacks. To utilize the Gateway, You must have at least one gateway provider and a merchant account with MobiusPay.
- c) Use of the Service may be made possible through desktop and mobile applications that are provided by Us, or through browser extensions, add-ons or plug-ins (collectively, the "Software"). From time to time, the Software may automatically download the latest version and notify You when it is ready to install. If You wish to update the Software, You must agree to the then-current version of this Agreement in order for the update to be installed on Your computer or mobile device. We reserve the right to deny access to the Service using deprecated versions of the Software.
- d) The Software, and any third-party software, protocols (including but not limited to API protocols), along with any content or materials used that are authorized by Us, are all deemed to be part of the Service.

3) **License Rights and Restrictions**

- a) **Ownership Rights.** The Service (which includes the Software) contains proprietary information that is protected by applicable intellectual property and other laws. This Agreement grants You neither right, title, nor interest in any intellectual property owned or licensed by Us, including (but not limited to) the Service and Our trademarks, and creates no relationship between Yourself and any other party, as other than that of a user of our Service. You may not in any way use the content and/or trademarks for any purpose without Our prior written consent.
- b) **License Grant.** Subject to the terms and conditions of this Agreement, We hereby grant to You a non-exclusive, non-transferrable license, without right of sublicense, to install and use our software for Your own private and personal benefit. You may install and personally use Our Software and any authorized updates provided by Us on a personal computer, or other supported device, owned or controlled by You and are only permitted to access the Service through the Software, only as authorized in this Agreement. Your license to use the Service, its components, and any third-party data, will terminate if You violate these restrictions. If Your license terminates, You agree to cease any and all use of the Service, its components, and any third-party data.

- c) **Restrictions on Use.** You may not and will not allow any third party to: (i) Copy, decompile, modify, rent, lease, loan, distribute, or create derivative works (as defined by the U.S. Copyright Act), or any portion thereof, or otherwise attempt to discover any source code or protocols (including but not limited to API protocols) in the Service; (ii) Obtain or attempt to obtain unauthorized access to the Service or other MobiusPay websites; (iii) Use the Service in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with this License; or (iv) Sell, lease, loan, distribute, transfer, or sublicense the Service or access thereto or derive income from the use or provision of the Service, whether for direct commercial or monetary gain or otherwise, without Our prior, express, written permission.

4) **Information Posted and Received Through the Service**

- a) **Assumption of Risk.** We do not warrant or guarantee that any information received on or through the Service will be free of harmful software. We do not warrant that the Service will be uninterrupted or error-free or that defects in the Software will be corrected. You assume all risks of using our Services.
- b) **Retention of Information.** We shall retain any and all information that You provide to us in connection with using the Website for whatever period that We shall deem necessary. Such information shall be considered private.

5) **Liability**

- a) **Disclaimer of Warranties.** You expressly agree that the Service is provided "As Is" and that use of the Service is at Your own risk. No warranty, representation, condition, undertaking or term – express or implied, statutory or otherwise – including but not limited to the condition, quality, durability, performance, accuracy, reliability, non-infringement, merchantability, or fitness for a particular purpose or use of the Service is given or assumed by us. All such warranties, representations, conditions, undertakings and terms are hereby excluded. We make no warranty that the service will meet Your requirements, or that the Service will be uninterrupted, timely, secure, or error free.
- b) Any required or optional equipment, or third-party plug-in applications, that You use to use, access, or augment the Service, whether required or optional, is subject to the terms, conditions, warranties and disclaimers provided by the manufacturer of the equipment, and We make no warranties or representations whatsoever regarding such equipment or third-party plug-in application. Please refer to the materials You received when You purchased the equipment or downloaded the plug-in application to understand Your rights and obligations, including what warranties and disclaimers apply to You. MobiusPay and its affiliates expressly disclaim all warranties of any kind, whether express or implied, relating to such equipment or plug-in applications, including the implied warranties of title, merchantability, satisfactory quality, fitness for a particular purpose, and non-infringement.

- c) **Limitation of Liability.** *In no event shall We be liable to any party for any damages including without limitation, any direct, indirect, special, punitive, incidental or consequential damages (including, but not limited to, damages for loss of business profits, business interruption, loss of programs or information, loss of profits and savings and the like), or any other damages arising – in any way, shape or form – out of the availability, use, reliance on, inability to utilize or improper use of the Service even if We shall have been advised of the possibility of such damages, and regardless of the form of action, whether in contract, tort, or otherwise. Because some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, the above exclusions of incidental and consequential damages may not apply to You.*
- d) In no event shall We be liable to anyone for any delays, inaccuracies, errors or omissions with respect to information on the Website or the transmission or delivery of all or any part thereof, for any damage arising therefrom or occasioned thereby, or for the results obtained from the use of such information.
- e) **Indemnification.** You agree to indemnify and hold MobiusPay and its subsidiaries, affiliates, officers, agents, employees, partners, and licensors harmless from any claim or demand, including reasonable attorneys' fees, made by any third party in connection with or arising out of Your use of the Service, Your violation of any terms or conditions of this License, Your violation of applicable laws, or Your violation of any rights of another person or entity. You agree to cooperate as fully as reasonably required in the defense of any such claim. We reserve the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by You, provided that You shall remain liable for any such claim.

6) Termination

- a) Your license to the Software and to access the Service continues until it is terminated by You or Us.
- b) **Voluntary Termination.** You may terminate this license by discontinuing use of all or any of the Service and by destroying all Your copies of the applicable Software.
- c) **Involuntary Termination.** Without limiting other remedies, We may immediately issue a warning, temporarily suspend, indefinitely suspend, or terminate Your access and use of the Service at any time, with or without advance notice, if: (i) We believe that You have breached any material term of these Terms and Conditions or the documents it incorporates by reference; (ii) We are unable to verify or authenticate any information You provide to Us; (iii) We believe that Your actions may cause legal liability for You, Our users or Us; (iv) We decide to cease operations or to otherwise discontinue any services or options provided by the Website or parts thereof; (v) We have a good faith belief that You have engaged, or attempted to engage, in the piracy of Our intellectual property or other assets; or (vi) Without cause at Our sole discretion.

- d) You agree that neither We nor any third party acting on Our behalf shall be liable to You for any termination of Your membership or access to the Service.

7) Mandatory Arbitration

- a) Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation, or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by binding arbitration in Pinellas County, Florida before one arbitrator. The American Arbitration Association will select the arbitrator. The arbitration shall be administered by the American Arbitration Association pursuant to its Commercial Arbitration Rules. Judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The arbitrator may, in the award, allocate all or part of the costs of the arbitration, including the fees of the arbitrator and the reasonable attorneys' fees of the prevailing party.
- b) All parties to this Agreement agree that all actions or proceedings arising in connection with this Agreement or any services or business interactions between the parties that may be subject to this Agreement shall be resolved exclusively through binding arbitration as set forth above.
- c) For any matters not subject to arbitration or for purposes of enforcing an arbitration award, the parties agree to exclusive jurisdiction in, and only in, Pinellas County, Florida.
- d) The parties additionally agree that this choice of venue and forum is mandatory and not permissive in nature, thereby precluding any possibility of litigation between the parties with respect to, or arising out of, this Agreement in a jurisdiction other than that specified in this paragraph.
- e) All parties hereby waive any right to assert the doctrine of forum non-conveniens or similar doctrines, or to object to venue with respect to any proceeding brought in accordance with this paragraph or with respect to any dispute under this Agreement whatsoever.
- f) All parties stipulate that the state and federal courts located in Pinellas County, Florida shall have personal jurisdiction over them for the purpose of litigating any dispute, controversy, or proceeding arising out of (or related to) this Agreement and/or the relationship between the parties contemplated thereby that is not subject to arbitration or for purposes of enforcing an arbitration award.
- g) Each party hereby authorizes and accepts service of process sufficient for personal jurisdiction in any action against it, as contemplated by this paragraph by registered or certified mail, Federal Express, proof of delivery or return receipt requested, to the party's address for the giving of notices as set forth in this Agreement.

- h) Any final judgment rendered against a party in any action or proceeding shall be conclusive as to the subject of such final judgment and may be enforced in other jurisdictions in any manner provided by law if such enforcement becomes necessary.

8) **Miscellaneous**

- a) **Support.** We may elect to provide You with customer support and/or software upgrades, enhancements, or modifications for the Service (collectively, "Support"), in Our sole discretion, and may terminate such Support at any time without notice to You. We may change, suspend, or discontinue any aspect of the Service at any time, including the availability of any Service feature, database, or content. We may also impose limits on certain features and services or restrict Your access to parts or all of the Service or the Website without notice or liability.
- b) **Fees.** We reserve the right to charge fees for future use of or access to the Service, in Our sole discretion. If We decide to charge fees, such charges will be disclosed to You prior.
- c) **Notice.** We may provide You with notices, including those regarding changes to this Agreement, by either email, regular mail, or postings on the Service.
- d) **Privacy Policy.** If you have not done so already, please review Our [Privacy Policy](#). It explains how We collect and use information and the choices You have with that information and is hereby incorporated by reference, in its entirety, into this Agreement.
- e) **Priority.** In case of contradiction between any provision of Our Privacy Policy and any provision of this Agreement, the provision of Our Privacy Policy shall prevail, unless the provision of this Agreement reflects narrower responsibility on behalf of Us than the relevant provision of Our Privacy Policy.
- f) **Legal Compliance.** You shall comply with all applicable domestic and international laws, statutes, ordinances and regulations regarding Your use of the Service.
- g) **Governing Law.** This Agreement and all matters arising out of, or otherwise relating to, this Agreement shall be governed by the laws of the state of Florida, excluding its conflict of law provisions. Any and all disputes must be, without exception, be resolved as set forth in Section 7 above.
- h) **Waiver and Severability of Terms.** Our failure to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, the Parties nevertheless agree that the court should endeavor to give effect to the Parties' intentions as reflected in the provision, and the other provisions of this Agreement remain in full force and effect.

- i) **Attorneys' Fees.** In the event any Party shall commence any claims, actions, formal legal action, or arbitration to interpret and/or enforce any of the terms and conditions of this Agreement, or relating in any way to this Agreement, including without limitation asserted breaches of representations and warranties, the prevailing party in any such action or proceeding shall be entitled to recover, in addition to all other available relief, its reasonable attorneys' fees and costs incurred in connection therewith, including attorneys' fees incurred on appeal.
- j) **Complaints.** Florida Residents: The Division of Consumer Services of the Florida Department of Agriculture and Consumer Services may be contacted in writing at 2005 Apalachee Parkway, Tallahassee, FL 32399.
- k) **Complete Agreement.** This Agreement, including any other documents that are incorporated by reference, constitutes the entire Agreement between the parties with respect to Your access and use of the Service, and supersedes and replaces all prior understandings or agreements, written or oral, regarding such subject matter.
- l) **Statute of Limitations.** You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service, or this Agreement, must be filed within one (1) year after such claim or cause of action arose or be forever barred.
- m) **Surviving Sections.** All provisions of this Agreement that by their nature should survive termination will survive termination, including without limitation, provisions related to intellectual property, warranty disclaimers, limitations of liability, indemnity, governing law, mandatory arbitration, and the general provisions.
- n) **Headings.** The section titles in this Agreement are for convenience only and have no legal or contractual effect.
- o) **Legal Inquiries.** In the event that you have further legal inquiries, you may contact MobiusPay's legal department at legal@mobiuspay.com.