

Axepay Website Terms of Use

These Website Terms of Use of www.axepay.com are the rules you must agree to and follow when using the website of Axepay Inc. ("Company," "we," "us," "our") whether as a guest or a registered user. Use of our website includes accessing, browsing or registering to use our site for any general purpose or for the specific purpose of using any service of the Company. Please carefully read these Website Terms of Use together with any documents and/or additional terms they expressly incorporate by reference including any additional or modified service-specific terms and conditions in relation to any Company service or any future service that may be offered by the Company (collectively, these "Terms of Use"), as they govern your access to and use of www.axepay.com (the "Website").

Acceptance of Terms of Use

BY USING THE WEBSITE, YOU ACCEPT AND AGREE TO BE BOUND AND COMPLY WITH THESE TERMS OF USE AND OUR PRIVACY POLICY AND COOKIE POLICY, FOUND AT WWW.AXEPAY.COM/PRIVACY AND WWW.AXEPAY.COM/COOKIE INCORPORATED HEREIN BY REFERENCE. IF YOU DO NOT AGREE TO THESE TERMS OF USE, THE PRIVACY POLICY, OR THE COOKIE POLICY, YOU MUST NOT ACCESS OR USE THE WEBSITE.

By using this Website, you represent and warrant that you are the legal age of majority under applicable law to form a binding contract with the Company and you have not been previously suspended or removed from using the Website or any service of the Company. In addition, you represent and warrant that you have the right, authority, and capacity to agree to and to abide by these Terms of Use.

You shall not impersonate any person or entity, or falsely state or otherwise misrepresent your identity, age or affiliation with any person or entity.

If you do not meet all these eligibility requirements, you must not access or use the Website or the services of the Company.

Revision of Terms of Use and Website

We may revise and/or update these Terms of Use in our sole discretion at any time and without notice. Any and all such modifications are effective immediately upon posting and apply to all access to and continued use of the Website. You agree (i) to check the Website regularly to review the current Terms of Use and (ii) your continued use of the Website indicates your acceptance of the then current Terms of Use.

The information and material on this Website, and the Website, may be changed, withdrawn, or terminated at any time in our sole discretion without notice. We will not be liable if, for any reason, all or any part of the Website is restricted to users or unavailable at any time or for any period.

Licence

The Company grants you in accordance with these Terms of Use a non-exclusive, non-transferable, limited right and license to access and use the Website and the Website content, provided that you comply fully with these Terms of Use. You agree not to interfere with or disrupt the Website or disobey any legal requirements.

Responsibility

You are responsible for making all arrangements necessary for you to have access to the Website. You are also responsible for ensuring that all persons who access the Website through your Internet connection are aware of these Website Terms and that they comply with them.

Your Use of the Website and Security

The security of your personal information is very important to us. We use physical, electronic, and administrative measures designed to secure your personal information from accidental loss and from unauthorized access, use, alteration, and disclosure.

The safety and security of your information also depends on you. Users are responsible for obtaining their own access to the Website. Users are required to ensure that all persons who access the Website through a user's internet connection are aware of these Terms of Use and comply with them. The Website, including content or areas of the Website, may require user registration. It is a condition of your use of the Website that all the information you provide on the Website is correct, current, and complete.

Unfortunately, the transmission of information via the Internet is not completely secure. Although we do our best to protect your personal information, we cannot guarantee the security of your personal information transmitted to our Website. Any transmission of personal information is at your own risk. We are not responsible for circumvention of any privacy settings or security measures contained on the Website.

Any username, password, or any other piece of information chosen by you, or provided to you as part of our security procedures, must be treated as confidential, and you must not disclose it to any other person or entity. You must exercise caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information. You understand and agree that should you be provided an account, your account is personal to you and you agree not to provide any other person with access to this Website or portions of it using your username, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of your username or password or any other breach of security. You also agree to ensure that you logout from your account at the end of each session. You are responsible for any password misuse or any unauthorized access.

We reserve the right at any time and from time to time, to disable or terminate your account, any username, password, or other identifier, whether chosen by you or provided by us, in our sole discretion for any or no reason, including any violation of any provision of these Terms of Use.

You are prohibited from attempting to circumvent and from violating the security of this Website, including, without limitation: (a) accessing content and data that is not intended for you; (b) attempting to breach or breaching the security and/or authentication measures which are not authorized; (c) restricting, disrupting or disabling service to users, hosts, servers, or networks; (d) illicitly reproducing TCP/IP packet header; (e) disrupting network services and otherwise disrupting the Company's ability to monitor the Website; (f) using any robot, spider, or other automatic device, process, or means to access the Website for any purpose, including monitoring or copying any of the material on the Website; (g) introducing any viruses, trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful; (h) attacking the Website via a denial-of-service attack, distributed denial-of-service attack, flooding, mailbombing, or crashing; and (i) otherwise attempting to interfere with the proper working of the Website.

Intellectual Property Rights and Ownership

You understand and agree that the Website and its entire contents, features, and functionality, including, but not limited to, all information, software, code, text, displays, graphics, photographs, video, audio, design, presentation, selection, and arrangement, are owned by the Company, its licensors, or other providers of such material and are protected in all forms by intellectual property laws including without limitation, copyright, trademark, patent, trade secret, and any other proprietary rights.

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No Reliance

The content on our Website is provided for general information purposes only. It is not intended to amount to advice on which you should rely. Information on the Website is not intended to provide legal, accounting, financial or tax advice, and should not be relied upon in that regard. You must obtain more specific or professional advice before taking, or refraining from, any action or inaction based on the content on our site.

Although we make reasonable efforts to update the information on our Website, we make no representations, warranties, or guarantees, whether express or implied, that the content on our Website is accurate, complete, or up to date. Your use of the Website is at your own risk and neither the Company nor its parent, subsidiaries, affiliates, and their respective directors, officers, employees, agents, partners, service providers, contractors, licensors, licensees, suppliers, or successors has or have responsibility or liability whatsoever for your use of this Website.

Third-Party Websites

For your convenience, this Website may provide links to third-party sites. Links to third-party sites should not be taken as the Company's endorsement or approval of such other sites, the third parties named, or their products and services, nor is any liability assumed for incompatibility, non-suitability, viral infection or other destructive/disruptive components on or from such other third-party sites. If you choose to access any such sites, you do so at your own risk. We have no control over the contents of any such third-party sites and accept no responsibility for such sites or for any loss or damage that may arise from your use of them. You are subject to any website terms of such third-party sites.

This Website may include content provided by third parties, including from other users and third-party licensors. All statements and/or opinions expressed in any such third-party content, other than the content provided by the Company, are solely the opinions and the responsibility of the person or entity providing those materials. Such materials do not necessarily reflect the opinion of the Company. Neither the Company nor its parent, subsidiaries, affiliates, and their respective directors, officers, employees, agents, partners, service providers, contractors, licensors, licensees, suppliers, or successors has/or have any responsibility or liability whatsoever to you, or any third party, for the content or accuracy of any third-party materials.

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it. You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists. You must not establish a link to our site in any Website that is not owned by you nor create a link to any part of our site other than the home page. We reserve the right to withdraw linking permission without notice.

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Disclaimer of Warranties

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NEITHER THE COMPANY NOR ITS PARENT, SUBSIDIARIES, AFFILIATES, OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, PARTNERS, SERVICE PROVIDERS, CONTRACTORS, LICENSORS, LICENSEES, SUPPLIERS, OR SUCCESSORS MAKE ANY WARRANTY, REPRESENTATION, OR ENDORSEMENT WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, SUITABILITY, ACCURACY, CURRENCY, OR AVAILABILITY OF THE WEBSITE OR ITS CONTENTS. WITHOUT LIMITING THE FOREGOING, NEITHER THE COMPANY NOR ITS PARENT, SUBSIDIARIES, AFFILIATES, OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, PARTNERS SERVICE PROVIDERS, CONTRACTORS, LICENSORS, LICENSEES, SUPPLIERS, OR SUCCESSORS REPRESENT OR WARRANT THAT THE WEBSITE, ITS CONTENT, OR ANY SERVICES OR ITEMS FOUND OR ATTAINED THROUGH THE WEBSITE WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR WEBSITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

WE CANNOT AND DO NOT GUARANTEE OR WARRANT THAT FILES OR DATA AVAILABLE FOR DOWNLOADING FROM THE INTERNET OR THE WEBSITE WILL BE FREE OF VIRUSES OR OTHER DESTRUCTIVE CODE. YOU ARE SOLELY AND ENTIRELY RESPONSIBLE FOR YOUR USE OF THE WEBSITE AND YOUR COMPUTER, INTERNET, AND DATA SECURITY. TO THE FULLEST EXTENT PROVIDED BY LAW, WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY DENIAL-OF-SERVICE ATTACK, DISTRIBUTED DENIAL-OF-SERVICE ATTACK, OVERLOADING, FLOODING, MAILBOMBING, OR CRASHING, VIRUSES, TROJAN HORSES, WORMS, LOGIC BOMBS, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE WEBSITE OR ANY SERVICES OR ITEMS FOUND OR ATTAINED THROUGH THE WEBSITE OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

Limitation on Liability

EXCEPT WHERE SUCH EXCLUSIONS ARE PROHIBITED BY LAW, UNDER NO CIRCUMSTANCE WILL THE COMPANY NOR ITS PARENT, SUBSIDIARIES, AFFILIATES, OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, PARTNERS, SERVICE PROVIDERS, CONTRACTORS, LICENSORS, LICENSEES, SUPPLIERS, OR SUCCESSORS BE LIABLE FOR NEGLIGENCE, GROSS NEGLIGENCE, NEGLIGENT MISREPRESENTATION, FUNDAMENTAL BREACH, DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, BREACH OF PRIVACY, OR OTHERWISE, EVEN IF THE PARTY WAS ALLEGEDLY ADVISED OR HAD REASON TO KNOW, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, OR RELIANCE ON, THE WEBSITE, ANY LINKED WEBSITES OR SUCH OTHER THIRD-PARTY WEBSITES, NOR ANY WEBSITE CONTENT, MATERIALS, POSTING, OR INFORMATION THEREON EVEN IF THE PARTY WAS ALLEGEDLY ADVISED OR HAD REASON TO KNOW.

Indemnification

To the maximum extent permitted by applicable law, you agree to defend, indemnify, and hold harmless the Company, its parent, subsidiaries, affiliates, and their respective directors, officers, employees, agents, partners, service providers, contractors, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your breach of these Terms of Use or your use of the Website, including, but not limited to, third-party sites, any use of the Website's content, services, and products other than as expressly authorized in these Website Terms.

Governing Law and Choice of Forum

The Website and the Terms of Use are governed by the laws of Ontario and the federal laws of Canada applicable therein, without giving effect to any choice or conflict of law provision, principle, or rule (whether the laws of Ontario or any other jurisdiction) and notwithstanding your domicile, residence, or physical location.

By accessing the Website, you hereby irrevocably submit and attorn to the provincial and federal courts located in the City of Toronto, Ontario for any disputes or matters arising from, connected with, or relating to the Website, the Terms of Use or any related matters. You waive any and all objections to the exercise of jurisdiction over you by such courts and to the venue of such courts.

Waiver and Severability

No consent or waiver by either party to, or of any breach or default by, the other party in its performance of its obligations under this agreement will be deemed or construed to be a consent to, or a waiver of, a continuing breach or default or any other breach or default of those or any other obligations of that party. No consent or waiver will be effective unless in writing.

If any provision of the Terms of Use is found to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed to be severed from the rest of these terms and conditions and shall not affect the validity and enforceability of any remaining provisions

Contact

For any information regarding the Website and services provided by Axepay please contact us via email at *****@axepay.com.

Date of Terms of Use: April 20, 2022

Geographic Restrictions

The owner of the Website is based in Ontario in Canada. We provide this Website for use only by persons located in Canada. This Website is not intended for use in any jurisdiction where its use is not permitted. If you access the Website from outside Canada, you do so at your own risk and you are responsible for compliance with local laws of your jurisdiction.

