

KINGSPAY PAYMENTS TERMS OF SERVICE - BUYER

[UPDATED: June 1, 2020]

This Terms of Service forms a legal agreement between you and Kinging LLC, a United States limited liability company established and registered under the relevant laws of the state of Delaware and governs your access to and use of the Service (as defined below) as a purchaser of merchandise, goods, or services. Please review this entire Terms of Service before you decide whether to accept it and continue with the registration process.

BY CLICKING ON THE "AGREE AND PROCEED" BUTTON ON THE REGISTRATION PAGE, YOU AGREE TO BE BOUND BY THIS TERMS OF SERVICE.

1. Certain Defined Terms

The following defined terms appear in this Terms of Service.

- "You", "you" or "Buyer": A Customer that applies to, or registers to use, or uses, the Service to make Payment Transactions.
- Customer: A person that registers with the Service, or uses the Service as a Buyer or a Seller.
- Seller: A Customer that uses the Service to process Payment Transactions from Buyers.
- KingsPay Web Sites: The web site pages of KingsPay, or a KingsPay-affiliated or partner company.
- Payment Instrument: The credit card or debit that is registered by a Customer with the Service to facilitate the processing of Payment Transactions. The Payment Instrument must be associated with a billing address in a country where the Service is made available.
- Payment Transaction: The processing of a payment through the Service that results in the debiting or charging of the Purchase Amount to a Buyer's Payment Instrument and the crediting of funds to a Seller.
- Product: Any merchandise, good or service that is listed for sale by a Seller that a Buyer may pay for using the Service.
- Purchase Amount: The amount of a Payment Transaction in any currency acceptable by KingsPay for the purpose of paying for a Product, and any related fees, taxes or shipping charges, as applicable.
- Service: The KingsPay Payments service, described in this Terms of Service, that facilitates the processing of Payment Transactions on behalf of a Seller.
- "KingsPay", "we", or "us": Kinging LLC

2. Requirements for Registration

In order to use the Service, you must complete all required information elements on the Service registration web pages. You must register a valid credit or debit card as a Payment Instrument to make Payment Transactions and pay fees and other obligations arising from your use of the Service. You must provide current, complete and accurate information and maintain it as current and accurate. We may require you to provide additional information as a condition of continued

use of the Service, or to assist in determining whether to permit you to continue to use the Service.

You authorize us to confirm that your Payment Instrument is in good standing with the issuing financial institution, including, but not limited to, by submitting a request for a payment authorization and/or a low amount credit and/or debit to the Payment Instrument, in accordance with the relevant card association rules as applicable. You also authorize us to obtain from time to time a credit report and/or to otherwise make credit or other background inquiries as we deem appropriate to evaluate your registration for or continued use of the Service.

We, in our sole and absolute discretion, may refuse to approve or may terminate existing registrations with or without cause or notice, other than any notice required by any applicable law, and not waived herein.

By agreeing to this Terms of Service for Buyers, you represent that you are:

- 18 years old (or such other age at which majority is reached in your country) or older; and
- capable of entering into a legally binding agreement both with KingsPay and Sellers.

If you are a business entity, you also represent that you are:

- duly authorized to do business in the country or countries where you operate; and
- your employees, officers, representatives, and other agents accessing the Service are duly authorized to access the Service and to legally bind you to these Terms of Service and all transactions conducted under your username and password.

3. The Processing Service

3.1 Payment Transaction Processing

The Service facilitates the processing of Payment Transactions to complete a payment for a purchase between a Buyer and a Seller. The Service will store information from Buyers, such as their Payment Instruments and shipping information, and will process Payment Transactions on behalf of Sellers through the appropriate credit card or debit card network or through a participating as applicable. KingsPay may delay payment processing of suspicious transactions or transactions which may involve fraud, misconduct, or violate applicable law, this Terms of Service for Buyers, or other applicable KingsPay or Service policies, as determined in KingsPay's sole and absolute discretion. Buyer authorizes the charge or debit to Buyer's Payment Instrument as necessary to complete processing of a Payment Transaction. Buyer also authorizes the crediting to Buyer's Payment Instrument in connection with reversals, refunds, or adjustments through the Service.

You acknowledge and agree that your purchases of Products are transactions between you and the Seller, and not with KingsPay, or any of KingsPay's affiliates. KingsPay is not a party to your purchase of Products, and KingsPay, or other KingsPay affiliates are not a buyer or a seller in

connection with any Payment Transaction, unless expressly designated as such in the listing of the Product on a KingsPay Web Site.

3.2 Subscriptions/Recurring Transactions Purchases

Your subscription will start when you click 'Accept & Proceed' on a subscription purchase. This is a recurring billing transaction. Unless otherwise stated, your subscription and the relevant billing authorization will continue indefinitely until cancelled by you.

By clicking 'Accept & Proceed, you authorize the applicable Seller to bill your chosen Payment Instrument during the subscription at the Purchase Amount. The Purchase Amount will continue to be charged to your Payment Instrument, until you cancel your subscription, unless as otherwise stated in the terms and conditions. The billing rate is subject to change by the Seller during the subscription period.

Your Payment Instrument will be billed each period based on the date of the subscription purchase.

You may cancel a subscription at any time, but the cancellation will not become effective until the end of the current billing period. You will not receive a refund for the current billing period. You will continue to be able to access the relevant subscription for the remainder of the current billing period.

We reserve the right to issue refunds or credits at our sole discretion. If we issue a refund or credit, we are under no obligation to issue the same or similar refund in the future.

4. Permissible Payment Transactions

You may only use the Service to process a Payment Transaction for a Product that is purchased from a Seller through a legitimate, bona fide sale of the Product. The Service may not be used to process a Payment Transaction, or otherwise transfer money between a Buyer and Seller, that is unrelated to a purchase of a Product. The Service may not be used to receive cash advances from Sellers or to facilitate the purchase of cash equivalents (travelers checks, prepaid cards, money orders, etc.). You may not use the Service to process Payment Transactions in connection with the sale or exchange of any illegal goods or services or any other underlying illegal transaction.

You agree that you will not use the Service to process Payment Transactions for any Products that violate this Terms of Service, other policies or rules applicable to the Service, or applicable law. Failure to comply with these limitations may result in suspension or termination of your use of the Service.

5. Passing Payment Instrument Details to Third Parties

Where requested by You, KingsPay may pass details of your Payment Instrument and related information to a third party for that third party to charge the Payment Instrument for goods or services it will supply to You. In such cases, after passing the Payment Instrument details to that third party, KingsPay will have no further involvement in Your transaction with that third party (and You acknowledge and agree that your purchases made are transactions between you and the

third party and not with KingsPay or any of KingsPay's affiliates). This is not a Payment Transaction. You should contact the third party or Your Payment Instrument provider (e.g., credit or debit card provider) directly regarding any issues with such third-party transactions, including refunds and disputes.

6. Limitations on the Use of Service

We may establish general practices and limits concerning use of the Service, including without limitation individual or aggregate transaction limits on the amount or number of Payment Transactions during any specified time period(s). We reserve the right to change, suspend or discontinue any aspect of the Service at any time, including hours of operation or availability of the Service or any Service feature, without notice and without liability. We also reserve the right to impose limits on certain Service features or restrict access to parts or all of the Service without notice and without liability. We may decline to process any Payment Transaction without prior notice to Buyer or Seller.

We do not warrant that the functions contained in the Service will be uninterrupted or error free, and we shall not be responsible for any service interruptions (including, but not limited to, power outages, system failures or other interruptions that may affect the receipt, processing, acceptance, completion or settlement of Payment Transactions or the Service).

We may limit or suspend your use of the Service at any time, in our sole and absolute discretion. If we suspend your use of the Service, we will attempt to notify you by electronic mail, or through any other means available to us at the time. Suspension of your use of the Service will not affect your rights and obligations pursuant to this Terms of Service arising before or after such suspension.

7. Username and Password Information

You are responsible for:

- 1) maintaining the confidentiality of your username and password,
- 2) any and all transactions by persons that you give access to or that otherwise use such username or password, and
- 3) any and all consequences of use or misuse of your username and password. You agree to notify us immediately of any unauthorized use of your username or password or any other breach of security regarding the Service of which you have knowledge.

If Buyer is a business entity, Buyer agrees that all officers, employees, agents, representatives and others having access to the username and/or password shall be vested by Buyer with the authority to use the Service and legally bind Buyer. Buyer shall be responsible for all actions by current and former officers, employees, agents, representatives and others, regardless of whether authorized by Buyer, that access the Service using Buyer's user name and password.

8. Privacy

You understand and agree that personal information provided to us in connection with the Service is subject to KingsPay's Privacy Policy.

9. Use of Electronic Communications

We may communicate with you regarding the Service by means of electronic communications, including (a) sending electronic mail to the email address you provided during registration, or (b) posting notices or communications on a KingsPay Web Site. You agree that we may communicate with you by means of electronic communications the following: this Terms of Service (and revisions or amendments), notices or disclosures regarding the Service, payment authorizations, and any other matter relating to your use of the Service.

You should maintain copies of electronic communications by printing a paper copy or saving an electronic copy. Electronic communications shall be deemed received by you when we send the electronic communication to the email address you provided at the time of registration or as revised by you thereafter in accordance with this Terms of Service, or when we post the electronic communication on a KingsPay Web Site.

For those communications or records that we are otherwise required under applicable law to provide in a written paper form to you, you agree that we may provide such communications or records by means of electronic communications. The following additional terms will apply to such electronic communications: (a) you may contact us through the Service email or the contact page to request another electronic copy of the electronic communication without a fee; (b) you may request a paper copy of such an electronic communication, and we reserve the right to charge a fee to provide such paper copy; (c) you may contact us through the contact page to update your registration information used for electronic communications or to withdraw consent to receive electronic communications; and (d) we reserve the right to terminate your use of the Service if you decline or withdraw consent to receive electronic communications from us.

10. Service Fees

We do not charge a fee to use the Service as a Buyer. The financial institution that issues your Payment Instrument may charge a fee in connection with the debiting or charging of the Payment Instrument resulting from the Payment Transaction. You should consult the terms and conditions governing your Payment Instrument for more information about any such fees.

11. Disputes

KingsPay will provide various tools to assist Customers in communicating with each other to resolve a dispute that may arise between Buyers and Sellers with respect to their transaction. If Customers are unable to resolve a dispute, we can mediate disputes between buyers and sellers if either party requests assistance. If this occurs, we will review the dispute and propose a non-binding solution, if appropriate.

KingsPay may offer a feedback or other ranking system on the Service to assist you in evaluating other Customers of the Service. You acknowledge that any such feedback or ranking system

represents solely the opinion of other Customers of the Service, and is not an opinion, representation, or warranty by KingsPay with respect to other Customers of the Service.

You agree to release KingsPay and other KingsPay affiliates, and their agents, contractors, officers and employees, from all claims, demands and damages (actual and consequential) arising out of or in any way connected with a dispute. You agree that you will not involve KingsPay in any litigation or other dispute arising out of or related to any transaction, agreement, or arrangement with any Seller, other Buyer, advertiser or other third party in connection with the Service. If you attempt to do so, (i) you shall pay all costs and attorneys' fees of KingsPay, and other KingsPay affiliates and shall provide indemnification as set forth below, and (ii) the jurisdiction for any such litigation or dispute shall be limited as set forth below. However, nothing in this Terms of Service shall constitute a waiver of any rights, claims or defenses that you may have with respect to a Payment Transaction under the Buyer's card issuer agreement, the card association rules or any applicable laws.

12. Refunds

If you believe your account has been opened or used in an unauthorized manner, please contact us immediately at KingsPay@joinkingschat.com. Except as set forth in this Terms of Service or as required by law, all Payment Transactions processed through the Service are non-refundable to Buyer by KingsPay and are non-reversible by Buyer through the Service.

13. KingsPay Not a Banking Institution

KingsPay processes Payment Transactions on behalf of Sellers. KingsPay is not a bank or other chartered depository institution and it does not issue credit. Funds held by KingsPay or its service providers (including any bank service providers) in connection with the processing of Payment Transactions are not deposit obligations of Buyer and are not insured for the benefit of Buyer.

14. Termination of Service

We may, in our sole and absolute discretion without liability to you or any third party, terminate your use of the Service for any reason, including without limitation inactivity or violation of this Terms of Service or other policies we may establish from time to time.

Upon termination of your use of the Service, you remain liable for all Payment Transactions and any other obligations you have incurred. Upon termination, we have the right to prohibit your access to the Service, including without limitation by deactivating your username and password, and to refuse future access to the Service by you (or your relatives or known acquaintances or if a business entity, its parent, affiliates or subsidiaries or its or their successors).

15. Buyer Responsibility for Taxes and Other Regulatory Requirements

The reporting and payment of any applicable taxes arising from the use of the Service is your responsibility. You hereby agree to comply with any and all applicable tax laws, including the reporting and payment of any taxes arising in connection with Payment Transactions.

If you are resident of a country which regulates the exchange of foreign currency, you hereby warrant that you have obtained any necessary approval or permission from the authority responsible for that regulation (and all matters ancillary thereto) to use the Services. You hereby undertake to provide KingsPay. In the event that you fail to provide such documentation to KingsPay, KingsPay shall not be required and/or obliged to perform the Service and no agreement between you and KingsPay regarding the Service shall be of any force or effect.

Banking or other regulations in your country of residence may impose additional requirements or restrictions upon your ability to use the Service. You should confirm any such requirements or restrictions with your bank prior to deciding whether to register for the Service.

16. No Endorsement of Products

KingsPay does not represent or endorse, and shall not be responsible for:

(a) the safety, quality, accuracy, reliability, integrity or legality of any Product, the truth or accuracy of the description of Products, or of any advice, opinion, offer, proposal, statement, data or other information (collectively, "Content") displayed or distributed, purchased or paid through the Service, or the KingsPay Web Sites; or

(b) the ability of Buyers to buy Products or Sellers to deliver Products. KingsPay hereby disclaims any liability or responsibility for errors or omissions in any Content or in the Service. KingsPay reserves the right, but shall have no responsibility, to edit, modify, refuse to post or remove any Content, in whole or in part, that in KingsPay's sole and absolute discretion is objectionable, erroneous, illegal, fraudulent or otherwise in violation of this Terms of Service for Buyers.

17. Unclaimed Property

If we are holding funds due to you arising from a Payment Transaction processed through the Service or otherwise, and we are unable to contact you and have no record of your use of the Service for several years, applicable law may require us to report these funds as unclaimed property. If this occurs, we will try to locate you at the address shown in our records, but if we are unable to locate you, we may be required to deliver any such funds to the applicable state as unclaimed property. We reserve the right to deduct a dormancy fee or other administrative charges from such unclaimed funds, as permitted by applicable law.

18. Indemnification

You agree to indemnify, defend and hold harmless KingsPay, and their subsidiaries and other affiliates, and its and their directors, officers, owners, agents, co-branders or other partners, employees, information providers, licensors, licensees, consultants, contractors and other applicable third parties (including without limitation Stripe, Paystack, and relevant Customers) (collectively "Indemnified Parties") from and against any and all claims, demands, causes of

action, debt or liability, including reasonable attorneys fees, including without limitation attorneys fees and costs incurred by the Indemnified Parties arising out of, related to, or which may arise from: (i) your use of the Service; (ii) any breach or non-compliance by you of any term of this Terms of Service or any of KingsPay's policies; (iii) any dispute or litigation caused by your actions or omissions; or (iv) your negligence or violation or alleged violation of any law or rights of a third party.

19. Disclaimer of Warranties

THE SERVICE, INCLUDING ALL CONTENT, SOFTWARE, FUNCTIONS, MATERIALS, AND INFORMATION MADE AVAILABLE ON, PROVIDED IN CONNECTION WITH OR ACCESSIBLE THROUGH THE SERVICE, IS PROVIDED "AS IS." TO THE FULLEST EXTENT PERMISSIBLE BY LAW, KINGSPAY, AND THEIR SUBSIDIARIES AND OTHER AFFILIATES, AND THEIR AGENTS, CO-BRANDERS OR OTHER PARTNERS (COLLECTIVELY, "KINGSPAY PARTIES"), MAKE NO REPRESENTATION OR WARRANTY OF ANY KIND WHATSOEVER FOR THE SERVICE OR THE CONTENT, MATERIALS, INFORMATION AND FUNCTIONS MADE ACCESSIBLE BY THE SOFTWARE USED ON OR ACCESSED THROUGH THE SERVICE, OR FOR ANY BREACH OF SECURITY ASSOCIATED WITH THE TRANSMISSION OF SENSITIVE INFORMATION THROUGH THE SERVICE. EACH KINGSPAY PARTY DISCLAIMS WITHOUT LIMITATION, ANY WARRANTY OF ANY KIND WITH RESPECT TO THE SERVICE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. THE KINGSPAY PARTIES DO NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE. THE KINGSPAY PARTIES SHALL NOT BE RESPONSIBLE FOR ANY SERVICE INTERRUPTIONS, INCLUDING, BUT NOT LIMITED TO, SYSTEM FAILURES OR OTHER INTERRUPTIONS THAT MAY AFFECT THE RECEIPT, PROCESSING, ACCEPTANCE, COMPLETION OR SETTLEMENT OF PAYMENT TRANSACTIONS OR THE SERVICE.

20. Limitations of Liability; Force Majeure

IN NO EVENT SHALL ANY KINGSPAY PARTY BE RESPONSIBLE OR LIABLE TO BUYER OR ANY THIRD PARTY UNDER ANY CIRCUMSTANCES FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY, DAMAGES OR LOSSES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES WHICH MAY BE INCURRED IN CONNECTION WITH ANY KINGSPAY PARTY OR THE SERVICE, OR ANY GOODS, SERVICES, OR INFORMATION PURCHASED, RECEIVED, SOLD, OR PAID FOR BY WAY OF THE SERVICE, REGARDLESS OF THE TYPE OF CLAIM OR THE NATURE OF THE CAUSE OF ACTION, EVEN IF THE KINGSPAY PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS. IN NO EVENT SHALL THE KINGSPAY PARTIES' TOTAL CUMULATIVE LIABILITY ARISING FROM OR RELATING TO THIS AGREEMENT EXCEED THE NET FEES KINGSPAY HAS ACTUALLY RECEIVED AND RETAINED FROM THE BUYER'S VALID PAYMENT TRANSACTIONS DURING THE THREE-MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF THE CLAIM. Each party acknowledges that the other party has entered into this Terms of Service relying on the limitations of liability stated

herein and that those limitations are an essential basis of the bargain between the parties. In addition to and without limiting any of the foregoing, no KingsPay Party shall have any liability for any failure or delay resulting from any condition beyond the reasonable control of such party, including but not limited to governmental action or acts of terrorism, pandemic, earthquake, fire, flood or other acts of God, labor conditions, power failures and Internet disturbances.

21. Jurisdiction; Governing Law

This Terms of Service shall be governed by the laws of Delaware, and applicable Federal United States laws. To the extent permitted by law, each party agrees to submit to personal and exclusive jurisdiction of the courts located in the State of Delaware.

22. Notice

In addition to the electronic communications authorized under the Section entitled, "Use of Electronic Communications", statements, notices and other communications to Buyer may be made by mail, email, postings on the KingsPay Web Site or other reasonable means. We may also provide notices of changes to the Terms of Service or other matters by displaying links to notices on the KingsPay Web Sites. Notice to KingsPay may be made by mail to:

Kinging LLC

8505 Upton Circle

Suite 401

Rosedale, MD 21237

23. Modification of Terms of Service for Buyers

We have the right, in our sole and absolute discretion, to change, modify, or amend any portion of this Terms of Service at any time by posting notification on a KingsPay Web Site or otherwise communicating the notification to you. The changes will become effective, and shall be deemed accepted by you, after the initial posting and shall apply on a going-forward basis with respect to Payment Transactions initiated after the posting date. In the event that you do not agree with any such modification, your sole and exclusive remedy is to terminate your use of the Service.

24. Assignment

You may not assign this Terms of Service or any rights or obligations hereunder, by operation of law or otherwise, without our prior written approval and any such attempted assignment shall be void. We reserve the right to freely assign this Terms of Service and the rights and obligations hereunder, to any third party without notice or consent. Subject to the foregoing, this Terms of Service shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns.

25. Survival

Upon termination of your use of the Service or termination of this Terms of Service for any reason, in addition to this section, the following sections shall survive termination: 3.1, 6, 8, 9, 11, 13 through 22, and 26.

26. Other Provisions

The failure of KingsPay to exercise or enforce any right or provision of the Terms of Service shall not constitute a waiver of such right or provision. If any provision of this Terms of Service shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Terms of Service shall otherwise remain in full force and effect and remain enforceable between the parties. Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section. This Terms of Service, including KingsPay's policies governing the Service referenced herein, constitutes the entire agreement between KingsPay and Buyer with respect to Buyer's use of the Service. This Terms of Service is not intended and shall not be construed to create any rights or remedies in any parties other than Buyer and KingsPay, and other KingsPay affiliates which each shall be a third party beneficiary of this Terms of Service for Buyers, and no other person shall assert any rights as a third party beneficiary hereunder.