

POS Terms and Conditions

1. Introduction, Acceptance, Definitions, and Modifications

These Terms of Use (the “TOU”) apply to the website at <https://howtopay.com> and include all subdomains present and future. We hope you enjoy your visit and/or use of the Website, which may involve the use of the “Services”, the proprietary software system that Confidia Limited (Confidia) has developed to facilitate the making of payments to third-party individuals or companies around the world (“Recipients”) as well as other related services. The Services are more fully defined herein below. For further clarity, any mention of the Website in these TOUs includes the Services, as the Services are accessed on a subdomain of the Website.

By visiting and/or using the Website or clicking the acceptance box upon signing up for an account, you agree to be bound by the terms of the present agreement, the TOU, without any reservations, modifications, additions, or deletions. If you do not agree to all the provisions contained in the TOU, you are not authorized to use the Website. The TOU is a legal and binding agreement between you and us.

The Services may only be used by legally constituted entities, including but not limited to corporations, partnerships, and legal organizations (hereinafter “Legal Entities”). Suppose you are an individual using the Services on behalf of a Legal Entity. In that case, you represent and warrant that you have the capacity and authority to enter into the TOU on behalf of the Legal Entity. You hereby agree to be bound by the terms of the TOU on behalf of that Legal Entity.

The Website is owned and operated by Confidia Limited (Australia), represented by Confidia POS Co. in Thailand.

Confidia Limited (Australia):
Unit B1, 13-21 Mandible St, Alexandria NSW 2015, Australia.

Confidia POS Co. Ltd (Thailand):
78-80 Silom Soi 4, Silom Road, Suriyawongse Sub District, Bangrak, Bangkok Thailand 10500.

Where the present TOU refers to Confidia Limited, it may refer to Confidia and/or its officers, directors, employees, agents, or representatives, depending on the context. Any reference to “we”, “our”, or “us” in these TOUs, a Website visitor or user, or the Legal Entity they represent (depending on the context) may be referred to as “you” or “your”. When a Website user has created an account and is logged in to the Services, they may be referred to as a “Logged-in User”. Confidia reserves the right to modify or replace any TOU at any time and without prior notice. Any changes to the TOU can be found at this URL. It is your responsibility to check the TOU periodically for changes. Your use of the Website after posting any changes to the TOU constitutes acceptance of those changes. Suppose we make any substantial changes to the TOU that materially affect your legal relationship with Confidia. In that case, we will use commercially reasonable efforts to notify you by sending a notice to the primary email address specified in your account or by posting a prominent notice when you log in to your account for the first time following those changes. The TOU should be read in conjunction with the Privacy Policy, as both these documents govern your use of the Website.

If you have any questions about the TOU, please contact: Confidia Limited (Australia)

Compliance Department – compliance@confidia.au

Confidia POS Co.Ltd (Thailand)

Compliance Department – support@howtopay.com

2. General Code of Conduct for Use of the Website

In addition to the more specific rules found later in these TOU, you agree that by visiting and/or using the Website, you will:

- a. Not use the Website in any manner that in any way violates these TOUs;
- b. Not use the Website in any manner that violates any intellectual property rights of any third party;
- c. Not use the Website other than for your personal use, on behalf of your Legal Entity, or for other Authorized Users (as defined below) on your account;
- d. Not use the Website in any manner to propagate spam, including but not limited to unsolicited advertising or bulk electronic mail or messages, including to link to a spam or phishing website;
- e. Not use the Website in any manner to propagate software viruses, Trojan horses, worms, or any other malicious or non-malicious computer code, files, or programs that are designed or intended to disrupt, damage, limit or interfere with the proper function of any software, hardware, or telecommunications equipment in any form whether belonging to Confidia or a third party, or to damage or obtain unauthorised access to any system, data, password or other information (whether Personal Information or not) of Confidia, other Website users, or any other third party;
- f. not take any action that imposes or may impose (as determined by Confidia in its sole discretion) an unreasonable or

disproportionately large load on Confidia (or its third-party providers') infrastructures;

- g. Not Interfere, or attempt to interfere, with the proper functioning of the Website or any activities conducted on the Website;
- h. Not bypass any measures Confidia may use to prevent or restrict access to the Website or any element thereof;
- i. Do Not use manual or automated software, devices, or other processes to “crawl” or “spider” any website page; or
- j. Not harvest or scrape any content from the Website in an unreasonable manner;
- k. Use the Website in good faith and compliance with all applicable local, state, provincial, national, and international laws.

3. Accounts, Passwords and Logged-in Users

In order to use the Services, you are required to create an account. Accounts are free and are available to anyone who provides the requisite information. The information required to create an account is the following: a valid email address, your full name, your company name, your company website, and your phone number. This information plus any additional non-mandatory information you submit as part of the sign-up process or at a subsequent time may be referred to in the present TOU or the Privacy Policy as “Account Information”.

You will be asked to choose a password for the account registration process. You are responsible for creating a password of sufficient strength that third parties cannot quickly discover. If you are a Logged-in User, it is strongly suggested that you log out of your account at the end of every session or not leave a logged-in account unattended for any period. Confident, its affiliates, and their respective shareholders, officers, directors, employees, agents,

partners, principals, representatives, successors and assigns (collectively “Representatives”) will not be held liable for any losses or damages, direct or indirect, pecuniary or non-pecuniary, resulting from your failure to log out at the end of the session, an unattended logged-in session, or a third party using the Services with your account information and accessing your account through any means, and disclaims any responsibility in this regard.

In addition to your account, you may add additional team members from your Legal Entity who shall be able to use the Services as part of your account by submitting additional Account Information as described in the Privacy Policy. These individuals may be referred to in these TOU or the Privacy Policy as “Authorized Users”. You shall be responsible for the rights and obligations under these TOU or the Privacy Policy of any Authorized User for whom you have created a sub-account in this manner. Any violations of these TOUs by an Authorized User whose account you made shall be your sole responsibility, and you shall be liable for any actions taken by Confidia after such a violation. Confidia reserves the right to terminate your account, or the account of any Authorized User, at its sole discretion, at any time and for any reason, including but not limited to whether you (or the Authorized User, as applicable) have violated the letter or spirit of the TOU, as more further described hereinbelow.

4. Use of the Services

By using the Services, you agree to utilise our payment gateway in accordance with the terms outlined in this section and throughout these Terms of Use (TOU).

a. Definition of the Services and the Role of Confidia.

The Services are a propriety software system that Confidia has developed to facilitate payments to Recipients, as well as additional related functionalities and services such as tax compliance.

Confidia is not a bank or a Money Services Business (“MSB”), and Confidia does not offer banking or MSB services. Confidia only provides the services that are used to facilitate your payment-making using an Electronic Money Institution license (“EMI”) (as defined in section 4b. below).

b. Acceptance Process

In addition to having an account, to use the Services in their entirety, you must submit certain information about you, your Legal Entity, and financial information as more fully described in the Privacy Policy (hereinafter “Onboarding Information”). By submitting this Onboarding Information, you represent and warrant that (i) all the Onboarding Information you submit is truthful and accurate, to the best of your knowledge, and (ii) you shall provide any additional information pertinent to the acceptance process when requested by us, which shall also be truthful and accurate to the best of your knowledge. Upon receipt of your onboarding information, Confidia will determine if you can use the services. Confidia reserves the right, in its absolute discretion, to decide whether or not you have been accepted to use the Services. Confidia or its Representatives shall not be held liable for any losses or damages, direct or indirect, pecuniary or non-pecuniary, resulting from our denial of your access to the Services.

You may be referred to as a “Client” in the TOU or the Privacy Policy if accepted to use the Services.

c. Client Agreement

Upon becoming a Client, we shall forward to you a Client Agreement between you (as a representative of your Legal Entity) and a third-party financial services partner, which may vary depending on your country of origin (hereinafter “Financial Services Provider”). The Client Agreement governs making payments to Recipients facilitated by the Services. You are responsible for

executing this Client Agreement with the Financial Services Provider and adhering to the terms and conditions when using the Services.

Notwithstanding that Confidia has contracted with the financial services providers we use, we have no control over their activities or business or the terms and conditions of the Client Agreement. Confidia only facilitates payments made to Recipients via the Financial Services Provider. CONFIDIA or its Representatives shall not be held liable for any losses or damages, direct or indirect, pecuniary or non-pecuniary, resulting from the actions or omissions of any Financial Services Provider or your violation of the terms of any executed Client Agreement, and expressly disclaims any responsibility in this regard.

d. Payment of Fees

By using the Services, you agree to pay the applicable fees outlined in our website's pricing section or negotiated in your Client Agreement, which shall also be communicated to you upon becoming a Client (hereinafter "Fees"). Standard fees are listed in EUR. As a Logged-in User, detailed fees can be found in your account under "Fee Schedule". Fees do not include any applicable taxes in any form, duties, export or import fees, or any similar governmental charges; you shall solely be responsible for payment of any such charges and shall indemnify Confidia for any claim MADE against Confidia, its affiliates or their respective Representatives in connection therewith. The Fees may be adjusted from time to time; you will be given sufficient notice upon adjustment of the amount of the Fees. Payment of the Fees shall occur without your intervention. Our Financial Services Provider shall add the Fees to your payments to Recipients.

e. Third Party Payment Providers

You may use the Services to pay Recipients via "Third Party Payment Providers" such as PayPal. When you use these Services in this

manner, you acknowledge and agree that you will comply with any Terms of Service, User Agreement, or similar contract between you and the Third Party Payment Provider. Confidia or its Representatives shall not be held liable for any losses or damages, direct or indirect, pecuniary or non-pecuniary, resulting from the actions or omissions of any Third Party Payment Provider and expressly disclaims any responsibility in this regard. Any fees for use of a Third Party Payment Provider to make payments to Recipients shall be borne by you. In addition to the fees owed to the Third Party Payment Provider, you shall also pay the Fees payable to Confidia.

f. Additional Terms

By using the Services, you acknowledge and agree that any payments to Recipients facilitated by using the Services are made for services rendered that in no way violate any applicable civil or criminal law in either your jurisdiction or the jurisdiction of the Recipient. Furthermore, both Confidia and any Third Party Payment Provider retain the absolute right to refuse to offer the Services or facilitate or complete any payments to Recipients where payments are to be made for services that we or the Third Party Payment Provider may consider "high-risk" or that in any way violate any Client Agreement. This paragraph shall apply even if you are generally accepted to use the Services.

5. Copyright and Intellectual Property Rights

a. General

The content, arrangement and layout of the Website and Computer Code (as defined below) are proprietary to Confidia, either owned or under license, and may not be copied, imitated, reproduced, displayed, distributed, transmitted, decompiled, derivative works made from or otherwise used without the express permission of Confidia, or as permitted by the functionality of the Website or these TOU. Any unauthorised use of the content, arrangement or

layout of the Website, Computer Code, images, logos, videos, audio or trademarks found on the Website or any derivative works thereof may violate civil or criminal laws, including but not limited to intellectual property laws, and Confidia may take action accordingly.

The above paragraph further applies to third-party property used as part of the Website, including but not limited to third-party Computer Code. For the present section, “Computer Code” includes but is not limited to source code in any programming language, object code, frameworks, CSS, PHP, JavaScript or similar files, templates, modules, or any similar files and related documentation. Suppose you choose to communicate suggestions for improvements to the Website and/or the Services to Confidia (collectively, “Feedback”). In that case, Confidia shall own all rights, titles, and interests in and to the Feedback and will be entitled to use the Feedback without restriction. You hereby irrevocably assign all rights, titles and interests in and to the Feedback to Confidia and waive in favour of Confidia and its successors, assign all your moral rights in the Feedback, and agree to provide Confidia such assistance as Confidia may require to document, perfect, and maintain Confidia rights to the Feedback. You acknowledge and agree that, by providing any Feedback to Confidia, you are not entitled to any compensation or reimbursement from Confidia under any circumstances.

b. Application Programming Interface (“API”)

If you download and use the Confidia API, no ownership of the API or its constituent Computer Code will be transferred to you. We hereby grant you a non-exclusive, worldwide, personal, non-transferable, non-assignable, non-sublicensable, royalty-free license to use the API as contemplated in the API documentation.

6. External Links

From time to time, Confidia may provide links to other websites or services. Links from the Website may take you to websites or services not covered by these TOUs. When you access third-party resources on the Internet in this manner, you do so at your own risk. Confidia provides those links for your convenience. Confidia takes no responsibility for using those other websites or services or protecting your privacy (including a collection of your personal information) on those other websites or services. We encourage you to check the Terms of Use and/or Privacy Policy of any website or service you visit. Confidia does not make any claim or warranty whatsoever about the content of those websites or services we link or any products or services available through those websites or the third parties operating those websites. In no way will Confidia or its Representatives be held responsible for any damages, direct or indirect, pecuniary or non-pecuniary: (1) for your use of websites or other services that may be linked to from the Website or the information thereon; (2) for any virus, Trojan horse, worm or other similar destructive file received as a result of your use of those websites or services; (3) caused by or in connection with, use of or reliance on any content, or products or services (whether gratis or for purchase) available on or through any linked-to website or service; or (4) for the actions of the operators of any such website or service.

7. Interruption of Service

From time to time, the Website may be unavailable for maintenance and/or modifications to the Website. While we will endeavour to make this unavailability as brief as possible, Confidia or its Representatives shall not be held liable for any losses or damages, pecuniary or non-pecuniary, resulting from the interruption of the normal functioning of the Website and disclaims any responsibility thereto.

8. Data Protection

This section applies to the extent that you or Confidia process data to which European data protection laws apply.

The terms “GDPR” and “General Data Protection Regulation” refer to the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016, as amended from time to time. The terms “Personal Data”, “Data Subject”, “Data Controller”, “Data Processor”, and “processing” shall have the meaning given to them in the GDPR. “EU Data Protection Laws” means any applicable laws relating to the protection of personal data, including but not limited to the GDPR, national laws relating to data protection, relevant industry standards, the EU-US Privacy Shield Framework, any guidance issued by a competent data protection authority in the UK or at a place of business of the Client if the Client has a place of business in the EU.

In this Agreement, a Party that acts as a Data Controller concerning certain Personal Data shall be referred to as a “Controlling Party”, and a Party that acts as a Data Processor regarding certain Personal Data shall be referred to as a “Processing Party” about the Personal Data in question. Nothing in this Agreement shall make the Parties joint Data Controllers. Each Party shall refrain from any communication or other acts vis-à-vis third parties that may declare, imply or suggest that the parties are joint Data Controllers. Each Party has taken commercially reasonable steps to maintain appropriate administrative, organisational, physical, and technical safeguards to protect the security, confidentiality and integrity of Personal Data.

Each Party shall:

(a) Process all Personal Data by applicable Data Protection Laws;

(b) Limit the processing of Personal Data to the purpose of fulfilling its obligations under this Agreement and/or any obligations of a Party towards a Client or Data Subject;

(c) Promptly correct any incorrect Personal Data or update Personal Data at the request of the Data Subject.

A Processing Party shall:

(d) Follow all reasonable instructions of the Controlling Party concerning the processing of Personal Data; the reasonableness of the instruction is to be assessed against Data Protection laws and the rights of Data Subjects; where it is commercially unreasonable for the Processing Party to follow the instruction, free of charge, the Controlling Party shall undertake to indemnify the Processing Party when giving the instruction;

(e) Immediately inform the Controlling Party of any IT security incident or other incident affecting Personal Data and which may hurt the rights of a Data Subject concerning the processed Personal Data; to this effect, the Parties shall put in place and maintain relevant communication channels for urgent communication;

(f) Forward, without undue delay, to the Controlling Party any communication from regulators or Data Subjects (including but not limited to complaints, data subject access requests, data correction or deletion requests, data migration requests) that is relevant for the Controlling Party;

(g) Not transfer any Personal Data outside the EEA unless:

i. The transfer is to a jurisdiction that is deemed equivalent to the EEA by a decision of the EU Commission, or the transfer is to a recipient outside the EEA under an agreement with the Processing Party that binds the recipient to the EU Standard Contractual Clauses, and

ii. The Processor has notified the Controller of its general intention to transfer Personal Data to a particular recipient by sub-section (i), and the Controlling Party has not objected to the intention within five business days.

(h) Provide the Controlling Party upon request with reasonable assistance in connection with the Controlling Party's obligations to comply with Data Protection Laws (including but not limited to necessary inspections, audits and requests for information); the reasonableness of such assistance is to be assessed against Data Protection Laws and the rights of Data Subjects; where it is commercially unreasonable for the Processing Party to assist free of charge, the Controlling Party shall undertake to indemnify the Processing Party when requesting assistance;

(i) Execute such further documents, including but not limited to further processing agreements or EU standard contractual clauses, as the Controlling Party requires to comply with Data Protection Laws;

You know that international payment transactions frequently require the transfer of Personal Data outside the EEA. The prohibition on transfers to third countries shall not apply to Personal Data processed by Confidia in connection with such international payment transactions. Instead, you shall at all times ensure that you have:

(j) Procured and will maintain the necessary informed and valid consents from the Data Subject that allows the transfer of Personal Data worldwide to provide the Services under this Agreement

(k) Notify the Data Subject about the purpose, nature, and extent of the processing of Personal Data (by presenting a privacy statement to the Data Subject or otherwise). You shall indemnify Confidia for any loss (including but not limited to claims by Data Subjects or fines imposed by regulators or courts) caused by the Client's failure

to comply with this section. If you are an individual trader or Confidia otherwise processes the Personal Data of an individual within your organisation to administrate the business relationship or provide the Services under this Agreement ("Personal Client Data"), Confidia shall process such data by its published privacy policy (which can be found here: [Privacy Policy](#) and applicable laws. You know that Personal Client Data related to customer due diligence may be processed by Confidia for at least 5 years after the end of the business relationship. You are obliged to bring Confidia's privacy notice to the attention of the individual whose Personal Client Data is being processed. You must procure and maintain all relevant consents from individuals within your organisation to process Personal Client Data by Confidia. You shall indemnify Confidia against any claims of unlawful data processing due to your breach of this section. The Client shall reimburse Confidia for any reasonable cost incurred in connection with directly dealing with individuals whose Personal Client Data are being processed, including but not limited to the cost incurred in connection with any individual's data subject access requests, deletion requests, complaints resolved in favour of Confidia, data migration requests or the exercise of any other individual rights under the GDPR or other applicable laws.

9. Termination of the Website or Your Access to the Website and the TOU

You agree that Confidia, in their sole discretion, with or without cause, has the right (but not the obligation) to block your IP address, revoke your account credentials, or otherwise terminate your access to or use of the Website (or any portion thereof), immediately and without notice, for any reason, including, without limitation, if Confidia believes that you have acted inconsistently with the letter or spirit of the TOU or the Privacy Policy, or have violated your Client Agreement. Confidia may also, in their sole discretion and at any time, discontinue providing the Website, or

any portion thereof, with or without notice. You agree that Confidia shall not be liable to you or any third party for any losses or damages, pecuniary or non-pecuniary, resulting from the termination of your access to the Website or from Confidia's termination of the Website or any part thereof. You may also choose to terminate your access to the Website by cancelling your account. If you wish to cancel your account, please get in touch with us at support@howtopay.com

Termination of the Website or your access to the Website shall terminate the present TOU between you and Confidia. All provisions of these TOUs which by their nature should survive termination of these TOUs shall survive termination, including without limitation, intellectual property provisions, disclaimers, indemnity, and limitations of liability.

10. Disclaimer of Warranties

You expressly understand and agree that your use of the Website, the information thereon or materials downloaded therefrom, or any activity arising from your use of the Website or the information thereon or the materials downloaded therefrom is at your sole risk. The Website, any materials downloaded therefrom, or any third-party materials are provided on an "as is" and "as available" basis. You will be solely responsible for any damage to your computer system or loss of data that results from the download, stream or access of any material obtained through the use of the Website or any other functionalities of the Website or losses or damages (financial or otherwise) resulting from your use of the Website, the information thereon, any materials downloaded therefrom, or any activity arising from the use of the Website, the information thereon or any materials downloaded therefrom. The information or resources provided through the Website, written or produced by Confidia's staff, freelance writers or other subcontractors hired by Confidia, are expected to be as accurate as possible during writing

or production. Every effort has been made to ensure that the information from the Website is as precise and up-to-date as possible. However, certain information may change, and errors or omissions may occur, and Confidia shall not be responsible for any loss or damage, financial or otherwise, resulting from changes or errors in information, or any omission, on the Website or the information thereon;

Confidia expressly disclaims all warranties of any kind, whether express or implied, including but not limited to warranties of title and non-infringement; warranties that the Website, the information thereon or any materials downloaded therefrom, and any third-party materials or third-party services accessed via the Website will be uninterrupted, error-free, accurate, reliable and free from virus and other harmful components; and the implied warranties of ability and fitness for a particular purpose. Confident, its affiliates and their respective Representatives do not warrant that: (i) the Website will be secure or available at any particular time or location; (ii) any defects, errors or omissions will be corrected; (iii) any content (whether provided by Confidia or third parties) available at or through the Website is free of viruses or other harmful components; or (iv) the results of using the Website or any content downloaded therefrom will meet your requirements;

Some content displayed on the Website may include materials (including concerning products or services) belonging to or provided by third parties. You acknowledge that we assume no responsibility for such content, products and/or services. To the extent that the law does not permit a disclaimer of warranties, all content accessible on this Website or any other website to which we link and all operations are warranted only to the minimum amount legally required.

11. Limitation Of Liability

In no case will Confidia, its affiliates, or their respective Representatives or licensees be liable for any indirect, special, consequential, exemplary, punitive damages or other damages or for any losses, damages, liabilities, costs and expenses arising out of or relating to (i) your access, use, misuse or inability to access or use the Website or any third party services accessed via the Website, or (ii) the interruption, suspension or termination of any part of or all the Website; and in both cases (i) and (ii) regardless of the cause of action (whether in contract, warranty, delict, quasi-delict, tort, negligence, strict liability or any other theory of liability) and even if we have been advised of the possibility of such damages. Notwithstanding anything to the contrary in the TOU, in no event will our aggregate liability for any claims in connection with your use of the Website exceed the lesser of (i) EUR 100 or (ii) the total amount of the fees paid by you to Confidia over the previous 6 (six) calendar months. Confidia disclaims any responsibility where we, our Financial Services Providers or any Third Party Payment Provider fail to fulfil any contractual obligations due to an act of God or any force majeure event. You expressly understand and agree that Confidia, its affiliates, or their respective Representatives or licensees shall not be liable for any direct, indirect, incidental, special, consequential, punitive or exemplary damages, including, but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses, in contract, tort, strict liability, negligence, general civil liability or any other cause of action under legal or equitable theory, relating to the Website, the information on the Website, the use of the Website, activities arising from your use of the Website, any third party materials on the Website, access to or use of any third party services available through the Website, or any materials downloaded from the Website. This limitation of liability applies, without limitation, to any damages or injury caused by any error, omission or other failure of performance by Confidia, its

affiliates, business partners (including but not limited to our Financial Services Providers), agents or other subcontractors; any interruption, defect or delay in operation or transmission, including communication line failure; any computer virus; and any theft, destruction or alteration of, or unauthorised access to or use of, any electronic records.; Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above exclusions and limitations may or may not apply to you.

12. Indemnity

Notwithstanding any other term of the TOU or any act or failure to act by Confidia or its Representatives, you agree to indemnify, defend and hold harmless Confidia, its affiliates and their respective Representatives, where applicable, from and against any damages, liabilities, costs and expenses (including attorneys' fees), claims or demands, arising out of (i) your use of or connection to the Website, the information thereon, the materials downloaded therefrom; (ii) your participation in any activities arising from the Website, the information thereon, or the third party services available through the Website; (iii) your violation of, or failure to perform your obligations under the TOU, the Privacy Policy or your Client Agreement (as applicable); or (iv) your violation of any rights of a third party.

13. Governing Law and Applicable Jurisdiction

The TOU and your use of the Website shall be governed by and construed by the laws of the EU, in force at the time, excluding any rules of private international law or the conflict of laws that would lead to the application of any other laws. Regardless of where you access the Website, you agree that any action arising out of or relating to the TOU or your use of the Website shall be filed and adjudicated only in the courts located in the EU, and you hereby irrevocably and unconditionally consent that and attorn to the

exclusive jurisdiction and venue of such court over any suit, action or proceeding arising out of the TOU or your use of the Website. Notwithstanding the foregoing, Confidia shall have the right to bring action against you in courts of competent jurisdiction in the jurisdiction in which you reside or are located: (i) to seek injunctive relief against you; (ii) to obtain a judgment against you where judgment by the court will, or may not be, enforced by the jurisdiction in which you reside or are located; or (iii) to enforce a judgment obtained against you in the EU court.

14. Law Enforcement

i) If you are a consumer, please note that EU Law governs these terms of use, subject matter, and formation. You and I agree that the EU courts will have non-exclusive jurisdiction.

ii) If you are a business, these terms of use, its subject matter and its formation (and any non-contractual disputes or claims) are governed by EU law. We both agree to the exclusive jurisdiction of the courts of the EU.

15. Miscellaneous Provisions

(i) The TOU, in conjunction with the Privacy Policy (where applicable), constitute the entire agreement between you and Confidia concerning your use of the Website, superseding any prior agreements between you and Confidia. Any definitions made only in the TOU shall apply equally to the Privacy Policy, and any definitions made only in the Privacy Policy shall apply equally to the TOU.

(ii) Confidia shall not be liable for any failure to perform its obligations under the present TOU where such failure results from any cause beyond Confidia's reasonable control, including, but not limited to, mechanical, electronic or communications failure or degradation.

(iii) If any provision of the TOU or Privacy Policy is found by a court of competent jurisdiction to be invalid, you and Confidia nevertheless agree that the court should endeavour to give effect to the parties' intentions as reflected in the provision and the other provisions of the TOU or Privacy Policy, as the case may be, shall remain in full force and effect.

(iv) The failure of Confidia to exercise or enforce any right or provision of these TOUs does not constitute a waiver of such right or provision, which will still be available to Confidia.

(v) You shall not transfer or assign any rights or obligations you have under these TOUs without the prior written consent of Confidia.

(vi) The titles of the TOU and Privacy Policy sections are for convenience only and have no legal or contractual effect.

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