Unit 5B1, 5th Floor, Wing B, Ebène Cyber Tower, Cyber City, Rose Hill, Mauritius.

# Terms of Use

# **User Agreement for Trillionpay Ltd.:**

This Agreement applies to your use of Trllionpay Ltd.'s payment service and any related products and services (collectively the "Service").

In this Agreement, "you" or "your" means any person or entity using the Service ("Users"). Unless otherwise stated, "Trillionpay Ltd" will refer collectively to trillionpay.com, Trillionpay Ltd. and their respective parent or subsidiary companies, affiliates, officers, employees and agents.

By signing up with Trillionpay Ltd, you represent that you understand and accept the terms and conditions of this Agreement. We may amend this Agreement at any time by posting the amended terms to our site, and your continued use of the Service will constitute acceptance of the amended terms.

## **Description of Services:**

Trillionpay Ltd is a provider of Online Transaction Services. These services are provided to Clients desiring to sell products and services via the Internet or World Wide Web. Trillionpay Ltd enables you to accept online Payments through various financial instruments. Depending on the financial instrument, as well as the Services you subscribe to, Trillionpay Ltd may collect this payment on your behalf and remit it to you, or facilitate the direct Transfer of these payments into your Bank account.

## Eligibility:

To be eligible for an account,

- You must be a resident of any country and have a Bank account in that respective country
- You must register for an Account with Trillionpay Ltd
- If you are under the age of 18, you must obtain the consent of your parent or guardian.
- You must have access to the Internet and to a current e-mail address.
   You have sole responsibility for providing trillionpay.com with a correct and operational e-mail address.
   Trillionpay Ltd will not be liable for any undelivered e-mail communications or any costs you incur for maintaining Internet access and an e-mail account.
   You must promptly update your online information to reflect any change in your e-mail or postal mailing address

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If you register an account inspite of not falling under any of the above criteria, Trillionpay Ltd has the right to terminate your use of the Service and Trillionpay.com, its agents, suppliers, and subcontractors have the right to recover from you any costs or losses incurred as a direct or indirect result of this registration.

## **Registration Information:**

You agree to provide true, accurate and complete registration information and to maintain and promptly update your information as applicable. You agree not to impersonate any person or use a name that you are not authorized to use. If any information you provide is untrue, inaccurate, not current, or incomplete, Trillionpay Ltd has the right to terminate your use of the Service and Trillionpay.com, its agents, suppliers, and subcontractors have the right to recover from you any costs or losses incurred as a direct or indirect result of the inaccurate or incomplete information. You

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authorize Trillionpay.com and its agents, suppliers and subcontractors to make any inquiries they consider necessary to validate your registration.

### Withdrawals:

If you have any Balance in your Trillionpay.com account you may elect to withdraw all or part of the balance by direct deposit into your bank account or by physical check.

Cheque Withdrawals

- Trillionpay Ltd limits the number of mailed checks per account to one per Week.
- Check withdrawals are not sent to P.O. Box addresses.
- For Payments sent outside Mauritius a bank transer will be used.
- Trillionpay Ltd has the right to levy charges for Withdrawals, which may change from time to time

#### Direct Deposit Withdrawals

• Trillionpay Ltd does not currently support Direct Deposit Withdrawals and is working towards adding this functionality very soon.

### Withdrawal/Spending Limits:

As of now there are no limits to the amount of money that you may withdraw or spend using your trillionpay.com Account. There may however be limits imposed in the future.

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## **Reversal of a Transaction:**

Trillionpay Ltd allows you to receive funds into your Trillionpay.com account from various sources. In the event that the sender's transaction is reversed for any reason, you will owe Trillionpay Ltd for the amount of the reversed transaction plus any fees imposed on Trillionpay Ltd as a result of the reversal plus any processing charges that Trillionpay Ltd may levy upon you for the same. Trillionpay Ltd will seek to recover the funds from you by debiting your Trillionpay.com balance and, if there are not sufficient funds in your Trillionpay.com balance, Trillionpay Ltd reserves the right to collect your debt to Trillionpay Ltd by any other legal means.

### **Electronic Communications:**

To the fullest extent permitted by applicable law, this Agreement and any other agreements, notices or other communications regarding your account and/or your use of the Service ("Communications"), may be provided to you electronically and you agree to receive Communications in an electronic form. Electronic Communications may be posted on the pages within the Trillionpay.com website and/or delivered to your e-mail address. You will print a copy of any Communications and retain it for your records. All Communications in either electronic or paper format will be considered to be in "writing," and to have been received no later than five (5) business days after posting or dissemination, whether or not you have received or retrieved the Communication. Trillionpay Ltd reserves the right but assumes no obligation to provide Communications in paper format.

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### Passwords:

You may not divulge your account password(s) to anyone else, nor may you use anyone else's password. Trillionpay Ltd is not responsible for losses incurred by Users as the result of their misuse of passwords.

### Hacking:

If you use, or attempt to use the Service for other purposes including but not limited to tampering, hacking, modifying or otherwise corrupting the security or functionality of Service, your account will be terminated and you will be subject to damages and other penalties, including criminal prosecution where available.

### Assignability:

You may not transfer any rights or obligations you may have under this Agreement without the prior written consent of Trillionpay Ltd. Trillionpay Ltd

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reserves the right to transfer any right or obligation under this Agreement without your consent.

### **Close Account:**

You may close your account at any time, provided all applicable fees for services and account management have been paid in full. Upon closure of an account, any monies remaining in the account, less any applicable fees, will be immediately and automatically paid in full. You will remain liable for all obligations related to the account even after such account is closed.

#### Taxes:

It is your responsibility to determine what, if any, taxes apply to the payments you make or receive and to collect, report and remit the correct tax to the appropriate tax authority. Trillionpay Ltd is not obligated to determine whether taxes apply, and is not responsible to collect, report, or remit any taxes arising from any transaction.

# **Account Usage:**

By accepting the terms as outlined in this Agreement and using your Account, you attest that you hold all the necessary licenses to engage in the advertising and sale of the goods and services offered for sale or use through Account, and that you do not provide unlawful or illicit products or services. You will not use your Account, the website or any of the services offered therein for any unlawful, fraudulent or improper activity. If PDR Domains has reason to believe that you may be engaging in or have engaged in fraudulent, unlawful, or improper activity, including without limitation any violation of any terms and conditions relating to the Service, the website or any related services, your access to the website and any services contained therein may be suspended or terminated. You will cooperate fully with Trillionpay Ltd to investigate any suspected unlawful, fraudulent or improper activity.

## Privacy:

View our Privacy Policy. You agree that you have had an opportunity to review, download or print our Privacy Policy. You consent to have your name, email address, date of sign-up, and other details required by Trillionpay Ltd made available as identification to anyone whom you have paid or who is attempting to pay you through the Trillionpay.com service. Trillionpay Ltd . Mauritius.

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In addition to the terms listed above, you further agree that Trillionpay Ltd may access and disclose information about you or your use of our services if and when Trillionpay Ltd deems necessary or appropriate to comply with the law or legal process, to protect Trillionpay Ltd's systems and customers, or to ensure the integrity and operation of Trillionpay Ltd's business and systems. Unless otherwise prohibited by law, such disclosure may include, without limitation, user profile information (e.g., name, e-mail address, etc.), transaction information, IP address and traffic information, and usage history.

#### Fees:

Trillionpay Ltd's current Fee Schedule for using the Service is posted on the website or maybe obtained by contacting avassa@trillionpay.com. Unless otherwise stated, all fees quoted are in U.S. dollars. Users are responsible for paying all fees associated with the use of their Premier or Business Accounts and the Premier/Business Service.

## **Security Features:**

Trillionpay Ltd strongly suggests that you use a web browser with 128-bit encryption. Regardless of whether you use a web browser with security features, Trillionpay Ltd is unable to ensure that data transmitted via the Service is secure and/or will not be intercepted by third parties.

### **Blocking:**

Trillionpay Ltd, at its sole discretion, reserves the right to block an account for any one of the events listed below. If your account is blocked, you may forfeit all funds currently in your balance.

- Reports of unauthorized or unusual credit card use associated with the account including, but not limited to, notice by the card-issuing bank
- Reports of unauthorized or unusual checking account use associated with the account
- Complaints received regarding non-shipment of merchandise, merchandise not as described, or problems with merchandise shipped
- Receipt of potentially fraudulent funds
- Unconfirmed identity
- The account has been used in or to facilitate fraudulent activity
- Use of an anonymizing proxy



#### **Termination:**

Trillionpay Ltd, in its sole discretion, reserves the right to terminate this Agreement, access to its website, or access to Service without notice for any reason and at any time.

In the event of termination:

- Any pending balance in your account will be refunded to you after deducting any pending recoverables or charges
- If you have opted for the Trillionpay.com's Web Integration module the charges for the same will be refunded unless the termination has been out of violation of this agreement

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#### **Escheat:**

If you do not access your account for a period of One year, it will be terminated. After the date of termination, you will have 30 days to redeem your account balance, after which it will be subject to applicable state laws regarding escheat of unclaimed property.

#### Not a Bank:

You acknowledge that (I) the Trillionpay.com's Service is not a banking service (ii) Trillionpay.com's Service accounts are not insured by any government agency of any nation, (iii) the Service is not subject to banking regulations and (IV) Trillionpay Ltd will invest in liquid assets and that interest earned on those assets will be the property of Trillionpay Ltd.

#### No Endorsement:

Trillionpay Ltd.'s presentation of website registration information is not an endorsement of the website or of any goods or services offered on the website. Any attempt to state or imply Trillionpay Ltd.'s endorsement of your goods or services constitutes grounds for immediate termination of your participation in the website registration program.

#### Indemnification:

You agree to indemnify and hold Trillionpay Ltd, its affiliates, officers, directors and employees harmless from any claim, action, demand, loss, or damages (including attorneys' fees) made or incurred by any third party arising out of or relating to your use of the Service.

In particular selling of illegal goods etc\*

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# Processing:

Trillionpay Ltd shall make reasonable efforts to ensure that requests for electronic debits and credits involving checking accounts, credit or debit cards, and check issuances are processed in a timely manner. However, a number of factors, several of which are outside of our control, will contribute to when the funds are received. We make no representations or warranties regarding the amount of time needed to complete processing, such as delays in the banking system or the mail service, nor shall we be liable for any actual or consequential damages arising from any claim of delay.

#### **Miscellaneous Disclaimers:**

- (a) Trillionpay Ltd reserves the right to hold funds beyond the normal distribution periods for transactions it deems suspicious to ensure integrity of the funds.
- (b) Trillionpay Ltd shall not be responsible for payments made to unintended Recipients due to the input of incorrect information or for payments made in incorrect amounts by Senders. Trillionpay Ltd shall not be responsible for the verification of the identity of Users.
- (c) Trillionpay Ltd shall not be responsible for any information lost due to software/hardware malfunction in your Personal Computer
- (d) Trillionpay Ltd shall not be obligated to pay a User for any Payments for which Trillionpay Ltd has not been fully paid by the Sender's credit card issuer.
- (e) Trillionpay Ltd will not have any liability in connection with any unauthorized interception or use of data relating to you or the Trillionpay.com's service; any inability to use or access the service or the Trillionpay Ltd. Mauritius.

Trillionpay.com website for any reason; any actions or transactions by an individual that uses your user name and password; or any cause over which Trillionpay Ltd does not have direct control, including problems attributable to computer hardware or software (including computer viruses), telephone or other communications, or Internet service providers.

(f) In no event shall Trillionpay Ltd be liable (A) for damages caused other than by intentional misconduct or (B) for any indirect, special, incidental, consequential or punitive damages whatsoever (including, but not limited to, damages for lost profits, disclosure of confidential information, or loss of privacy), arising out of or in any way related to the use of or inability to use the service or the Trillionpay.com website or any of the associated services, even if Trillionpay Ltd has been advised of the possibility of such damages. In no event shall Trillionpay Ltd be liable for any act or omission of any third party (such as, for example, any provider of telecommunications services,

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Unit 5B1, 5th Floor, Wing B, Ebène Cyber Tower, Cyber City, Rose Hill, Mauritius. internet access or computer equipment or software) or any circumstances beyond our control (such as, for example, a fire, flood, or other natural disaster, war, riot, strike, act of civil or military authority, equipment failure, computer virus, or failure or interruption of electrical, telecommunications or other utility services).

## **Jurisdiction:**

This Agreement is governed by the laws of the state of Mauritius. The agreement will fall under Mauritius Jurisdiction. Trillionpay Ltd.