



CRAY PAY, INC. TERMS AND CONDITIONS

Last Updated June 24, 2020

Please read these Terms and Conditions carefully before using our website or mobile application.

Welcome to the CrayPay mobile payment application operated by Cray Pay, Inc. and its wholly owned company Cray Pay, LLC (“CrayPay.com”, “CrayPay”, “we”, “our”, or “us”) that allows you to make purchases with the App and have CrayPay pay a portion of the total purchase price. CrayPay by agreeing to these terms and conditions”) you (“user”, “consumer”, “member”, “guest”, or “your”) will CrayPay be allowed to purchase merchant gift cards and use them immediately, at the point of sale, to purchase products and services from any of our CrayPay Merchants (“Merchants”). A portion of the cost of each Gift Card will be paid for by CrayPay with the balance being paid for by you.

These Terms and Conditions, along with the Privacy Policy and Copyright Policy, govern your access to and use of the App and any related interactive and informational services made available to consumers (“Additional Services”) and constitute a binding legal agreement between you, as a User and CrayPay. Together the CrayPay website (“Site”), App and any Additional Services are referred to as the Program. (“Program”)

Your access to and use of the Program requires your compliance with the Terms and Conditions. By completing the Application in the App or accessing and/or using any portion of the Program, you agree to be bound by this Agreement.

1. Eligibility, Registration and Account

In order to access certain features of the Program, you must create a user account with us (“User Account”). You may only create and hold one user account for your personal use and must register using a valid credit card or debit card. You are responsible for updating and correcting information you have submitted to create or maintain your user account. As part of your account settings, you have the option to save, edit or delete your personal information, including, without limitation, payment data. You understand and agree that CrayPay shall have no responsibility for any incident arising out of, or related to, your user account settings. You must safeguard your password and supervise the use of your user account. You are solely responsible for maintaining the security of your user account and maintaining settings that reflect your preferences. We will assume that anyone using the program or transacting through your user account is you. You agree that you are solely responsible for any activity that occurs under your user account.

When you register, you will create unique log-in credentials (a “user ID” and a user PIN). Access to the CrayPay program is not authorized by any other person or entity using your user ID and you are responsible for preventing such unauthorized use. Individuals and entities whose privilege to access the Program have previously been terminated by CrayPay may not register for a User Account, nor may you designate any of those individuals to use your User Account on your behalf.

CrayPay relies on user IDs to know whether users accessing and using the Program. If someone accesses or uses our program using a user ID that we have issued to you, we will rely on that user ID and will assume that access has been made by you. You are solely responsible for all access to the program by persons using your user ID. Please notify us immediately if you become aware that your user ID is being used without authorization.

Your account is non-transferrable.



Registration and establishing a user account is completely free. As a condition of CrayPay and your use of the program, you agree that:

You are at least 18 years of age;

You possess the authority to create a binding legal obligation.

You may be asked to provide any or all of the following information at the time you register a User Account and/or at point of sale:

- First Name
- Last Name
- Email Address
- Username
- User PIN
- Address
- Phone Number
- A Valid Credit Card Number & Related Information

You agree and acknowledge that all information provided to us shall be true, accurate, current, and complete in all material ways. CrayPay reserves the right, but has no obligation, to verify your information through whatever means it may deem reasonable including the use of outside service providers. Once a user account has been opened and registered, you agree to update any information periodically so that your user account is accurate and current at all times. Furthermore, once a user account has been opened and registered, in full satisfaction of all the requirements for registration, we grant you permission to access and use program as set forth in this agreement, provided your use is consistent with the intended features of the services we provide.

For security purposes, it is recommended that you memorize your PIN and not write it down. You are responsible for keeping your password and other account information confidential

You must be logged into CrayPay and enter your PIN to change your account information and payment preferences. You may check your account status at any time via the App.

You may terminate your user account at any time and for any reason by deleting your account via your account page in the app or by requesting CrayPay to cancel your User Account and membership in the program by emailing said request to support@CrayPay.com. By canceling your CrayPay membership, the user account registered to you will be terminated and may no longer be accessible and all and other awards immediately forfeited. Any termination request will be handled within 30 days of receipt of such a request by CrayPay. Any suspension, termination or cancellation will not affect your obligations to CrayPay under the Terms and Conditions (including but not limited to ownership, indemnification and limitation of liability), which by their sense and context are intended to survive such suspension, termination or cancellation.



2. Privacy Policy

In order to make the Program as useful and rewarding as possible, we need to collect and process information from you when you use the Program. We will collect certain Personally Identifiable Information from you as set forth in more detail in our Privacy Policy, <https://CrayPay.com/polices>, which is part of the Terms and Conditions. When you use the program, CrayPay has access to, and in many cases will monitor, your usage of the program as you send and receive content (defined below). By accessing and using the program, you agree that we may collect, use and disclose, as set forth in the Privacy Policy, certain information you provide during your access to or use of the program, and in some cases information that is provided to the Program by other parties. As part of providing you the program, we may need to provide you with certain infrequent service communications, such as service announcements and administrative messages (“Program Communications”). These program communications, which will not include advertisements, are considered part of the program and your account, which you may not be able to opt-out from receiving.

3. Use of Your Information

We may use the information we collect about you for various purposes, including to:

- Create an account on the program if you have requested one;
- Provide the services and products you have requested;
- Personalize and improve your online experience;
- Respond to emails or other requests, inquiries, comments, or questions;
- Provide customer support;
- Present you with offers tailored to your interests and past activities or usage of the program;
- Monitor and analyze trends, usage, and activities of visitors to, and users of, the program;
- Improve the program, our marketing, and products or services we may offer;
- Contact you regarding your use of the program or, in our discretion, changes to our policies;
- Verify and/or authenticate a user’s identity;
- Provide you with information that we believe may be useful to them, such as information about products or services offered by us or by others;
- Maintain records of our transactions and communications;
- Comply with applicable laws, regulations, or legal process as well as industry standards and our company policies;
- Prevent, investigate, identify, or take any other action regarding any suspected or actual fraudulent or illegal activity or any activity that violates our Terms and Conditions; or
- For any other purpose, with your consent.

We also may use the information we obtain about you in other ways for which we provide notice at the time of collection.



In addition, we use information collected online through cookies, web beacons, and other automated means for purposes such as recognizing your browsing device when you visit the program, tracking your activity as you navigate the program, or analyzing your use of the program. This information may be used to track your activity over time on various websites and services, as well as across different devices you may use to access the Internet and our program.

We may share the information we collect about you with third-parties for various purposes as described below:

We have retained certain service providers to perform certain business-related functions on our behalf. For example, our service providers may offer services such as research, analytics, hosting websites, fulfilling transactions, maintaining databases, administering contests, providing technology services and platforms, deliveries, and processing payments. We may also need to share information with other companies to enable the uses described above in “How We Use Information About You” or elsewhere in the Privacy Policy. Typically, when we provide these companies with personally identifiable information they are only provided with that personally identifiable information they need to perform their functions and that personally identifiable information can only be used as is necessary to perform the services on our behalf, or to comply with legal requirements. Similarly, where appropriate, we often take steps to require third-party service providers to protect personally identifiable information.

We also may share your information: (1) if we are required to do so by law, regulation, or legal process (such as in response to a court order or subpoena or similar government request for information); (2) to fulfill requests by government agencies, including law enforcement authorities; (3) when we believe disclosure is necessary or appropriate to prevent physical harm or financial loss, or in connection with an investigation of suspected or actual illegal activity; (4) to enforce our policies, or to protect legal rights, property, or safety; (5) with third parties, to investigate or address possible criminal or fraudulent activity; or (6) in the event of a joint venture, partnership, merger, or other collaboration with another organization.

We reserve the right to transfer any information we obtain through the online services in the event we sell or transfer all or a portion of our business or assets (e.g., further to a merger, reorganization, liquidation, or any other business transaction, including negotiations of such transactions)

4. Use by Children and Children’s Privacy (under the age of 13)

The Program is not directed to children under the age of 13. We do not knowingly collect information, including personally identifiable information, from children or other individuals who are not legally able to use the program. If you are under the age of 13, please do not submit any information to us. If we obtain actual knowledge that we have collected personal identifiable information from a child under the age of 13, we will promptly delete it, unless we are legally obligated to retain such data. Contact us at support@CrayPay.com if you believe that we have mistakenly or unintentionally collected information from a child under the age of 13.

5. Use by Teens (13-17)

Teens, ages 13 through 18 may use the Amazon Services only with involvement of a parent or guardian. Teen logins allow teens to shop on their own with parents either approving each purchase with a simple text or by setting a pre-approved spending limit. Parents and guardians may create profiles for teenagers in the app settings. You can review or change permissions by visiting app settings.



You must be at least 21 years of age to purchase any products that include are intended for adults, including alcohol or to use any site functionality related to alcohol. CrayPay reserves the right to refuse service, terminate accounts, terminate your rights to use the Program, remove or edit content, or cancel orders in its sole discretion.

6. Information Collected by Third Parties

This disclosure does not apply to the practices of any third-party services (including apps, skills, and websites) that may be accessed through the program. Before using any third-party service, you should review the applicable terms and policies to determine their appropriateness including the service's data collection and use practices.

7. Terms of Sale

Through the CrayPay program, we offer you the ability to purchase products offered by our merchants with CrayPay paying a portion of the purchase price. The portion of the purchase price to be paid by CrayPay ("CrayPay Portion") may vary with each merchant and may change from time to time. Current CrayPay portion is shown on the app as a percentage of the total purchase price from the merchant including tax. The app calculates the CrayPay portion and the balance will be billed to You. To accomplish this, prior to the issuance of a merchant gift card, you will be issued a CrayPay gift card ("CrayPay Gift Card"). Once purchased, the CrayPay gift card will immediately be exchanged for the merchant gift card in the full amount of your purchase from the merchant. Evidence of the merchant gift card will be displayed on your screen as either a barcode or a numerical code together with instruction for how it is to be presented to the Merchant.

All merchant gift cards are subject to availability and we reserve the right to impose quantity limits on any order, to reject all or any part of an order and to discontinue products without notice, even if you have already placed your order. All prices are subject to change without notice and the price charged to you will be the price displayed at the time you place your order.

Merchant gift cards purchased via our app are issued and activated by participating third-party merchants. Your purchase of each Gift Card will be governed by certain terms and conditions established by the issuing merchant. Depending on the applicable law of your jurisdiction and the promotional nature of certain gift cards, merchants may set expiration dates for such gift cards, in addition to other restrictions and requirements. You should review and familiarize yourself with all applicable Merchant terms and conditions prior to purchasing any gift card. If you have questions regarding the applicable merchant terms, please contact the issuing merchant.

As issuers of the merchant gift cards, merchants (and not CrayPay) are fully responsible for all aspects of the merchant's gift card. Merchants are also responsible for any and all liabilities, damages and costs suffered by you or any other customer in connection with your purchase and use of their merchant gift card. While CrayPay strives to work with reputable merchants, CrayPay has no liability for (i) the sale of products or services to you by a merchant through the use of any merchant gift card; and (ii) any merchant's failure to honor a merchant's gift card. You will need to look solely to the merchant for any remedy in connection with the foregoing issues.

We attempt to be as accurate as possible and to eliminate errors on the products that we sale; however, CrayPay does not represent or warrant that any gift card and information about the gift card (including the description, merchant information or pricing information) provided is accurate, complete, reliable, current or



error-free. In the event of an error, in an order confirmation, in processing a gift card purchase or otherwise, we reserve the right to correct such error and revise your order accordingly (including charging the correct price) or to cancel the order and refund any amount charged.

CrayPay accepts various forms of payment, including by credit and debit cards (“Payment Cards”). Unless otherwise indicated, the purchase price, less any portion paid by CrayPay, will be billed in full at the time you purchase. By making the purchase, you acknowledge that you are authorized to use the designated payment card or other payment method and you authorize us to charge your purchase order to that payment card or other payment method. When you provide your payment information, you authorize us (or a third-party payment processor) to process and store your payment and related information. In the event that the payment card or other payment method you designate cannot be verified, is invalid or is not otherwise acceptable, we may suspend or cancel your order automatically. Payment card processing fees may apply even if the payment card has expired or changed by the time CrayPay submits the charges. You are responsible for resolving any problem we encounter in order to proceed with your order

With respect to the gift cards that you purchase through the website or mobile application, the amount paid for any gift card does not include sales, value added or use taxes, which may be charged to you separately by the applicable merchant at the time you purchase products or services from the merchant using the gift card.

All purchases made on the app are final. Purchased gift cards are non-returnable and non-refundable, provided, however, that if a gift card does not function, we may, in our sole discretion, either refund you the gift card purchase amount or replace the defective gift card with an alternative gift card or with products or services of equal value for the same gift card merchant. If you have any questions or problems with your order, please contact support@CrayPay.com.

You are not permitted to make purchases from CrayPay if you are (i) located in, under the control of, or a national or resident of any country to which the United States has embargoed goods or services; (ii) identified as a “Specially Designated National”; or (iii) placed on the U.S. Department of Commerce’s “Denied Persons List or Entity List” or any other U.S. export control list.

9. Intellectual Property and Limited License

Unless otherwise indicated by CrayPay, the services and all content and other materials therein, including, without limitation, the CrayPay logo, the Terms of Sale and all other designs, text, graphics, pictures, information, data, software, sound files, other files material provided to you by or behalf of CrayPay (collectively, “CrayPay Content”) are the proprietary property of CrayPay or our licensors or users and are protected by U.S. and international intellectual property laws

CrayPay hereby grants you a limited, nonexclusive, non-sub licensable license to access and use the Program and CrayPay Content solely for the purpose of purchasing, sending or managing gift cards or receiving other services under these Terms and Conditions; however, such license is subject to these Terms and Conditions and you are not permitted to (a) sell, rent, lease, lend, redistribute, sublicense or make commercial use of the program or the CrayPay Content; (b) copy, reverse engineer, decompile, disassemble or attempt to discover the source code of our program or CrayPay content; (c) modify, alter or otherwise make any derivative uses of the program or the CrayPay Content, or any portion thereof; (d) remove, alter or obscure any copyright, trademark or other proprietary rights notice included in the program or CrayPay Content; (e) use any data mining, robots



or similar data gathering or extraction methods; (f) download (other than the page caching) any portion of the program or the CrayPay content, except as expressly permitted via the program; and (g) use the program or the CrayPay content other than for their intended purposes. Any use of the program or the CrayPay content other than as specifically authorized herein, without the prior written permission of CrayPay, is strictly prohibited and will terminate the license granted in this Section 9. Such unauthorized use may also violate applicable laws, including without limitation, copyright and trademark laws and applicable communications regulations and statutes. Unless explicitly stated by CrayPay, nothing in these Terms and Conditions shall be construed as conferring any license to intellectual property rights, whether by estoppel, implication or otherwise. This license is revocable at any time.

10. Trademarks

“CrayPay” and the CrayPay logo and any other CrayPay product or service names, logos or slogans are CrayPay’s trademarks in the United States and in other countries, and may not be copied, imitated or used, in whole or in part, without the prior written permission of CrayPay. All other trademarks, registered trademarks, product names and company names or logos mentioned in the Services are the property of their respective owners and may not be used without permission of the applicable trademark holder. Reference to any products, services, processes or other information, by name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation by CrayPay.

11. Copyright

In accordance with the Digital Millennium Copyright Act (“DMCA”) and other applicable laws, CrayPay has adopted a policy of terminating, in appropriate circumstances and at CrayPay’s sole discretion, users who are deemed to be repeat infringers. CrayPay may also, in our sole discretion, limit access to the Services and/or terminate the accounts of any users who infringe any intellectual property rights of others, whether or not there is any repeat infringement. If you believe that anything on the Services infringes upon any copyright which you own or control, you may file a notification of such infringement with our Designated Agent as set forth below:

CrayPay Copyright Agent
1760 E Pecos Rd Suite 312
Gilbert, AZ 85295
Email: support@craypay.com

Please see our Privacy Policy for the requirements of a proper notification. If you knowingly misrepresent in your notification that the material or activity is infringing, you will be liable for any damages, including costs and attorneys’ fees, incurred by us or the alleged infringer as the result of our relying upon such misrepresentation in removing or disabling access to the material or activity claimed to be infringing.

12. Third-Party Services and Materials

CrayPay may provide links to third-party websites, apps, mobile services or other third-party services (“Third-Party Services”) and may also display, link to or otherwise make available third-party content, data, information, events, apps or materials (“Third-Party Materials”) in the Program. CrayPay does not endorse or control, and makes no representations or warranties of any kind, regarding any third-party services or third-party materials including, but not limited to, the content, accuracy, quality, nature, appropriateness, decency, functionality, performance, reliability, completeness, timeliness, validity, safety, legality or any other aspect thereof. Your



use of third-party services and third-party materials is at your own risk. CrayPay is not responsible for any issues, legal or otherwise, that may result from your use of the third-party services or third-party materials, including any loss, damage or harm of any sort incurred as a result of your use of third-party services or third-party materials. If you access or use any third-party services or third-party materials, CrayPay's terms and policies, including these Terms and Conditions, no longer govern. You should review the applicable terms and policies including, but not limited to, privacy and data gathering practices, of any third-party service to which you navigate from the program. For the avoidance of doubt the terms and policies for third-party services are solely between you and the Third-Party Services provider and not CrayPay.

13. REVIEWS, COMMENTS, COMMUNICATIONS, AND OTHER USER CONTENT

You are solely responsible for all content you post, upload to, transmit, distribute, store, create or otherwise publish through the program ("User Content"). The user content you provide must comply with the rules set forth below. These rules do not create any private right of action on the part of any third-party or any reasonable expectation that the Services will not contain any content that is prohibited by such rules.

You agree not to post, upload to, transmit, distribute, store, create or otherwise publish through the Program any of the following:

- User content that is libelous, defamatory, profane, obscene, pornographic, sexually explicit, indecent, lewd, vulgar, suggestive, violent, harassing, hateful, threatening, offensive, discriminatory, bigoted, abusive, inflammatory, invasive of privacy or publicity rights, fraudulent, deceptive or otherwise objectionable;
- User content that is illegal or unlawful, that would constitute, encourage or provide instructions for a criminal offense, violate the rights of any party, or otherwise create liability or violate any local, state, national or international law;
- User content that may infringe or violate any patent, trademark, trade secret, copyright, or other intellectual or other right of any party;
- User content that contains or depicts any statements, remarks or claims that do not reflect your honest views and experiences;
- User content that impersonates any person or entity or otherwise misrepresents your affiliation with a person or entity;
- Private information of any third-party including, but not limited to, addresses, phone numbers, email addresses, Social Security numbers or credit card numbers;
- Unsolicited promotions, political campaigning, or commercial messages (SPAM) or any chain messages;
- User content designed to deceive or trick the user of the program;
- Viruses, corrupted data or other harmful, disruptive or destructive files or code, script or other software designed to automate any functionality of the program; or
- User content that, in the sole judgment of CrayPay, is objectionable.

Although CrayPay does not control and has no obligation to screen, edit or monitor any of the user content posted, stored or uploaded on (or otherwise made available via) the services, CrayPay reserves the right, and has absolute discretion, to remove, screen or edit any user content posted, stored or uploaded on the services at any time and for any reason without notice, and you are solely responsible for creating backup copies of and replacing any user content you post, store or upload on (or otherwise make available via) the services at your



sole cost and expense. CrayPay takes no responsibility and assumes no liability for any user content posted, stored or uploaded on (or otherwise made available via) the services.

Except for any Feedback you provide with respect to the program, you retain ownership of the user content you post, store or upload on (or otherwise make available via) the program. You hereby grant CrayPay and our affiliates a non-exclusive, royalty-free, perpetual, and irrevocable and fully sub licensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform and display such user content throughout the world in any manner or media, on or off the program. You represent and warrant that: (i) you own and control all of the rights to the user content that you post, store or upload on (or otherwise make available via) the program or you otherwise have the right to make available such user content via the program and grant the rights granted in these terms; (ii) the user content that you post, store or upload on (or otherwise make available via) the program is accurate and not misleading; and (iii) CrayPay's use of the user content you supply does not violate these Terms and Conditions and will not violate any rights of, or cause injury to, any person or entity.

14. User Conduct

The program may be used and accessed for lawful purposes only. You agree not to, and to not encourage or conspire with anyone else to, engage in any conduct that is inconsistent with the purposes, intent and spirit of the Program. You also agree to abide by all applicable local, state, national and foreign laws and regulations in connection with your use of the program. In addition, you agree you are solely responsible for your conduct and the conduct of anyone who uses your account with respect to the services not, and will not permit anyone using your account to do any of the following:

You are solely responsible for your conduct and the conduct of anyone who uses your account with respect to the services, and you agree that you will not and will not permit anyone using your account to do any of the following in connection with the program:

- Use the services in any manner that could interfere with, disrupt, negatively affect or inhibit other users from fully enjoying the services or that could damage, disable, overburden or impair the functionality of the Services in any manner or in any way inconsistent with any documentation provided to or made available to you by CrayPay concerning the services;
- Flag content or report abuse for improper purposes or without good reason;
- Use the program for any illegal or unauthorized purpose or engage in, encourage, or promote any illegal activity, or any activity that violates these terms or any other rules or polices established from time to time by CrayPay;
- Attempt to indicate in any manner that you have a relationship with us or that we have endorsed you or any products or services for any purpose;
- Create an account or post, store or upload (or otherwise make available) any user content if you are not over 13 years of age;
- Use or attempt to use another user's account without authorization from such user and CrayPay;
- Modify, adapt, hack or emulate the program;
- Use any robot, spider, crawler, scraper or other automated means or interface not provided by us to access the program or to extract data;
- Develop any third-party applications that interact with user content or the program without our prior consent;



- Circumvent or attempt to circumvent any filtering, security measures or other features designed to protect the program or third-parties; and
- Infringe upon or violate the rights of CrayPay, our users or any third-party.

If your account is disabled, you, or anyone acting under your discretion, is/are strictly prohibited from creating another account with CrayPay.

CrayPay takes no responsibility and assumes no liability for any user conduct, mistakes, defamation, slander, libel, omissions, falsehoods, obscenity, pornography or profanity you may encounter while using the program. Your use of the program is at your own risk. Any use of the program in violation of the foregoing violates these Terms and Conditions and may result in, among other things, termination or suspension of your rights to use the program.

15. Termination

You may terminate your User Account at any time and for any reason by deleting your account via the application or by requesting CrayPay to cancel your user account and membership in the program by emailing said request to support@CrayPay.com. By canceling your CrayPay membership, the user account registered to you will be terminated and may no longer be accessible and all and other awards immediately forfeited. Any termination request will be handled within 30 days of receipt of such a request by CrayPay. Any suspension, termination or cancellation will not affect your obligations to CrayPay under the Terms and Conditions (including but not limited to ownership, indemnification and limitation of liability), which by their sense and context are intended to survive such suspension, termination or cancellation.

Upon termination, all licenses and other rights granted to you under the Terms and Conditions will immediately cease, and you will forfeit all rewards and other awards accrued. We will not be liable to you or any other person for termination of your user account or suspension of your access to the program.

16. Account Inactivity

CrayPay may deem your account inactive if you have not actively used the program application for 180 days or more. Once your account is deemed inactive, any or all rewards other rewards in your account may be forfeited at any time, without notice and at CrayPay's sole discretion, and CrayPay may terminate the account.

17. Feedback

You can submit questions, comments, suggestions, ideas, plans, notes, drawings, original or creative materials or other information or materials about CrayPay and the program (collectively, "Feedback"). Feedback, whether submitted through the program or otherwise, is non-confidential and shall become the sole property of CrayPay. CrayPay shall own exclusive rights, including all intellectual property rights, in and to such feedback and shall be entitled to the unrestricted use and dissemination of this feedback for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

18. Disclaimers

You expressly acknowledge and agree that your use of the program and CrayPay content is at your sole risk and that the entire risk as to satisfactory quality, performance, safety, accuracy and effort is with you. To the maximum extent permitted by applicable law, the program and CrayPay content are provided "as is" and "as available" basis. CrayPay disclaims any and all warranties and representations (express or implied, oral or written) with respect to the program and the CrayPay content contained therein, including any and all: () implied



warranties of merchantability; (ii) implied warranties of fitness or suitability for any purpose (whether or not CrayPay knows, has reason to know, has been advised or is otherwise aware of any such purpose); and (iii) warranties of non-infringement or condition of title. CrayPay does not warrant that the functions contained in the program will be accurate or meet your requirements, that the operation of the program will be uninterrupted or error-free, or that any defects in the program will be corrected. No oral or written information, guidelines or advice given by CrayPay or our authorized representative will create a warranty. Some jurisdictions do not allow the disclaimer of implied terms in contracts with consumers, so some or all of the disclaimers in this section 18 may not apply to you.

19. Indemnification

You agree to defend, indemnify and hold us (and our affiliates, subsidiaries and our and their respective officers, directors, employees and agents (collectively with CrayPay, the “Indemnified Parties”) harmless from any claim or demand made by any third party due to or arising out of or related to: (i) your breach of these Terms and Conditions, (ii) your improper use of the program, (iii) your violation of any third parties’ intellectual property rights, (iv) your intentional misconduct, fraudulent acts or gross negligence, (v) any content you provide via the program or (vi) your violation of any applicable law, including any applicable tax laws. You agree to pay any and all losses, costs, damages and expenses (including reasonable legal fees and expenses) (collectively “Damages”) for which any indemnified party is found liable in respect of any such claim or demand and to reimburse each indemnified party immediately for any damages that the indemnified party has directly incurred, suffered or paid.

You hereby recognize that CrayPay is not the issuer of any merchant gift card sold on CrayPay. To the extent permitted under applicable law, you agree to release CrayPay from any claim or liability arising out of or related to (i) how and whether a merchant honors its merchant gift card(s) purchased on CrayPay and (ii) any merchant’s failure to honor a particular merchant gift card purchased by you on CrayPay.

20. Limitation of Liability

To the maximum extent permitted under applicable law, in no event will CrayPay be liable to you or any third-party for any incidental, special, indirect, consequential, exemplary, or punitive damages whatsoever including, but not limited to, damages for loss of profits, loss of data, business interruption or any other commercial damages or losses, arising out of or related to the program and the content therein, including but not limited to the gift cards, gift promotions, related products and services (including, but not limited to, the redeemability of gift cards or gift promotions), user content, CrayPay content, third-party services and/or third-party materials, however caused, regardless of the theory of liability (contract, warranty, tort (including negligence, whether active, passive or imputed), product liability, strict liability or other theory) and even if CrayPay has been advised of the possibility of such damages. Some states do not allow the exclusion or limitation of incidental or consequential damages, so this limitation may not apply to you. In no event will CrayPay’s total liability, whether in contract, warranty, tort (including negligence, whether active, passive or imputed), product liability, strict liability or other theory, arising out of or relating to the use of or inability to use the services exceed fifty dollars (\$50.00) (As opposed to any other fees/costs including, but not limited to, any fees associated with your device, the cost to purchase and operate your device, the cost of any gift cards or the cost of any products or services purchased with a gift card).

21. Applicable Law



CrayPay is based in the United States and our program is subject to U.S. law. If you choose to access or use the program from locations outside the United States, you do so at your own risk and are responsible for compliance with all applicable laws, rules and regulations. The laws of the state of Arizona, excluding its conflicts of law rules, govern your use of the program. Your use of the program may also be subject to other local, state, national, or international laws. You agree that any action at law or in equity arising out of or relating to the Program or the Terms and Conditions will be filed only in the state and federal courts located in Maricopa County, Arizona, and you irrevocably and unconditionally consent and submit to the exclusive jurisdiction of such courts over any suit, action or proceeding arising out of the Program (including, but not limited to, your use of the services).

22. Modification or Termination of Services

CrayPay reserves the right to change, suspend, remove, discontinue or disable access to the program at any time and without notice. In no event will CrayPay be liable for the removal of or disabling of access to any portion or feature of the program.

23. Changes to Terms and Conditions

We may change the Terms and Conditions from time to time. If we make changes, we will notify you by revising the date at the top of these Terms and Conditions. We encourage you to review these Terms and Conditions whenever you utilize the Program to stay informed about our information practices.

24. Severability

If any provision of these Terms and Conditions shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms and Conditions and shall not affect the validity and enforceability of any remaining provisions.

25. Waiver

Enforcement of the Terms and Conditions is solely in our discretion and our failure to enforce a provision in some instances does not constitute a waiver of our right to enforce such provision in other instances.

26. Assignment

CrayPay may assign these Terms and Conditions and its rights or delegate its obligations under without your consent. All provisions contained in these Terms and Conditions shall extend to and be binding upon you and CrayPay's successors and assigns. You may not assign these Terms and Conditions to another person or entity.

24. Third Party Services

The program may contain content, services provided by third parties and/or links to third party services, websites or resources. We are not responsible or liable for the availability, accuracy, functionality, adherence to third party policies, or legality of, and we do not endorse, such websites, services or resources or the content, products, or services on or available from such websites or resources. You are solely responsible for and assume all risk arising from your use of any such websites, services or resources.

25. How To Serve A Subpoena Or Other Legal Process



CrayPay accepts service of subpoenas or other legal process only through CrayPay's registered agent, National Corporate Research, Ltd. Subpoenas or other legal process may be served by sending them to CSC at the following address:

CrayPay, Inc.
C/O National Corporate Research, LTD
850 New Burton Road, Suite 201
Dover, Delaware, 19904

Please note also that providing detailed and accurate information at the outset will facilitate efficient processing of your request. That information will include, for example, e-mail and/or credit card number used to make purchases for retail purchase information; the name, e-mail, and physical address of a seller for seller information; device serial number for Amazon devices; and IP address and complete time stamps.

26. How to Contact Us

If you have questions regarding these Terms and Conditions, you may email us at support@craypay.com or write to us at:

Cray Pay, Inc.
Attention: Terms and Conditions
1760 E Pecos Rd Suite 312
Gilbert, AZ 85295