

USER PAYMENT AGREEMENT

THIS USER PAYMENT AGREEMENT ("Agreement"), is entered into by and between You, the Buyer the individual/entity that uses a payment instrument to pay for good or services at UsedorLess (shall be hereinafter referred to as "You") and UsedorLess.

1) INTRODUCTION

a) UsedorLess is an Internet-based service provider pursuant to which UsedorLess facilitates creating a service to trade used or new mobile devices (Phones, Tablets..etc.). This platform caters to a wide range of users, including those looking to sell, trade, or buy certified pre-owned or new mobile devices.

b) This Agreement sets out the terms and conditions under which You may pay UsedorLess for the Services and Products.

2) DEFINITIONS

In this Agreement, unless clearly inconsistent with or otherwise indicated by the context:

a) **"Account"** means the account that UsedorLess will establish for You upon this Agreement becomes effective.

b) **"Association"** means Visa, Mastercard, American Express and any ATM or debit network, and other financial service card or tool .

c) **"Association Rules"** has the definition ascribed to such term in Section 8.

d) **"Business Day"** means a day where banks are generally open in UsedorLess country of domicile.

e) **"Chargeback"** means a challenge to a payment that You file directly with Your credit or debit card issuer as a result of Your dispute, and Invalid transaction or Fraudulent Transaction.

f) **"Third Party"** means the entity providing the Payment Processing Services.

g) **"Your Data"** means all information that You provide in the course of making a payment to UsedorLess, including Card Information, Transaction Data and/or security-related information (including Security Codes, full track data (from the magnetic stripe or equivalent on a Chip), PINs, and PIN blocks) used to authenticate cardholders and/or authorize Transactions.

h) **" Payment Processing Services Website"** means www.usedorless.com

i) **"Force Majeure Event"** means riots, war, acts of terrorism, fire, flood, extreme weather, storm or earthquake, epidemics and pandemics and/or any disaster which prevents a Party from performing this Agreement but shall not include strikes, walk-outs or other industrial action.

j) **"Invalidated Payment"** means any of the following: (i) Chargebacks; (ii) over-payments; (iii) Customer disputes; and (iv) fraudulent Transactions, but excluding any of the following: (a) Chargebacks and overpayments caused by a technical error on Third Party system; and (b) fraudulent transactions which do not involve UsedorLess or any of its employees.

k) **"Mobile Money Wallet"** means an electronic wallet held by You with a licensed mobile money operator.

l) **"Payment Processing Services"** means the facilitation of payment processing services offered by Third Party which provides UsedorLess with the ability to accept credit cards, debit cards, mobile money, bank transfers and other payment methods on a website, mobile wallet or mobile application.

m) **"Personal Information"** means information relating to an identifiable natural or juristic person, including information relating to race, gender, sex, marital status, nationality, ethnic or social origin, colour, sexual orientation, age, physical or mental health, religion, belief, disability, language, birth, education, identity number, telephone number, email, postal or street address, biometric information and financial, criminal or employment history as well as correspondence that is implicitly or explicitly of a private or confidential nature or further correspondence that would reveal the contents of the original correspondence.

n) **"Refund"** means a refund issued by UsedorLess once the Buyer, before transferring the possession of the Goods to him, chose to do not pursue with the purchase, for the Goods are found to be non-conforming to the Device relevant Report and the Transaction is reversed.

o) **"Transaction"** means any transaction in respect of which You purchased goods and/or services from UsedorLess and for which a payment instrument is used by You to transfer funds to UsedorLess.

3) ACCEPTANCE AND EFFECTIVE DATE

This Agreement becomes effective upon the earlier of the following: (a) Your acceptance of this USER PAYMENT AGREEMENT by checking the "I Accept"; or (b) You paying the goods and/or services by using the Payment Processing Services Website (the "Effective Date").

4) UNDERWRITING

a) UsedorLess will establish an Account for You upon completion of the Registration Form and prior to the verification of Your identity or determination of Your creditworthiness. You agree to comply with any and all reasonable requests for further information by UsedorLess.

b) You authorize UsedorLess, directly or through third parties, to make any inquiries or take any actions UsedorLess considers necessary to validate Your identity, evaluate Your creditworthiness, and verify information that You have provided to UsedorLess. You authorize UsedorLess to obtain financial and credit information.

c) In the event that You fail to provide additional information, as requested by UsedorLess or UsedorLess is unsuccessful in receiving satisfactory information for UsedorLess to verify Your identity or determine that You are creditworthy, UsedorLess reserves the right to terminate this Agreement with immediate notice to You, cease to provide You access to the UsedorLess Payment Services, and refuse or rescind any payment by You.

5) PAYMENT OF FEES

a) You agree to pay UsedorLess's setup fees, all Transaction fees the Service Fee and/or the Product Price, the Transaction Price and other amounts required by this Agreement.

b) Subject to the terms of this Agreement, You shall remit to UsedorLess Bank Account or Mobile Money Wallet, as instructed by UsedorLess, all amounts due to UsedorLess from the Transaction as agreed by You in the Link www.usedorless.com

6) RESTRICTED ACTIVITIES, LIMITATIONS ON CUSTOMER TRANSACTIONS AND ON SERVICES

In respect of any Transaction, UsedorLess may in its sole discretion: (i) refuse to process Transactions to You; (ii) limit or restrict Transactions to a minimum amount; (iii) impose limits on the amount or number of Transactions which may be charged to Your credit or debit card during any time period; (iv) request additional validation information from You; (v) refuse to process Transactions to You based on a prior history of questionable charges or actions; or (vi) impose certain limits or restrictions on Transactions, either temporarily or permanently, which are more restrictive than the limit placed on other users.

7) REPRESENTATIONS, WARRANTIES AND UNDERTAKING BY USEDORLESS

a) UsedorLess hereby warrants that:

i) UsedorLess has the full power and authority to execute, deliver and perform this Agreement. This Agreement is binding and enforceable against UsedorLess and no provision requiring UsedorLess's performance is in conflict with its obligations under any agreement to which UsedorLess is a party.

ii) UsedorLess is duly organized, authorized and in good standing under the laws of the state, region or country of its organization and is duly authorized to do business in all other states, regions or countries in which UsedorLess business operates.

iii) UsedorLess is not, in respect of card transactions, a payment service provider and/or payments facilitator and/or payments gateway.

iv) UsedorLess is not listed on MATCH, OFAC, AML, any credit bureau, UNSC, HMT and/or any other sanction issuing bodies.

v) UsedorLess conducts bona fide business and is in compliance in relation to the conduct of its business with all applicable national, federal, state, and local laws, rules, regulations, requirements, registrations, filings, certificates, licenses, approvals, permits and/or other standards established by any governmental authority having jurisdiction to control such activities.

vi) UsedorLess has the technological infrastructure.

vii) UsedorLess has never been a party to a merchant agreement or similar agreement terminated at the direction of any Association, payment scheme, regulatory authority or court of law.

b) UsedorLess hereby undertakes to:

i) notwithstanding any contrary provisions stated in this Agreement, ensure Your Payment will be performed, in a timely and professional manner in accordance with the Payment Process stated in Annex A; which is in accordance with generally recognized commercial practices and standards in the industry for similar payment services; and You agree that the Payment Process services conform with all descriptions and specifications provided to You by UsedorLess;

8) REPRESENTATIONS, WARRANTIES AND UNDERTAKING BY YOU

a) You hereby warrant that:

i) You have the full power and authority to execute, deliver and perform this Agreement. This Agreement is binding and enforceable against You and no provision requiring Your performance is in conflict with Your obligations under any agreement to which You are a party.

ii) if You are a legal entity, You are duly organized, authorized and in good standing under the laws of the state, region or country of its organization and is duly authorized to do business in all other states, regions or countries in which Your business operates.

iii) You are not listed on MATCH, OFAC, AML, any credit bureau, UNSC, HMT and/or any other sanction issuing bodies.

b) You hereby undertake to:

i) ensure that all information and data which You provide to UsedorLess, or for which it engages a Third Party to provide the Payment Processing Services to You is complete, true, and accurate in all aspects and You revoke Your Consent to the use and access to such information and data;

ii) not violate any rule, guideline, or bylaw of any of the Associations (the "Association Rules"), as they may be amended by the Associations from time to time;

iii) allow a legal investigation or audit that may be required by the Associations;

iv) not submit any Transaction for processing through UsedorLess system which does not represent a bona fide, permissible Transaction as outlined in this Agreement and in the Association Rules, or which inaccurately describes the product or services being sold; and

vi) all necessary approvals for processing Your payment have been obtained from You.

9) PRESENTATION OF A TRANSACTION AND VERIFICATION OF INFORMATION

a) You warrant that: (i) You agree to the product or services value as stated in Seller's quotation (ii) no grievous unfairness in the Transaction; (iii) the Transaction is not illegal; (iv) the Transaction has been authorized by You; and (v) there has been due compliance with all the terms of this Agreement and with the Terms of the Transaction Service Agreement.

b) If UsedorLess believes that the Transaction poses an unacceptable level of risk, that You have breached the terms of this Agreement and /or the Terms of the Transaction Service Agreement, UsedorLess may suspend or limit Your ability to use the UsedorLess Payment Processing Services, refuse to process any Transaction, reverse a Transaction, hold Your payments (only in respect of those Transactions identified as posing a risk to UsedorLess), and contact You to verify Transaction and reduce potential fraud and disputes. UsedorLess will provide You with advance notice of its actions and resolution steps, unless there is an immediate need to take actions such as a security threat, potential fraud, or illegal activity.

c) UsedorLess has the right, but not the obligation, to monitor any activity and content associated with UsedorLess's Website and Services. UsedorLess may investigate any reported violation of its policies or complaints and take any action that it deems appropriate. Such action may include, but is not limited to, issuing warnings, suspension, or termination of service, denying access, and/or removal of any materials on UsedorLess's Website.

d) UsedorLess may report any activity that it suspects is a violation of any law or regulation to appropriate law enforcement officials, regulators, or other third parties. In order to cooperate with governmental requests, to protect UsedorLess's systems, or to ensure the integrity and operation of UsedorLess's business and systems, UsedorLess may access and disclose any information it considers necessary or appropriate,

including but not limited to Your contact details, IP addressing and traffic information, usage history, and posted content.

f) UsedorLess may retain all records (including reports and/or data) obtained from You or generated by You during the course of this Agreement, for a period as required by the local law or rules to which UsedorLess is subject to.

10) LIABILITY FOR INVALIDATED PAYMENTS AND OTHER LIABILITIES

a) You shall be liable for all claims, expenses, fines and liability UsedorLess incurs arising out of (i) Invalidated Payments; (ii) any error, negligence, misconduct or fraud by You, Your employees, or someone acting on Your behalf; and (iii) Any losses resulting from Your failure to comply with the terms of this Agreement or the Transaction Service Agreement, or Your usage of the UsedorLess Payment Processing Services.

11) YOUR PERSONAL INFORMATION, DATA SECURITY COMPLIANCE

a) You consent to UsedorLess collecting Your Personal Information from You and where lawful and reasonable, from public sources for credit fraud and compliance purposes, as well as for the purposes set out below.

b) If You give UsedorLess Personal Information about or on behalf of another person, You confirm that You are authorized to: (i) give UsedorLess the Personal Information; (ii) consent (and if the Personal Information is of another person - on their behalf) to the processing of the Personal Information, specifically any cross-border transfer of Personal Information into and outside the country where the products or services are provided; and (iii) if the Personal Information is of another person receive any privacy notices on their behalf.

c) With respect to all Your Data and/or Personal Information that is owned by UsedorLess, You hereby grant UsedorLess for the term of this Agreement an irrevocable, sub-licensable, assignable, worldwide, royalty-free license to use, reproduce, electronically distribute, and display Your Data and/or Personal Information for the following purposes: (i) providing the UsedorLess Payment Processing Services; (ii) internal usage, including but not limited to, data analytics and metrics so long as such Your Data and/or Personal Information has been anonymized and aggregated with other Customer Data and/or Personal Information; (iii) complying with applicable legal requirements and assisting law enforcement agencies by responding to requests for the disclosure of information in accordance with local laws; (iv) furnishing Your Data and/or Personal Information to Third Party, any bank or relevant third party providing or connected to the provision of the UsedorLess Payment Processing Services; and (v) any other purpose for which consent has been provided by You.

12) INDEMNIFICATION

a) You agree to indemnify, defend, and hold harmless UsedorLess, its parent company, affiliates, officers, directors, agents, employees and suppliers from and against any lawsuit, claim, liability, loss, penalty or other expense (including attorneys' fees and cost of defense) they may suffer or incur as a result of (i) Your breach of this Agreement or the Transaction Services Agreement or any other agreement You entered into with UsedorLess or its suppliers in relation to Your use of the UsedorLess Payment Processing Services; and/or (ii) Your violation of any applicable law, regulation, or Association Rules and requirements.

13) LIMITATION OF LIABILITY

a) USEDORLESS SHALL NOT BE LIABLE TO YOU FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTION SERVICES AGREEMENT, THE PAYMENT PROCESSING SERVICES, WHETHER FORESEEABLE OR UNFORESEEABLE, AND WHETHER BASED ON BREACH OF ANY EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, MISREPRESENTATION, NEGLIGENCE, STRICT LIABILITY IN TORT, OR OTHER CAUSE OF ACTION, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF GOODWILL, PROFITS, OR INVESTMENTS, STOPPAGE OF OTHER WORK; OR LABOR CLAIMS, EVEN IF USEDORLESS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

b) USEDORLESS ASSUMES NO LIABILITY FOR YOUR FAILURE TO PERFORM IN ACCORDANCE WITH THIS AGREEMENT OR ANY RESULTS CAUSED BY YOUR ACTS, OMISSIONS OR NEGLIGENCE.

c) UNDER NO CIRCUMSTANCES SHALL USEDORLESS'S TOTAL AGGREGATE LIABILITY TO YOU ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER UNDER INDEMNITY OR OTHERWISE) EXCEED THE DIRECT DAMAGES SUFFERED BY YOU IN AN AMOUNT EQUAL TO THE AMOUNTS PAID OR PAYABLE BY YOU TO USEDORLESS UNDER THIS AGREEMENT FOR THE RELEVANT TRANSACTION. FOR THE AVOIDANCE OF DOUBT THIS LIMITATION ON THE AMOUNT OF LIABILITY SHALL APPLY IN RESPECT OF CHARGEBACK CLAIMS AND WILLFUL ACTS.

14) DISCLAIMER OF WARRANTIES

a) SAVE FOR AS EXPRESSLY SET OUT AND PROVIDED IN THIS AGREEMENT:

i) THE USEDORLESS PAYMENT PROCESSING SERVICES ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY WHATSOEVER.

ii) USEDORLESS DISCLAIMS ALL WARRANTIES WHETHER EXPRESS, IMPLIED, OR STATUTORY, TO YOU AS TO ANY MATTER WHATSOEVER, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS.

iii) NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY USEDORLESS OR ITS EMPLOYEES OR REPRESENTATIVES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF USEDORLESS'S OBLIGATIONS.

b) YOU ACKNOWLEDGE THAT THE USEDORLESS PAYMENT PROCESSING SERVICES ARE A COMPUTER NETWORK BASED SERVICES WHICH MAY BE SUBJECT TO OUTAGES AND DELAY OCCURRENCES. AS SUCH, USEDORLESS DOES NOT GUARANTEE CONTINUOUS OR UNINTERRUPTED ACCESS TO THE USEDORLESS PAYMENT PROCESSING SERVICES. YOU FURTHER ACKNOWLEDGE THAT ACCESS TO THE USEDORLESS'S WEBSITE OR TO THE USEDORLESS PAYMENT PROCESSING SERVICES MAY BE RESTRICTED FOR MAINTENANCE. USEDORLESS WILL MAKE REASONABLE EFFORTS TO ENSURE THAT TRANSACTIONS ARE PROCESSED IN A TIMELY MANNER; HOWEVER, USEDORLESS WILL NOT BE LIABLE FOR ANY INTERRUPTION, OUTAGE, OR FAILURE TO PROVIDE THE USEDORLESS PAYMENT PROCESSING SERVICES.

15) TAXES

a) You shall pay, indemnify, and hold UsedorLess harmless from any sales, use, excise, import or export, value-added, or similar tax or duty, and any other tax or duty not based on UsedorLess's income. Such taxes, fees and duties paid by You shall not be considered a part of Your payments due to UsedorLess under the Transaction Service Agreement.

16) TERMINATION

a) UsedorLess may terminate this Agreement or suspend services to You, with immediate notice, if any of the following occurs: (i) UsedorLess is required by the Associations, the acquiring bank, or an order from a regulatory body to cease providing services to You; (ii) UsedorLess believes that You have materially breached this Agreement or the Transaction Service Agreement, or You likely to do so; (iii) If UsedorLess determines that Your use of the UsedorLess Payment Processing Services carries an unacceptable amount of risk, including credit or fraud risk; or (iv) any other legal, reputational, or risk-based reason exists, in UsedorLess's sole discretion.

b) After termination as described above, You shall no longer have access to, and shall cease all use of the UsedorLess Payment Processing Services. Any termination of this Agreement does not relieve You of any obligations to pay any fees, costs, penalties or any other amounts owed by You to UsedorLess as provided under this Agreement accrued prior to termination.

17) Anti- Money Laundering

You shall ensure to strictly comply with the Anti Money Laundering and Counter Terrorist Financing laws and regulations, which are applicable to Your relationship with UsedorLess and its Affiliates..

18) FORCE MAJEURE

a) Neither Party shall be liable for any delay or failure in performing its obligations under this Agreement as a result of reason of a Force Majeure Event provided that it:

i) informs the other Party as soon as possible of the event, giving full details in writing of its expected effect or duration; and

ii) takes all reasonable steps to resume performance of its obligations as soon as possible and to mitigate the effects of the unforeseen event and demonstrates this to the other Party on request.

b) If the event causing the delay or failure continues for more than 1 month, this Agreement may be terminated at the option of the Party not affected by the Force Majeure Event without any liability to the other Party as a result of exercising the right of termination.

19) CHOICE OF LAW AND JURISDICTION

a) This Agreement shall be governed by and shall be construed in accordance with the laws of the country UsedorLess domicile.

b) The courts of UsedorLess country of domicile shall have exclusive jurisdiction over all disputes arising in relation to this Agreement.

20) NOTICES

a) Notices to You. You agree that UsedorLess may provide notices to You by posting them on UsedorLess's Website, emailing them to You or to Your account, or sending them to You through postal mail, SMS or

Calls. Notices sent to You by postal mail are considered received by Merchant within three (3) Business Days of the date UsedorLess sends the notice.

Notices posted on UsedorLess's Website or emailed shall be considered to be received by You immediately from the time it is posted to UsedorLess's Website or emailed to You or to Your account or sent through SMS or Calls..

b) Notices to UsedorLess. Notices to UsedorLess shall be considered valid only if sent by postal mail to the applicable address for notice or by emailing them the email address as designated in the UsedorLess's Website under the "Contact Us" tab.

21) GENERAL PROVISIONS

a) Independent Contractors. The relationship of UsedorLess and You is that of independent contractors. You do not have any authority to bind UsedorLess by contract or otherwise to any obligation. UsedorLess doesn't represent anything to the contrary, either expressly, implicitly, by appearance or otherwise.

b) Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable for any reason, the remaining provisions not so declared shall nevertheless continue in full force and effect, but shall be construed in a manner so as to effectuate the intent of this Agreement as a whole, notwithstanding such stricken provision or provisions.

c) Waiver. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other party, whether express or implied, shall not constitute consent to, waiver of, or excuse for any different or subsequent breach.

d) Assignment. This Agreement may not be assigned. UsedorLess may assign this Agreement in its sole discretion without Your written consent.

e) Amendment. UsedorLess may amend this Agreement at any time by posting a revised version of it on UsedorLess's Website. The revised version will be effective at the time UsedorLess post it. In addition, if the revised version includes a substantial change, UsedorLess will provide You for Your consent with the updated version upon Your payment process request.

f) Entire Agreement. This Agreement sets forth the entire agreement and understanding of the parties hereto in respect to the subject matter contained herein, and supersedes all prior agreements, promises, covenants, arrangements, communications, representations or warranties, whether oral or written, by any officer, partner, employee or representative of any party hereto. This Agreement shall be binding upon and shall inure only to the benefit of the parties hereto and their respective successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to confer or shall be deemed to confer upon any persons or entities not parties to this Agreement, any rights or remedies under or by reason of this Agreement.

g) Third party rights. Nothing in this Agreement is intended to confer any right or benefit on any third party (whether referred to herein by name, class, description or otherwise).

h) Survival. Any terms which by their nature should survive, will survive the termination of this Agreement.

i) Communication. You consent to receive autodialed or prerecorded calls and text messages from UsedorLess at any telephone number that You have provided UsedorLess or that UsedorLess has otherwise obtained to (i) notify You regarding Your Account; (ii) collect a debt; (iii) resolve a dispute; (iv) contact You about its services; or (v) as otherwise necessary to service Your Account or enforce the Agreement.

UsedorLess may share Your telephone numbers with UsedorLess's service providers who UsedorLess has contracted with to assist UsedorLess in pursuing its rights or performing its obligations under the Agreement, its policies, or any other agreement UsedorLess may have with You. You consent these service providers may also contact You using autodialed or prerecorded calls and text messages, only as authorized by UsedorLess to carry out the purposes UsedorLess has identified above, and not for their own purposes.
