

GoDirectPay End User License Agreement

Kindly review the following End User License Agreement ("EULA") for the GoDirectPay Mobile Application meticulously prior to its installation or use. By utilizing the GoDirectPay Mobile Application, you get the ability to tap into GoDirectPay's online services ("Service") via your mobile gadget. Upon agreeing to this EULA, a legally enforceable contract is established between you, or any entity you represent, (jointly referred to as "You" or "Your") and GoDirectPay. This agreement comes into effect from the day you initiate use of the Mobile Application. While you're governed by this EULA when using the Mobile App, any previous agreement that dictates the use of the Service (termed as "Service Agreement") remains valid. Should there be any discrepancies between the Service Agreement and this EULA, this EULA will have precedence, but only concerning the Mobile App's usage.

1. **Grant of Rights:** GoDirectPay provides You with a revocable, limited, non-perpetual, and non-transferable permission to download, set up, and operate the Mobile App for your individual and business-related tasks, aligned with the terms outlined in this EULA and the associated Service Agreement.
2. **User Account Requirements:** To utilize the Mobile App, it's imperative that You establish an account with GoDirectPay and align with the stipulations laid out in the Service Agreement.
3. **EULA Amendments:** GoDirectPay retains the discretion to adjust this EULA whenever necessary. The most up-to-date version of this EULA will be accessible at <https://godirectpay.com/wp-content/uploads/2023/11/eula.pdf>. In situations where significant alterations are made to this EULA, a notification will be forwarded to you through the Mobile App. It remains Your duty to remain informed of and adhere to the terms displayed on GoDirectPay's website, even if they vary from those on the Mobile App. Persisting with the Mobile App post any EULA modifications signals Your acceptance of the revised terms
4. **Maintenance and Support Exclusions:** GoDirectPay retains the right to introduce modifications, refreshes, or improvements to the Mobile App at their discretion. While GoDirectPay can offer maintenance and support for the Mobile App, there's no binding obligation to do so. Such provisions can be halted at any given time without prior intimation. It's crucial to understand that Apple (pertaining to iOS Mobile App) does not offer any support or maintenance for this application nor Google (specifically for Android Mobile App users) are mandated to provide any maintenance or support in relation to the Mobile App. By using the Mobile App, you recognize and understand that neither Apple (specifically for iOS Mobile Apps) nor Google (specifically for Android Mobile Apps) bear any responsibility or commitment to provide maintenance or support services related to the Mobile App.

5. **Guidelines for Appropriate Usage:** It's imperative that you commit to using the Mobile App and the affiliated Service responsibly. This means refraining from any actions that could negatively impact or obstruct others' experience with the Mobile App or Service. Furthermore, as a user, you are bound to respect and adhere to the defined usage parameters and regulations. For iOS users, this means the App Store's Terms of Service when using the Mobile App on any Apple device. Similarly, for Android users, the Google Play Terms of Service apply when accessing the Mobile App on any Android-based device.

6. **Your Privacy Matters:** To ensure the seamless operation and delivery of both the Service and the Mobile App, GoDirectPay may gather specific information about you. This could encompass technical details and telemetry data stemming from your interactions with the Mobile App. To assist in the collection and interpretation of this data, we partner with third-party service providers, one of which includes Google Analytics. Safeguarding your information is our priority. Rest assured, any data we obtain is treated with the utmost care, aligning with the stipulations laid out in the GoDirectPay Privacy Notice. For a comprehensive understanding, you can refer to the most recent version at <https://godirectpay.com/wp-content/uploads/2023/11/eula.pdf>.

7. **Consent to Electronic Communications and Solicitation.** By choosing to download the Mobile App, you grant GoDirectPay permission to communicate with you via various channels, including but not limited to emails and push notifications. Such communications might encompass:
 - (a) Alerts and updates about your interactions with the Service and the Mobile App, inclusive of any breach of terms;
 - (b) Announcements regarding upgrades, new features, or additions to the Service and the Mobile App;
 - (c) Informational and marketing content about GoDirectPay's range of products and offerings.

For tailored communication preferences, navigate to the "Push Notifications" section within the Mobile App settings. Here, you can modify your notification settings, either subscribing to more messages or opting out of certain notifications.

8. **No Warranty.** Please be advised that using the Mobile App comes with its inherent risks and is entirely at your discretion. The app is provided without any guarantees, either explicit or implicit. Specifically, SMARTSHEET rejects all warranties, be they openly stated or implied. This includes but is not limited to warranties of saleability, suitability for a specific utility, and the assurance against potential infringements.

9. **Device Compatibility.** The Mobile App is specifically tailored for certain devices, and it's not guaranteed to function seamlessly on all. It's crucial for you to ensure

that your device is compatible with our Mobile App. Any decision to download and use the app rests entirely with you, and GoDirectPay cannot guarantee the app's compatibility with your device.

10. **iOS Application Specifics.** Should the GoDirectPay app not meet any given warranty criteria, you have the right to bring this to Apple's notice. In such cases, Apple may refund the cost of the app. However, it's essential to note that, as far as legally permissible, Apple's sole warranty responsibility is limited to refunding the app's purchase price. Apple assumes no further obligations for:
 - (A) The Mobile App's performance, and
 - (B) Any other grievances, losses, or damages resulting from the app's non-conformance to warranties.
11. **Android Application Insights.** When it comes to the Android platform, GOOGLE expressly rules out all warranties, be they directly stated or implied. This includes, but isn't restricted to, guarantees of merchantability, appropriateness for a specific purpose, and the assurance against potential breaches.
12. **App Access - Suspension and Termination.** GoDirectPay holds the discretion to temporarily suspend or completely terminate your access to the Mobile App. This decision can be influenced by the standing of your account under our Service Agreement. Please be aware that if your access is restricted in any manner, it might result in the loss of content stored within our service.
13. **Intellectual Property Considerations.** If a third party brings forth a claim suggesting that the Mobile App, or the manner in which you utilize and possess it, breaches intellectual property rights, please note that GoDirectPay is exclusively responsible. Our obligations in this context span the entire process - from investigating the claim, defending our stance, settling the matter if necessary, to finally discharging any claims of intellectual property infringement.
14. **Ensuring Legal Compliance:** It's paramount for you to affirm the following:
 1. (a) You are not residing in a country currently facing a United States Government embargo or one listed under Title 15, Part 740 Supplement 1 Country Group E of the United States Code of Federal Regulations.
 2. (b) Your current location isn't a country labeled as "terrorist-supporting" by the United States Government.
 3. (c) Your name doesn't appear on any U.S. Government's list denoting prohibited or restricted individuals.

4. Moreover, you commit to not relocating the Mobile App to, or using it within, any country that falls under the above categories.

15. **Jurisdiction and Governing Law:** The terms and conditions stipulated in this EULA (End-User License Agreement) are shaped by and should be interpreted in line with the laws that are also applicable to your Service Agreement with GoDirectPay.

16. **Reach Out to Us:** Should any queries or concerns arise regarding this EULA, you're welcome to get in touch with us. Email us at support@godirectpay.com or use traditional mail to connect at:

Direct Pay Holdings LLC.,

3650 NW 115th Ave,

Doral, Florida 33178

17. **Clarifying Third-Party Relationships:** It's important to note that this EULA is solely between you and GoDirectPay. It doesn't involve any third-party like Apple (for iOS users) or Google (for Android users). If any issues or claims arise from this EULA or from using the Mobile App, you must direct them towards GoDirectPay and not Apple or Google. That said, once you agree to the terms of this EULA, both Apple and Google, depending on your device, reserve the right to enforce this EULA against you as they are considered third-party beneficiaries. Lastly, remember that GoDirectPay holds no responsibility for any other third-party agreements you might have, including ones with your wireless provider.